PROJECT SPECIFICATIONS

COUNCIL ROCK SCHOOL DISTRICT

CHANCELLOR CENTER RENOVATIONS

ENVIRONMENTAL ABATEMENT

OCTOBER 2026

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COUNCIL ROCK SCHOOL DISTRICT
CHANCELLOR CENTER RENOVATIONS

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1. GENERAL

1.1 The drawings and specifications are complimentary via the Building Connected Program. Any labor and/or material not shown on the drawings but called for in the specifications or any labor and/or material not called for in the specifications but shown on the drawings, shall be furnished by the contractor as though shown and called for in both.

1.2 DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

2.1 In order to Bid the Project, complete sets of PDF documents must be obtained.

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

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

3. QUALIFICATIONS OF BIDDERS

3.1 **The following information must be completed and submitted when requested by the Construction Manager.**

3.1.1 The Contractors Qualification Statement A305-2020 found in Section 00 1940. Use additional pages to complete any of the sections if more space is needed. Bidder’s failure to fully and accurately disclose all information requested in the Request for Qualifications questionnaire shall constitute grounds for Bidder’s disqualification from being considered the lowest responsive, responsible Bidder.

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

3.3 In determining the lowest responsible Bidder, the Owner will consider the integrity, efficiency, experience of the Bidder and its assigned personnel, promptness, current workload, financial capability, performance on recent projects, references from owners, architects, and engineers, list of potential sub-contractors, schedule of values, and ability to successfully and timely complete the Project**.** The apparent low Bidder must demonstrate competency and provide any or all of the above information requested within three (3) calendar days of request. Owner reserves the right to reject the Bidder as non-responsive if all the information is not received on time and/or does not reasonably satisfy the Owner's evaluation process.

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

3.4.1 The Bidder and its assigned personnel must have successfully performed a minimum of 3 previous Pennsylvania public school projects within the last 5 years of similar type or a contract value of at least seventy-five percent (75%) of the amount of the Bidder's Base Bid. Provide references including telephone number and contact person.

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

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

3.4.4 An Agreement of Surety certifying that the Surety Company is committed to provide the Bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract amount. The Surety Company must have an AM Best rating of A- or higher and a financial rating of Class X or higher.

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

3.4.6 The Bidder shall also refer to Articles 11.

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

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

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

1. Examine the Contract Documents thoroughly.
2. Visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing the Work.
3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
4. Study and carefully correlate Bidder's observations with the Contract Documents.

5. Notify Architect and Construction Manager of any conflicts, errors, or discrepancies discovered in the Contract Documents.

4.1.1 REVIEW OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall thoroughly examine and be familiar with the Specifications and Drawings. The failure or omission of any Bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from obligation with respect to his or her Bid. By submitting a Bid, the Bidder agrees and warrants that he/she has examined the site and the Specifications and Drawings and, where Specifications and/or Drawings require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate, and the required result can be produced under the Specifications and Drawings. No claim for any additional costs will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper plans and specifications and whenever a result is required, the successful Bidder shall furnish any and all extras and make any changes needed to produce the required result for the sum stated in the form of proposal.

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

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

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

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

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

4.6 Before submitting a Bid, each Bidder will, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing the Work

and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

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

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

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

5. SCOPE

5.1 Contracts will be awarded in five (5) prime contracts: Separate bids shall be submitted for: (BP-01) General Construction, (BP-02) Plumbing/Fire Protection Construction, (BP-03) Mechanical Construction, (BP-04) Electrical Construction, and Abatement Construction (BP-05).

5.2 Each prime contractor shall furnish all labor, equipment, and materials necessary to complete the work called for and implied by the plans and specifications.

6. TIME

6.1 The Contract Documents include potential assessment of Liquidated Damages. Refer to AIA Document A132 – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

7. INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING

7.1 If any person submitting a bid for construction of the Work is in doubt as to the true meaning or intent of any part of the proposed Contract Documents, or find discrepancies or omissions, they shall submit a request for information via Building Connected to the Architect and Construction Manager no later than the date indicated in the Bid Schedule.

7.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum and will be released to all prime contract bidders of record, via Building Connected. The Owner, Architect, and Construction Manager will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

7.3 During the bidding period, Bidders may be furnished these Bid Addenda modifying the Bid Documents. Any such Addenda shall be taken into account in submitting a Bid and shall form a part of the Contract Documents. Receipt of Bid Addenda must be identified on Bid Form via Building Connected.

7.4 When mistakes or omissions occur in the drawings and/or specifications, they shall be brought to the Construction Manager's attention before proceeding with the work.

7.5 All construction shall be in accordance with all federal, state, and local building codes and ordinances, which shall take precedence over these drawings and specifications.

7.6 Manufacturer's directions – All manufacturer's articles, materials and equipment shall be supplied,

installed, connected, cleaned or conditioned in strict accordance with the manufacturer's printed directions.

7.7 If there is a discrepancy between the contract documents and the information on Building Connected, the contract document requirements shall prevail in all cases.

8. REQUESTS FOR INFORMATION

8.1 If additional information is required concerning the meaning or intent of the Bid Documents, all questions and requests for information must be submitted electronically via Building Connected.

9. SUBMISSION OF PROPOSALS

9.1 Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque, sealed envelope, marked with the Project title, Contract No., and, if applicable, the designated portion of the Project for which the Bid is submitted. Envelopes shall contain the name and address of the Bidder and accompanied by the documents listed below. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face if it. One (1) hard copy of all documents listed below are required to be submitted at the time of the Bid. Receipt of Bid is acknowledged when delivered to the Owner and not when mailed.

9.2 Each Bidder shall submit one (1) hard copy of the complete bid submission.

The following shall be included in the bid submission:

1. Form of Proposal, fully executed and notarized
2. Bid Bond or Certified Check or Cashier's check in the amount of 10% of the Bid total and shall include Consent of Surety and Power of Attorney
3. Non-Collusion Affidavit, Signed and Sealed
4. Non-Discrimination Clause, Signed and Sealed
5. PA Public Works Employment Verification Form (E-Verify)

Note that the following will be required to be submitted by ALL Bidders at the request of the Construction Manager within 48 hours of bid submission:

1. Bidder's Qualifications, AIA A305, completed
2. Schedule of Values
3. List of Subcontractors
4. Safety Questionnaire

Note that the successful bidder will be required to submit the following documents and any other documents deemed necessary by the Construction Manager upon issuance of Letter of Intent to Award:

1. Certificate of Insurance
2. Performance Bond in the amount of 100%
3. Payment Bond in the amount of 100%
4. No Lien Agreement
5. Maintenance Bond

10. BIDDERS RESPONSIBILITIES

10.1 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 Owner's Business Office with a written request signed by the Bidder prior to the time set forth for the opening of the Bids. At the time set for the opening of Bids, the withdrawn proposal will be returned to the Bidder. Such withdrawn proposals will not be opened or read at the Bid opening. Bids may not be modified after submittal.

10.2 Bids shall be irrevocable for ninety (90) days after the actual day of opening thereof unless the Owner is delayed in awarding the Contract due to the failure to receive a required approval/permit from one or more reviewing bodies/governmental agencies having jurisdiction over the Project, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for (120) calendar days after Bid opening. Absent an exception for extending time for the award of the Contract, the Owner and the lowest responsible and responsive Bidder may mutually agree in writing to extend the time for the Owner to award the Contract.

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

10.4 Negligence by the Bidder in preparing his Bid 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 Bid within two (2) business days after the Bid opening time in accordance with the Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. §1601 et seq., as amended. A Bid which has been opened may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a Bid after opening.

10.5 By submitting a bid, the bidder covenants and agrees that he has carefully examined the site, the existing building and details, the documents and the Contract and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance and that as a result of such examination, he fully understands the intent and purpose thereof and his obligations thereunder, and that he will not make any claim for, or have any right to, damages because of any lack of information.

10.6 Each bidder is highly encouraged to visit the site to familiarize themselves with the existing conditions thereon pertaining to the work. The bidder shall examine all the documents relating to the Contract on which he is bidding before submitting a Bid. Each Contractor shall obtain the full knowledge by personal and careful inspection of all existing conditions at the site and of all requirements of the Bid Documents that affect the work. The Contractor accepts all such conditions and requirements and hereby assumes all responsibilities and costs resulting from their failure to obtain full knowledge of them.

10.7 The Bids are to include all work as shown or specified, including but not limited to Unit Prices, Alternates and Allowances as may be requested or noted. These prices are important and should be carefully considered when Bids are submitted, and in the form, as quoted, on the Bid forms, attached to these specifications. It is requested upon any bidder, to include all Alternate Bids or Unit Prices. Should any bidder fail to submit requested Alternate Bids or Unit Prices the bidder will be responsible for his omission and shall have no claim against the Owner, should the Owner award the Contract to a bidder who has submitted a more satisfactory and complete bid.

10.8 Any Unit Prices furnished by the Bidder as part of his Proposal Form shall be made a part of the Agreement and shall be the basis of compensation for any Unit Price work required on the Project.

10.9 The Bidder shall identify and list Prior to Award of Contract each Major Subcontractor or material supplier, with their respective prices, to be used on this Project in accordance with the General Conditions of the Contract.

10.10 Bidders shall also secure and submit Major Subcontractors Qualification Statements accordingly as noted below.

10.11 Bidder warrants to execute the Contract, furnish required Bonds in form as incorporated in the contract documents and furnish required insurance certificates and other items, in amounts specified or required, by the owner. Bidder shall also warrant beginning work in accordance with the Project Contract agreement.

10.12 All permits and inspections shall be obtained by each prime contractor and paid for by the owner. The contractors will be required to pay all license and/ or registration fees by the local community.

10.13 A Waiver of Liens shall be signed by The Contractor as requested by the Construction Manager or prior to the beginning of the ordering of material and before any work is performed on the property. The Waiver of Lien to be filed and indexed in the Bucks County Prothonotary's Office is found as an attachment at the end of these specifications. The Contractor shall provide a Release of Liens for themselves and all suppliers prior to application of final payment.

10.14 All work to be in accordance with applicable codes and ordinances adopted and/or as amended by the local Municipality, and the Commonwealth of Pennsylvania, Pennsylvania Uniform Construction Code, Act 45, The International Code Council, International Building Code – 2021 and Chapter 11 of the IBC 2018.

10.15 This Project falls under the Commonwealth of Pennsylvania Public Works Employment Verification Act, Act 127 of 2012, 43 P.S. § 167.1, which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. All Bidders are required to submit a Public Works Employment Verification Form as a precondition for the Contract Award.

10.16 The "Bid Bond," A.I.A. Document No. A310, of the American Institute of Architects, 2010 Edition, is hereby made a part of the Specifications as bound herein. The Bond is subject to all modifications as set forth hereinafter.

10.16.1 A bank cashier's, bank treasurer's certified check or bid bond in favor of Bucks County in the amount of 10% of all base bids plus the amount of all add alternates, is required from each bidder and must be submitted electronically with the bid. It is understood the Bid Deposit will be forfeited to and retained by the owner as liquidated damages if the Proposal, or any part thereof, is accepted by the Owner and the Bidder fails to execute the contract and furnish Bonds within ten (10) days from the date of "Notice of Award". Should the owner fail to make any awards through no fault or failures on the part of the bidders, the Owner shall return said Bid Deposits.

10.16.2 Agreement of Surety: The "Agreement of Surety" form is to be provided to the Owner along with the bid proposal should the bid deposit submitted be other than a "Bid Bond". Attached is a 1-page sample letter to be signed and sealed from a corporate surety agreeing to provide a Performance Bond and Payment Bond in favor of the Owner as required for faithful performance and proper fulfillment of the contract. The Agreement is subject to all modifications as set forth hereinafter.

10.16.3 Non-Collusion Affidavit: The "Non-Collusion Affidavit" form is to be provided to the Owner along with the bid proposal by all prospective bidders. Attached is a document to be signed by all prospective bidders and sealed by notary, assuring the owner that the proposal for work is being submitted in good faith and without collusion with any other contractors or sub-contractors. The Affidavit is subject to all modifications as set forth hereinafter.

10.17 Non-Discrimination/Sexual Harassment Clause: The "Non-Discrimination/Sexual Harassment Clause" form is to be provided to the Owner along with the bid proposal by all prospective bidders. Attached is a document to be signed by all prospective bidders, assuring the owner that the proposal for work is being submitted in good faith and without collusion with any other contractors or subcontractors. The Clause is subject to all modifications as set forth hereinafter.

10.18 Performance and Payment Bonds: The "Performance Bond" and the "Payment Bond," A.I.A. Documents No. A312-2010, of the American Institute of Architects, are hereby made a part of the Specifications as bound herein. The Bonds are subject to all modifications as set forth hereinafter.

10.19 Maintenance Bond – the execution of a maintenance bond is required, per Section 00 4316.

10.20 CONTRACTOR'S QUALIFICATION STATEMENT

10.20.1 Each Bidder is required to submit a Contractor's Qualification Statement (AIA A305-2020)

with a sworn statement of his financial responsibility, technical qualifications and evidence that he has completed at least Five similar construction contracts within the last five (5) years, each with a minimum value of 75% of the total amount of the proposal submitted. In addition, the designated Project Manager and Superintendent must have at least ten (10) years' experience in similar projects with similar values and phased construction. The Owner /Construction Manager has the right to reject a Project Manager or Superintendent if they do not specifically meet the qualifications.

10.21 In the event of a discrepancy between what is inserted on the Building Connected website spreadsheet and the submitted written documentation, the written documents will be deemed controlling.

10.22 Rejection or Withdrawal of Proposals

10.22.1 A bidder on any Prime Contract may withdraw his bid from consideration within forty-eight (48) hours of the bid opening without forfeiture of the certified check, bank cashier's check, surety bid bond or other security filed with the bid if the price bid was submitted in good faith, and the bidder submits credible evidence that the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in compilation of the bid; provided, 1.) the mistake or error must be proven and submitted to the Owner / Construction Manager for review and approval: 2.) notice of a claim of the right to withdraw such bid is made in writing with the contracting body within two business days after the opening of bids; and 3.) the withdrawal of the bid would not result in the awarding of the contract on another bid of the same bidder, his partner, or to a corporation or business venture owned by or in which he has a substantial interest.. No bidder who is permitted to withdraw a bid shall supply any material or labor or perform any subcontract or other work on the project without written approval of the contracting body. No accepted bid may be withdrawn for ninety (90) calendar days after the Bid Opening. Initial determination as to whether there was a clerical mistake or arithmetical error or unintentional omission of substantial quantity of work, labor, material, or services will be within the discretion of the Architect, a representative of the Owner, with the assistance of the Construction Manager, and such decision shall be considered final and determinative.

10.22.2 Bids may be modified or withdrawn within Building Connected at any time prior to the due date and time listed in the Invitation to Bid.

10.22.3 The School District reserves the right to reject any bid received if the bidder's responses to the Contractor's Qualification Statement (AIA Document A305) fail to satisfy the School District that such bidder is qualified to carry out the obligations of the Contract and to complete work, as specified. By way of specific example, a default in a contract in the last five years will, absent extraordinary justification, disqualify a bidder, as will litigation on a construction contract which, in the past five years, resulted in an award against the interest of the bidder.

11 PA PREVAILING WAGE

11.1 The Schedule of Minimum Wages as determined by the Department of Labor and Industry, Commonwealth of Pennsylvania, is hereby made a part of this Specification. A copy of these rates is attached in Section 007343 Prevailing Wage Requirements.

11.2 Copies of these forms may be obtained from the Prevailing Wage Division. The Project is subject to the Pennsylvania Prevailing Wage Act (Act of 1961, P.L. 987 No. 442) as amended. The pages titled, "Duties of Awarding Agencies Under Pennsylvania Prevailing Wage Act" may be obtained from the Prevailing Wage Division. These duties include requirements of both the awarding agency (Owner), the Contractor(s) and Subcontractors. It is understood that the Owner will comply with its required duties. The Contractor(s) and Subcontractors shall comply with all duties and instructions required of them. All items

mentioned as "contract requirements" in the documents are hereby made a part of the contract to the same extent as if included in the Owner-Contractor Agreement.

11.3 "Payroll Certification for Public Works Projects". All Contractors and Subcontractors shall complete this form for each week worked on this project. Each Weekly Payroll Certification form shall be Notarized and forwarded to the Construction Manager for inclusion in the Owner's records. Payroll Certification Forms covering work periods included in an application for payment shall be submitted before or with the respective Application For Payment. If the certifications Forms are not submitted with the Application for Payments, the Owner will withhold payment until received.

11.4 US Steel Act 132. The Steel Products Procurement Act, 73 P.S. §§1881-1887, and the Trade Practices Act, 71 P.S. §773.101 et seq.

11.4.1 If any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States shall be used or supplied in the performance of the Contract or any subcontract thereunder. This provision shall not apply in any case where the head of the public agency, in writing, determines that the type of steel products necessary to the performance of the Contract are not produced in the United States in sufficient quantities to meet the requirement of the Contract.

11.4.2 Contractors must ensure compliance with all provisions of the above which place restrictions upon the source of certain steel, cast iron and aluminum products allowed to be used in the performance of public agency contracts. The provisions of the above sited statutes are incorporated herein as if the same were set out at length herein.

11.4.3 Bidding will be public and utilize Pennsylvania State Prevailing Wage Rates established by the Commonwealth of PA Department of Labor and Industry.

12 INDEMNITY

12.1 The undersigned shall indemnify and hold harmless Council Rock School District, Boyle Construction, Inc., Marotta / Main Architects, and all consultants and each officer and employees for those indemnified, with respect to any claims, losses, expenses, costs and reasonable attorney's fees incurred by Council Rock School District, Boyle Construction, Inc., Marotta / Main Architects, and all consultants and each officer and employees, for those indemnified, with regard to the undersigned's failure to comply with these Bid Documents and procedures.

12.2. Additional Insureds: All shall be named as "Additional Insureds" under all policies of insurances. Coverage shall be primary and non-contributory.

1. Council Rock School District, its members, officers, employees and consultants.
2. Boyle Construction, Inc., Marotta / Main Architects, Element Environmental Solutions, and their members, officers, employees and consultants.
3. Newtown Borough and its employees.
4. Bucks County Conservation District.

13 Extra Work – No extra work will be considered unless the Council Rock School District authorizes such work, in advance, in writing.

14 Safety and Health Regulations – The Bidder further agrees that should he enter into a Contract with the Council Rock School District to perform all or any portion of the work included herein, he will comply with all the provisions of the Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations for Construction, contained in the Federal Register Volume 37, Number 243, Part II, dated Saturday, December 16, 1972.

15 SPECIFICATION AND PRODUCT DESCRIPTION

15.1 Substitute Material and Equipment – Proposal shall include furnishing and installing material in strict accordance with Contract Documents. No substitutions or deviations will be considered except as provided for in Contract Documents

15.2 Any product substitution requests must be made in writing including all product literature and specification at least ten (10) calendar days prior to the bid due date. The Owner will not accept mechanical substitutions after the bid opening date.

16 This project is financed by Council Rock School District.

17 OPENING OF PROPOSALS

17.1 The Owner will, as soon as practical, award the Contracts to the Bidders, and shall have the right to reject any or all Bids, to waive technical defects, and to accept or reject any part of any Bid if in the judgment of the Owner its best interest shall be served by such action; and the Bidder, in submitting a Bid accepts these conditions. No rights shall accrue to any person submitting a Bid or Proposal until such Bid has been accepted, and a contract awarded, and such contract completely executed in writing by both parties.

18. AWARD OF CONTRACT

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

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

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

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

18.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of Bidders, subcontractors, suppliers, and other persons or organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

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

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

19. CONTRACT SECURITY & INSURANCE

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

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

20. SIGNING OF AGREEMENT

When Owner/Construction Manager issues a Notice of Intent to Award to the Successful Bidder, the Successful Bidder shall within ten (10) days thereafter, deliver to the Owner/Construction Manager, one (1) original copy of the required bonds, insurance certificates, and any other documents that may be requested with the Notice of Intent to Award. Within ten (10) days thereafter, the Construction Manager will send contract agreements via DocuSign to Successful Bidder. The Successful Bidder shall sign the agreements and DocuSign will automatically send the agreements to the Owner for signature. Once signed by the Owner DocuSign will automatically return an executed agreement to all parties.

21. RETAINAGE

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

22. PREVAILING WAGES

Pennsylvania Prevailing wage rates will apply to this project. The Contractor and its subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq. which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform work on the Project during the term hereof for the locality in which the work is to be performed.

23. COMPETENT WORKMEN

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

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

23.2 Criminal History and Child Protective Service Information: Prior to commencing the Work, the Contractor shall supply the Owner with state and federal criminal history reports and child

abuse clearances for all employees, agents, and Subcontractors who will be on the Owner's property.

24. EROSION CONTROL

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

25. PUBLIC WORKS CONSTRUCTION CONTRACTS

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

25.1 Steel Products Procurement Act.

25.2 Trade Practices Act.

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

25.3.1 A performance bond at 100 percent of the Contract Sum, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract. Such bond shall solely for the protection of the Owner which awarded said contract.

25.3.2 A payment bond at 100 percent of the Contract Sum. Such bond shall be solely for the protection of claimants supplying labor or materials to the Successful Bidder, its contractor(s) or to any of its Subcontractors, in the prosecution of the work provided for in such Contract and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

25.3.3 Reference Article 11.1.2 of the General Conditions for additional requirements.

26. SEVERABILITY

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

27. AMERICANS WITH DISABILITIES ACT

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

27.1 Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et. Seq., the Successful Bidder understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing the Contract, the Successful Bidder agrees to comply

with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts.

28. HEALTH AND SAFETY

28.1 Reference Article 10 of the General Conditions.

29. BONDS & INSURANCE

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

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

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

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

30. PRE-BID CONFERENCE

30.1 The Mandatory Pre-bid Conference will be held on the date and time listed in the Advertisement for Bids. Representatives of Owner, Construction Manager, and Architect will be present to discuss the Project. Construction Manager will transmit to all prospective Bidders of record such Addenda, as Construction Manager considers necessary in response to questions arising at the Conference.

31. PROJECT FINANCING

The Work to be done under the Contract is public work and may be financed in whole or part by the Owner (a public body) by issuance of bonds, which are subject to various qualifications and restrictions. The Owner, in such case and in good faith, intends to consummate such financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may at any time cancel any award made by it, or cancel any contract entered into with any Bidder, without liability to the Bidder, at any time before the Bidder has been given written notice to proceed and has actually begun Work under the Contract if financing satisfactory to the Owner cannot reasonably be consummated as contemplated, or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

32. FAILURE TO EXECUTE CONTRACT

Failure of the Successful Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, or execute the Contract within the time specified, shall constitute a default by such Bidder and the Owner may, at its sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of 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.

END OF SECTION 00 11 00

25-CRSD-01 CHANCELLOR CENTER RENOVATIONS
COUNCIL ROCK SCHOOL DISTRICT

SECTION 00 11 10 – PROJECT DIRECTORY

Council Rock School District
Jessica Binda-Rischow, Supervisor of Facilities and Physical Plant
Email: jbinda-rischow@crsd.org
30 North Chancellor Street
Newtown, PA 18940
Phone: 215-944-1000

Architect – Marotta / Main Architects
Donald Main, AIA, Email: ADM@MarottaMain.com
Christopher Peters, AIA, Email: CRP@MarottaMain.com
Kelsey Gibson, Assoc. AIA, Email: KLG@MarottaMain.com
214 North Duke Street
Lancaster, PA 17602
Phone: 717-393-3211

Civil Engineer – Barry Isett & Associates, Inc.
Paul Schmoll, PE, LEED AP
Email: pschmoll@barryisett.com
400 Cresson Boulevard, Suite 105A
Phoenixville, PA 19460

Structural Engineers – Joseph Barbato Associates
Michael H. Sheer, PE, SE, Email : msheer@jbarbato.com
Cheau-Erl Lam, PE, Email : celam@jbarbato.com
6 Dickinson Drive, Suite 103
Chadds Ford, PA 19317
Phone: 610-558-6050

MEP Engineers – RTM Engineering
Jeff Alban, PE, Email: jeff.alban@rtmec.com
Steve Cramer, Email: steve.cramer@rtmec.com
Keith McFadden, Email: keith.mcfadden@rtmec.com
303 International Circle, Suite 450
Hunt Valley, MD 21030
Phone: 410-842-6411

Environmental Abatement Consultant – Element Environmental Solutions
Dave Bertsch, Operations Manager
Email: dave@e2s.us
61 Willow Street, PO Box 921
Adamstown, PA 19501
Phone: 717-484-5111
Mobile: 610-750-2228

Construction Manager – Boyle Construction, Inc.
Chris Haller, Senior Project Manager
Email: challer@boyleconstruction.com
3850 Sierra Circle, Suite 400
Center Valley, PA 18034
Phone: 484-223-0726
Mobile: 484-794-4439

Tracey Glad, Project Engineer
Email: tglad@boyleconstruction.com
3850 Sierra Circle, Suite 400
Center Valley, PA 18034
Phone: 484-223-0726
Mobile: 484-995-3280

This information is provided for the convenience of all parties and may be subject to change. All contacts shall be made through Boyle Construction, Inc.

Bid Schedule

Project Documents Out to Bid	Tuesday, October 13, 2026
Advertisement #1	Tuesday, September 29, 2026
Advertisement #2	Tuesday, October 6, 2026
Advertisement #3	Tuesday, October 13, 2026
Mandatory Pre-Bid Meeting	Tuesday, October 20, 2026
Final Day to Submit RFIs via Building Connected	Tuesday, November 3, 2026, by 5:00 pm EST
Final Addendum Issued to Bidders	Friday, November 6, 2026
Accept Bids/Bid Opening	Thursday, November 17, 2026, by 2:00pm
BCI De-Scope Bids and Bid Tab Preparation	Thursday, Nov. 17, 2026 - Monday, Nov. 30, 2026
BCI Recommendation of Award Letter	Monday, November 30, 2026
Present Recommendation to Facilities Committee	Thursday, December 10, 2026
School Board Meeting to Award Bids	Thursday, December 17, 2026
BCI Letters of Intent to Award to Contractors	Friday, December 18, 2026
Contracts, Bonds, COI, etc.	Friday, December 18, 2026 - Monday, January 4, 2027
Notice to Proceed Issued (anticipated)	Monday, January 4, 2027

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25-CRSD-01 CHANCELLOR CENTER RENOVATIONS
COUNCIL ROCK SCHOOL DISTRICT

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

The Council Rock School District will receive sealed bids for the Chancellor Center Renovations Project located in Bucks County, Pennsylvania. Sealed Bids for all contracts shall be delivered to Jessica Weiss, Purchasing Secretary, no later than 2:00 PM prevailing time on Tuesday, November 17, 2026, to the Chancellor Center, 30 N. Chancellor Street, Newtown, PA 18940, at which time bids will be publicly opened and read.

A **MANDATORY** pre-bid conference for **ALL** contracts will be held **IN-PERSON**, on Tuesday, October 20, 2026, **at 3:00 PM** at the Chancellor Center, located at 30 N. Chancellor Street, Newtown, PA 18940. **Attendance of all Prime Contract Bidders is mandatory.**

Construction will be bid for the following Prime Contracts:

GENERAL/SITE CONSTRUCTION - BP-01
PLUMBING/FIRE PROTECTION CONSTRUCTION - BP-02
MECHANICAL CONSTRUCTION - BP-03
ELECTRICAL CONSTRUCTION - BP-04
ABATEMENT CONSTRUCTION - BP-05

Bid Documents will be available at no cost through Building Connected at 1:00 PM prevailing time on Tuesday, October 13, 2026. Bidders may obtain electronic access to the documents by contacting Tracey Glad via email at tglad@boyleconstruction.com.

All bids must be accompanied by a certified check or bank draft, payable to Council Rock School District, or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in the amount equal to ten percent (10%) of the total bid shall be submitted with each bid, along with all required items as indicated in the Bid Documents checklist. Performance and Payment Bonds will be required from the lowest responsible bidders at a later date along with all other required documentation.

The Project Architect is Marotta / Main Architects, 214 North Duke Street, Lancaster, PA 17602. The Project Construction Manager is Boyle Construction, 3850 Sierra Circle, Suite 400, Center Valley, PA 18034. The Environmental Consultant is Element Environmental Solutions, 61 Willow Street, P.O. Box 921, Adamstown, PA 19501.

This project is subject to the provisions of the PA Prevailing Wage Act.

The awards will be made to the lowest responsible and responsive bidder submitting a bid in conformity with the specifications. However, the District reserves the right to reject any or all bids.

By Order of the Board of School Directors
Council Rock School District
Dr. Andrew J. Sanko, Superintendent

Adv #1: Tuesday, September 29, 2026
Adv #2: Tuesday, October 6, 2026
Adv #3: Tuesday, October 13, 2026

END OF SECTION 00 11 13

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SECTION 00 11 55 – LETTER OF INSURER

DATE: _____

TO: Dr. Andrew Sanko, Superintendent
Council Rock School District
30 N. Chancellor Street
Newtown, PA 18940

Dear Dr. Sanko:

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

_____

_____

hereby represents that if

_____
(Insert name of Bidder)

is awarded the contract for the construction of the project, as is described in the Contract for Construction, then the above-named insurance company or companies will issue insurance, naming the Council Rock School District and its consultants, Boyle Construction, Inc. and all consultants, Marotta / Main Architects and all consultants, the Bucks County Conservation District, Newtown Borough and its consultants, its employees, officers, and agents, and each of the above named officers, agents, and employees as additional insured, for the coverages and in the amounts required by the Contract Documents, as set forth in Article 11 of the General Conditions.

_____
(Name of Agent)

By: _____
(Authorized Representative)

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Council Rock School District
Chancellor Center Renovations
30 North Chancellor Street
Newtown, PA 18940

Bid Form
Bid Package #05 – Environmental Abatement Construction

Bids Due: 11/17/26 @ 2:00 PM

Deliver Sealed bids to:
Council Rock School District
Attn: Jessica Weiss, Purchasing Secretary
Chancellor Center
30 North Chancellor Street
Newtown, PA 18940

Date: _____

Firm Name: _____

Firm Address: _____

_____

Contact: _____

Phone Number: _____

Email: _____

THIS BID FORM SHALL NOT BE ALTERED IN ANY MANNER. ANY ALTERED BID FORMS SHALL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

This Bid is submitted in accordance with your Advertisement inviting bids to be received for the Council Rock School District Chancellor Center Renovations Bid Package #05 Environmental Abatement Construction.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

In submitting this Bid, BIDDER represents, as more fully set forth in the agreement that:

a. BIDDER has carefully examined the Contract Documents including all Addenda which are incorporated with these documents indicating various conditions affecting this contract, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the work for the Bid Package #05 indicated above for the Contract for the above named Project in accordance with said Contract Documents.

b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary. Failure to visit and not be familiar with the Project site shall be no reason for future requests for additional compensation or costs of any kind.

LUMP SUM BASE BID – The contractor shall state the price for the completion of all work as indicated by the Contract Documents that is not included in the bid alternates listed below. This price shall be the base bid. **The base bid below shall include any and all allowances as described below**. All allowances MUST include all overhead and profit. Abatement Work for unit prices/allowances to be performed in accordance with specification section 020900.

	BASE BID LINE ITEM SUB-TOTALS	
	Line Item Scope of Work	**Line Item Scope of Work Bid Subtotal**
BB1	Contractors' Cost of Work	Words: _____Dollars Figures: ($_____)

BB2	**Unit Price No.**	**Contractor's Unit Price Bid**	**Bid Quantity**	**Unit Price Allowance (UPA) Amount** *(To be included in Base Bid)*
	Unit Price No. 1 – Removal and disposal of ACM pipe insulation (glove-bag removal method)	$_____/ LF	200 LF	**Unit Price Allowance No. UPA-1** **$_____**
	Unit Price No. 2 – Removal and disposal of ACM fitting insulation on fiberglass-insulated pipe (glove-bag removal method)	$_____/ Fitting	50 Fittings	**Unit Price Allowance No. UPA-2** **$_____**
	Unit Price No. 3 – Removal and disposal of non-ACM ceiling plaster and ACM insulation located above plaster ceiling	$_____/ SF	500 SF	**Unit Price Allowance No. UPA-3** **$_____**
	Unit Price No. 4 – Removal and disposal of non-ACM ceiling plaster (under containment)	$_____/ SF	100 SF	**Unit Price Allowance No. UPA-4** **$_____**
	Unit Price No. 5 – Removal and disposal of ACM insulation located above plaster ceiling	$_____/ SF	100 SF	**Unit Price Allowance No. UPA-5** **$_____**
	Unit Price No. 6 – Site mobilization fee, to apply when contractor is off-site	$_____/ Visit	4 Visits	**Unit Price Allowance No. UPA-6** **$_____**

TOTAL LUMP SUM BASE BID Contractors' Cost for the Work (**BB1**) + Unit Price Allowances (**BB2**)
Words:_____Dollars
Figures: ($_____)

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by the Checklist and Instructions to Bidders, in the amount of 10% of the total Base Bid plus ALL possible ADD Alternates, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in the Instruction to

Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by the Contract Documents.
The undersigned hereby certifies that this Proposal is genuine and not sham or collusive 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 refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 90 days after date set for bid opening unless the Owner is delayed in awarding the Contract due to the failure to receive a required approval or permit from one or more reviewing bodies/governmental agencies having jurisdiction over the Project, the sale of bonds, or the award of a grant, in which case, Bids shall remain open for 120 days after the day of Bid Opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award, except as provided by Act 317 of 1978, approved November 26, 1978, which provides for possible extensions of the holding period.

The undersigned submit this Proposal with the full knowledge of the Contract Document and Project requirements and hereby agrees that each phase of the work of this Project, under this Contract, shall be fully and finally completed and ready for occupancy and use on or before the completion date identified for that specific phase in the Contract Documents.

Bidder accepts the provisions of the Agreement as to the liquidated damages for failure to meet the milestone dates defined and substantial completion of the project shall be calculated at One Thousand Dollars ($1,000.00) per day for each calendar day of delay until the work is substantially complete.

The contract amount stated above includes all sales taxes, excise, and other taxes for all materials and appliances subject to and upon which taxes are levied.

The undersigned must enclose the following required attachments to this Bid Form. **Each bidder shall submit one (1) hard copy of the complete bid submission.**

The following shall be included in the bid submission:

1. Form of Proposal, fully executed and notarized
2. Bid Bond or Certified Check or Cashier's check in the amount of 10% of the Bid total and shall include Consent of Surety and Power of Attorney
3. Non-Collusion Affidavit, Signed and Sealed
4. Non-Discrimination Clause, Signed and Sealed
5. PA Public Works Employment Verification Form (E-Verify)

Note that the following will be required to be submitted by ALL Bidders at the request of the Construction Manager within 48 hours of bid submission:

1. Bidder's Qualifications, AIA A305, completed
2. Schedule of Values
3. List of Subcontractors
4. Safety Questionnaire

Note that the successful bidder will be required to submit the following documents and any other documents deemed necessary by the Construction Manager upon issuance of Letter of Intent to Award:

1. Certificate of Insurance
2. Performance Bond in the amount of 100%
3. Payment Bond in the amount of 100%
4. No Lien Agreement
5. Maintenance Bond

The undersigned shall indemnify and hold harmless Council Rock School District, Boyle Construction, Inc., Marotta / Main Architects, Element Environmental Solutions, and all consultants and each officer and employees, with respect to any claims, losses, expenses, costs and reasonable attorney's fees incurred by Council Rock School District, Boyle Construction, Inc., Marotta / Main Architects, Element Environmental Solutions, all consultants and each officer and employees, with regard to the undersigned's failure to comply with these Bid Documents and procedures.

Permits and Inspections: Any required permit fee will be paid by the Owner. Upon award, the successful prime contractor must complete any applicable permit form (and business licenses if required) and submit to the Borough. Inspection fees will be paid for by the Owner. Any additional costs incurred due to failed inspections shall be paid by the prime contractor. Any required contractor or business license fees required by the Borough are to be paid by the prime contractor.

The Owner also reserves the right to solicit independent proposals as required by Council Rock School District guidelines, under a separate contract to perform the services required. **The responsiveness of the Bid and if the Bid is responsible, may be determined by the Owner on the basis of the Unit Prices proposed by the bidder. Unit Prices shall be consistent with verifiable average costs for the work to be performed. Bidders agree that a proposal may be rejected if the Unit Prices submitted are inconsistent with the average cost.** Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from the OWNER. Contract Unit Price shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidentals necessary to complete the specified operation. Contract Unit Price shall also apply to deletion of "furnishing and installing" items from the Project.

In submitting this Bid, it is understood that the OWNER reserves the unrestricted right to reject any and all bids, or to waive any informalities or technicalities in said Bids.

UNIT PRICE ALLOWANCES: The Contractor must provide a change in scope of work (no change in Contract Sum or Contract Time) Change Order for the allowance work, indicating the allowance amount to be utilized, in which the Construction Manager (CMa) must review with the Owner and approve prior to the Contractor performing the Work. Should the allowance amount be exceeded and the Work approved to be performed, the Contractor will provide a Change Order for the additional Work and only be paid by an approved Change Order for the additional related Work. Similarly, should the allowance used be less than the allowance amount, the Contractor will credit the Owner for the unused allowance amount by a Change Order credit. All OH&P for allowances MUST be included within the Base Bid of the Project. NO additional OH&P will be allowed in allowances. Change Orders for the utilization of allowances shall not include OH&P. Change Orders for additional Work exceeding allowance amounts shall include OH&P. Change Orders for credit of unused allowance amounts shall be provided with OH&P in addition to the remaining allowance amount. OH&P for all stipulations noted above is to be a maximum of 5% combined.

THERE ARE NO ALTERNATES FOR ENVIRONMENTAL ABATEMENT CONTRACT

The undersigned hereby acknowledge receipt of following Addenda and has prepared this bid accordingly:

ADDENDUM #_____ Dated_____

ADDENDUM #_____ Dated_____

ADDENDUM #_____ Dated_____

ADDENDUM #_____ Dated_____

ADDENDUM #_____ Dated_____

ADDENDUM #_____ Dated_____

ADDENDUM #_____ Dated_____

SIGNATURES:

In witness whereof, the undersigned has caused this Proposal to be executed this _____ day of _____, 20_____.

INDIVIDUAL, PARTNERSHIP, LLC OR CORPORATION

_____
(Firm Name)

By: _____
(Signature)

_____
(Print Name and Title of Authorized Person to Sign)

State of Incorporation: _____

Business Address: _____

_____

_____

Telephone Number: _____

Email Address: _____

_____
Attest By

_____
Print Name of Person

Business/Corporate Seal:

SECTION 00 13 00 - BID SECURITY FORM

The Bid Security Form utilized for this project shall be a “Bid Bond”, AIA Document A310-2010, included herein, or an approved equal. Reference Section 00 1100, “Instructions to Bidders” for the execution of the Bid Bond.

END OF SECTION 00 13 00

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DRAFT

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)

«Council Rock School District»
«30 North Chancellor Street
Newtown, PA 18940»

BOND AMOUNT: $ « »

PROJECT:
(Name, location or address, and Project number, if any)

«Chancellor Center Renovations»
«30 North Chancellor Street»
«Newtown, PA 18940»

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.

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: (1280005747)

Signed and sealed this « » day of « » , « »

	« »
	(Contractor as Principal) *(Seal)*
	« »
(Witness)	*(Title)*
	« »
	(Surety) *(Seal)*
	« »
(Witness)	*(Title)*

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User Notes: (1280005747)

SECTION 00 13 10 – PROPOSAL CHECKLIST

The following represents a list of those Documents and materials, which will be required in connection with the Project. **Certain items will be required at time of the Bid submission; failure to submit them may result in disqualification of the Bid in accordance with Pennsylvania law; other items will be required after bid date but no later than time set for the Contract execution**. Specific review should be made of Bidding Documents contained in the Project Manual to ascertain what those Documents are and when they are required to be submitted.

Submissions required with the Bid:

[ ] Bid Form fully executed and notarized.

[ ] Bid Bond or Certified Check or Cashier's Check in the amount of 10% of the Bid total and shall include Consent of Surety and Power of Attorney, Signed and Sealed.

[ ] Non-Collusion Affidavit, Signed and Sealed

[ ] Non-Discrimination/Sexual Harassment Clause, Signed and Sealed

[ ] PA Public Works Employment Verification Form (E-Verify)

This checklist is submitted to the Bidders strictly as a courtesy and is not to be binding on the Owner. Responsibility for ascertaining and submitting the Documents needed for consideration of the Bid, and at appropriate time, falls upon each and every Bidder.

Submissions required after requested by the Construction Manager (within 48 hours of bid submission):

[ ] Bidder's Qualifications, AIA A305, completed.

[ ] A Schedule of Values.

[ ] List of Subcontractors.

[ ] Safety Questionnaire

Submissions required after Letter of Intent issued:

[ ] Certificate of Insurance.

[ ] Performance and Payment Bond (100%).

[ ] No Lien Agreement.

[ ] Maintenance Bond.

END OF SECTION 00 13 10

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SECTION 00 14 00 - AGREEMENT OF SURETY

(Note: This Agreement must be properly executed and must accompany the Certified Check, or Bid Bond, whichever is furnished as Bid Security.)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Surety, a corporation existing under the laws of the State of _____, and authorized to transact business in the Commonwealth of Pennsylvania hereby agrees intending to be legally bound hereby, to execute and deliver to the Council Rock School District, within the time limit specified in the Contract Documents, the Performance Bond and Payment Bond in the forms included in the Contract Documents each in an amount of 100% of the Contract Sum, in favor of the Council Rock School District, as required for the faithful performance and proper fulfillment of the contract for the Chancellor Center Renovations, 30 North Chancellor Street, Newtown, PA 18940, Bucks County, Newtown Borough, Pennsylvania, on behalf of _____ (hereinafter called the Bidder) provided that the above contract be awarded to the Bidder within ninety (90) days after the date of opening of the bids or otherwise as set forth in the Instructions to Bidders.

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

Dated: _____, 20__ _____
(CORPORATE SURETY)

WITNESS OR ATTEST:

_____ By: _____
Attorney-in-Fact*

NAME: _____
(Please type)

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

END OF SECTION 00 14 00

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SECTION 00 15 00 - NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of _____

County of _____

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

and that I am authorized to make this affidavit on behalf of said entity.

I state that:

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

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

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

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

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

_____

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

Council Rock School District in awarding the contract(s) for which this Bid is submitted. I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Council Rock School District of the true facts relating to the submission of bids for this contract.

_____
(Name)

_____
(Company, Firm Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

of_____, 20___.

_____ _____
Notary Public My Commission Expires

Notary Seal:

SECTION 00 15 50 – NON-DISCRIMINATION / SEXUAL HARASSMENT CLAUSE

NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Please acknowledge you have read Item above. Sign and date below.

_____ _____

Signature **Date**

RETURN WITH BID PACKAGE

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PUBLIC WORK EMPLOYMENT VERIFICATION ACT

General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act ("the Act"), effective January 1, 2013, 43 P.S. §§167.1-167.11, use the Federal Government's E-Verify system to ensure that all employees performing work on the project, including subcontractor's employees, are authorized to work in the United States.

Verification Form. Verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the Department.

Contractor. Fax the Form, signed by authorized representative of the Contractor, possessing sufficient knowledge to make the representations and certifications in the Form to Contract Awards at 717-705-1504 within 7 days of the bid opening. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and will be subject to the enforcement activities, sanctions and civil penalties specified in the Act.

Subcontractor. Obtain a signed Form from every subcontractor performing work on the project, signed by authorized representative of the subcontractor, possessing sufficient knowledge to make the representations and certifications in the Form and submit it to the Representative when requesting subcontractor approval. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and will subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Include information about the requirements of the Act in all the subcontracts.

The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th and Herr Streets
Harrisburg, PA 17125
Fax: 717-214-3669

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

25-CRSD-01 CHANCELLOR CENTER RENOVATIONS
COUNCIL ROCK SCHOOL DISTRICT

No.	Activity	Start No Earlier Than	Finish No Later Than
1	Notice to Proceed	1/4/2027	
2	Process Shop Drawings/Submittals, Begin procurement of long-lead items	1/5/2027	2/26/2027
3	Site Phase 1		6/30/2027
4	Selective Demolition prior to Abatement Work by GC	1/4/2027	1/18/2027
5	MC, EC, & PC disconnect equipment/utilities prior to Abatement Work	1/4/2027	1/18/2027
6	Building Abatement - All Floors	1/18/2027	2/19/2027
7	Building Selective Demolition - All Floors (Coordinate with Abatement)	1/4/2027	2/26/2027
8	Roof Phasing		8/31/2027
9	Building Weather Tight		8/31/2027
10	Above ceiling M/E/P/FP Complete		9/30/2027
11	Site Phase 2		10/15/2027
12	Energize Permanent Power		11/19/2027
13	Complete Mechanical, Electrical, Plumbing, & Fire Protection Start-Up		12/3/2027
14	Project Substantial Completion		12/17/2027
15	Project Final Completion		1/14/2028

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SECTION 00 19 10 – PERFORMANCE AND PAYMENT BOND

The Performance and Payment Bond to be executed on behalf of the Owner is the American Institute of Architects Document A312 "Performance and Payment Bond ", 2010 Edition, bound herein, is hereby made part of the Contract Documents. Other general industry accepted Performance and Payment Bond forms may also be accepted.

Document A312 is enclosed (2 page) following for each Prime Contractor's review.

END OF SECTION 00 19 10

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DRAFT

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

«Council Rock School District»« »
«30 North Chancellor Street»
Newtown, PA 18940»

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

«Chancellor Center Renovations»
«30 North Chancellor Street»
Newtown, PA 18940»

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:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

«Ms. Jessica Binda-Rischow»
«Council Rock School District»
«30 North Chancellor Street»
«Newtown, PA 18940»
«215-944-1000»
« »

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.

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: (1112959090)

§ 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.

§ 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

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User Notes: (1112959090)

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.

§ 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.

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User Notes: (1112959090)

§ 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:	« »

DRAFT

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

«Council Rock School District»« »
«30 North Chancellor Street»
Newtown, PA 18940»

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

«Chancellor Center Renovations»
«30 North Chancellor Street»
Newtown, PA 18940»

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

«Ms. Jessica Binda-Rischow»
«Council Rock School District»
«30 North Chancellor Street»
«Newtown, PA 18940»
«215-944-1000»
« »

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.

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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§ 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 00 19 30 – MAINTENANCE BOND

Council Rock School District Chancellor Center Renovations

18 MONTH MAINTENANCE BOND

(Please type or print clearly)

BOND # _____

(Renew each term with Maintenance Contract)

Know all men by these presents, that we, the undersigned_____as principal and as sureties, are hereby held and firmly bound unto the Council Rock School District, as Obligee, in the penal sum of_____dollars, (15% of Contract Amount) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this_____day of_____, 20___.

The condition of the above obligation is such that whereas, the above named principal did on the day of___, 20___, enter into a contract with, which said contract is made a part of this the bond the same as though set forth herein:

Now, if said_____shall well and faithfully do and perform the things agreed by_____to be done and performed according to the terms of said contract, and shall pay all lawful claims for subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen, laborer, person, firm or corporation having a just claim, as well as for the Obligee herein; and shall continue said obligation for eighteen months from the date of completion and acceptance of the work to be performed under the said contract to guarantee against defects in the work, which, in the judgment of the Obligee or its successors or assigns having jurisdiction in the premises, are caused by defective or inferior materials and/or workmanship, then this obligation shall be void; otherwise the same shall remain in liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

The Principal and the Surety agree that in case of default in and/or any action arising out of this Bond, the Obligee or any person, association, partnership and/or corporation who shall be entitled to institute and maintain an action upon this Bond, as above provided, may use, for the purpose of the establishment of the claim, a copy of this Bond, duly certified by the Obligee to be true and correct, and the Principal and the Surety agree that any action instituted upon any part of this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.

Each reference in this Bond to the Obligee shall also include the officers, employees and representatives of said Obligee.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF, THE said Principal and Surety have duly executed this Bond in triplicate under seal and day and year first above written.

SIGNED, SEALED AND DATED THIS_____DAY OF_____, 20_ .

PRINCIPAL

Attest: BY (L.S.)

Title of Officer

SECRETARY (SEAL)

Surety

Attest: BY (L.S.)

Title of Officer

SECRETARY (SEAL)

SECTION 00 19 40 - CONTRACTOR QUALIFICATION STATEMENT

The Contractor Qualification Statement is the American Institute of Architect's Document A305 “Contractor Qualification Statement”, 2020 Edition, and is bound herewith.

Document A305 is enclosed (4 pages) following for each Prime Contractor’s review.

END OF SECTION 00 19 40

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AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)
« »

SUBMITTED TO:
(Organization name and address.)
«Client Name»«»
«Street Address
City, State, Zip»

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
« »

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[«X»] Exhibit A – General Information
[«X»] Exhibit B – Financial and Performance Information
[«X»] Exhibit C – Project-Specific Information
[«X»] Exhibit D – Past Project Experience
[« »] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

« »
Organization's Authorized Representative Signature **Date**

« »
Printed Name and Title

NOTARY
State of: « »
County of: « »
Signed and sworn to before me this « » day of « » « »

Notary Signature

My commission expires: « »

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DRAFT AIA® Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by « » and dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

« »

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

« »

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

« »

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

« »

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

« »

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

« »

.2 If your organization is a partnership, identify its partners and its date of organization.

« »

.3 If your organization is individually owned, identify its owner and date of organization.

« »

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User Notes: (1463371110)

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

« »

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

« »

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

« »

§ A.1.3.2 How many full-time employees work for your organization?

« »

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

« »

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

« »

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

« »

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

« »

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

« »

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

« »

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

« »

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§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

« »

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

« »

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

« »

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

« »

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

« »

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

« »

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

« »

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DRAFT AIA® Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by « » and dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

« »

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

« »

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

« »

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

« »

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

« »

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

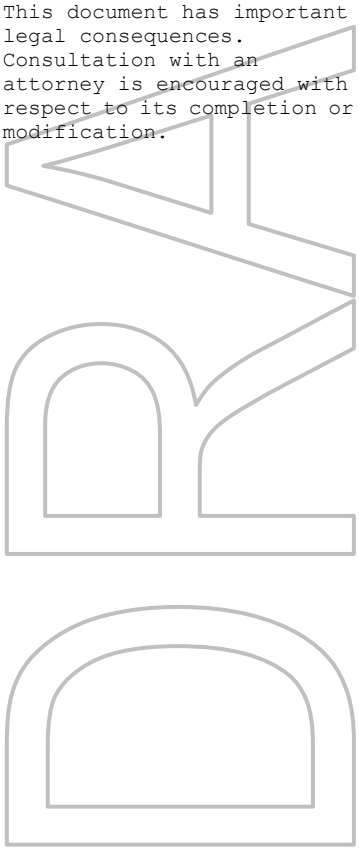
.1 failed to complete work awarded to it?

« »

.2 been terminated for any reason except for an owners' convenience?

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.

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



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User Notes: (1448040498)

« »

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

« »

.4 filed any lawsuits or requested arbitration regarding a construction project?

« »

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

« »

.2 had any business or professional license subjected to disciplinary action?

« »

.3 been penalized or fined by a state or federal environmental agency?

« »

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DRAFT AIA® Document A305™ – 2020
Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by « » and dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

« »
« »

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

« »

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

« »

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

« »

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

« »

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

« »

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

« »

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

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« »

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

« »

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

« »

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

« »

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

« »

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

« »

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

« »

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

« »

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

« »

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

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« »

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

« »

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

« »

§ C.5.2 Surety company name:

« »

§ C.5.3 Surety agent name and contact information:

« »

§ C.5.4 Total bonding capacity:

« »

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

« »

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AIA® Document A305™ – 2020
Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☑ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

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AIA® Document A305™ – 2020
Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☑ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

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SECTION 00 19 50 – SAFETY PRE-QUALIFICATION QUESTIONNAIRE

The Safety Pre-Qualification Questionnaire, bound herewith, is to be completed by each Bidder.

Safety Pre-Qualification Questionnaire is enclosed following for each Prime Contractor's review.

END OF SECTION 00 19 50

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Subcontractor Pre-Qualification Safety Questionnaire

Job#: _____

Date: _____

Subcontractor Name: _____

Information required in this document will be provided to the above-named client. Client will Review and make all determinations regarding acceptability based on initial and any follow up Information requested.

Company Information

Address _____ Phone Number _____

City _____ Fax Number _____

State _____ Zip Code _____ e-mail _____

SIC Code _____ Yrs. In Business _____

Corp. Safety Director _____

Phone Number _____

E-mail _____

Company Background (Explain the type of work your company performs)

Section A: Experience Modification Rate

Please obtain from your insurance agent/broker/carrier, Company's EMR for the last four (4) rating periods. Contractor may be considered ineligible if current year or most recent three-year average EMR is above the identified threshold:

Experience Modification Rate Threshold (EMR)	1.0		
Current Year EMR		Policy Year	
Previous Year 1		Policy Year	
Previous Year 2		Policy Year	
Previous Year 3		Policy Year	

If Contractor's current EMR, or average EMR over the most recent three (3) year period is above the identified threshold, the following information must be provided:

1. Written explanation of why contractor's EMR is above identified threshold;
2. Written outline of corrective actions currently being undertaken to reduce injuries, illnesses and Worker's Compensation losses by the contractor;
3. Copy of Contractor's Corporate Safety and Health Program
4. Name and qualification of individual(s) responsible for managing and overseeing this initiative;
5. Copy of Contractor's Worker's Compensation Loss Runs for the past 3 years.

Determinations made are based on the above information provided, as long as contractor has satisfied the requirements of Section A, even if its current or three-year average EMR is above the identified threshold.

Section B: OSHA Incident Rates

Evaluation of the Contractor's OSHA Recordable and Loss Time Incidence Rate compared to the most current data provided by the Annual Survey of Occupational Injuries and Illness conducted by the Bureau of Labor Statistics, U.S. Department of Labor (BLS). The Contractors must recent three-year (3) period will be evaluated.

Contractor may be considered ineligible if Total Recordable or Loss Time Incidence Rate average for the most recent three-year (3) period exceeds the applicable statistical standards for its business category.

Please provide your North American Industry Classification System (NAICS) Code _____

Contractor's company-wide OSHA Recordable Incidence Rate for past 3 years:

Year _____ # of Cases _____ Total Co. Hrs. Worked _____ T.R.I.R _____

Year _____ # of Cases _____ Total Co. Hrs. Worked _____ T.R.I.R _____

Year _____ # of Cases _____ Total Co. Hrs. Worked _____ T.R.I.R _____

Contractor's Company-wide OSHA Loss Time Incidence Rate for past 3 years:

Year _____ # of Cases _____ Total Co. Hrs. Worked _____ L.T.I.R _____

Year _____ # of Cases _____ Total Co. Hrs. Worked _____ L.T.I.R _____

Year _____ # of Cases _____ Total Co. Hrs. Worked _____ L.T.I.R _____

Information to assist in completing Section B, #2 and #3:

OSHA Recordable Incidence Rate = $\frac{\textit{Total \# of Recordable Cases x 200,000}}{\textit{Divided by Company Man Hours}}$

OSHA Loss Time Incidence Rate = $\frac{\textit{Total \# of Loss Time Cases x 200,000}}{\textit{Divided by Company Man Hours}}$

If Contractor's average total recordable or loss time incident rate compared to the most recent three-year (3) period exceeds the applicable statistical standards for its business category, the contractor must submit the following:

1. Written explanation why Contractor's Incidence Rate exceeds the BLS Incidence Rate;
2. Written outline of corrective actions currently being undertaken to reduce employee injuries and illnesses;
3. Copy of Contractor's Corporate Safety and Health Program;
4. Copy of Contractor's OSHA 300 log for each of the past three (3) years.

Determinations made are based on the above information provided, if the Contractor has satisfied the requirements of Section B even though it has an Incidence Rate that exceeds the BLS Incidence Rate.

Section C: OSHA History

Contractor's OSHA inspection history with respect to Serious, Repeat and Willful citations during the past five (5) year period will be evaluated.

Has Contractor received any Serious, Repeat or Willful Citations within the past five years, beginning immediately prior to the submittal of this questionnaire? This includes contested citations that have not yet been resolved.

☐ YES ☐ NO

If yes, list total number of citations by type and per year in the chart below. Submit copies of all citations and explanation of abatement actions taken to the client.

Year		Serious		Repeat		Willful		Fatality		Total	
Year		Serious		Repeat		Willful		Fatality		Total	
Year		Serious		Repeat		Willful		Fatality		Total	
Year		Serious		Repeat		Willful		Fatality		Total	
Year		Serious		Repeat		Willful		Fatality		Total	

If Contactor answered NO to having received any citations classified as Serious, Repeat, or Willful and such violations are found during the verification process, the Contractor may be considered ineligible by the client.

Section D: Safety Culture

Contractor must answer **ALL** questions in section below with either a YES or NO response. Each YES answer is worth "5" points and each NO answer is worth "0" points. Maximum possible score is 100. (For example, 20 questions with 20 answered YES equals 100; 15 answered YES equals 75.)

Minimum Required Score 80

Safety Policy and Procedure Questions:

1. Does Contractor have a written corporate safety and health program? ☐ YES ☐ NO
2. Does Contractor develop a project specific safety and health plan for each project? ☐ YES ☐ NO
3. Does Contractor clearly outline Names, Roles and Responsibility regarding safety for all management personnel assigned to a project? ☐ YES ☐ NO
4. Does Contractor implement and enforce a Substance Abuse Testing Program? ☐ YES ☐ NO

Safety Policy and Procedure Questions Cont.

5. Does Contractor perform pre-construction safety planning prior to the start of the project as well as major operations (i.e. foundation, steel erection, façade, excavation) addressing scope of work, exposures associated with work, controls necessary to eliminate or mitigate exposure? ☐ YES ☐ NO

6. Does Contractor complete Job Hazard Analysis (JHA) prior to the start of a new task identify And reviewed with crews performing the task? ☐ YES ☐ NO

7. Does Contractor assign an onsite safety representative to the project who has the authority and has been allocated sufficient time to audit and enforce safety compliance? ☐ YES ☐ NO

8. Does the Contractor implement and enforce a Fall Management program at heights in excess of six (6) feet for all trades? ☐ YES ☐ NO

9. Does Contractor conduct and document employee orientation for all workers assigned to the project? ☐ YES ☐ NO

10. Does Contractor implement an employee disciplinary action program regarding failure to comply with safety requirements and procedures? ☐ YES ☐ NO

11. Does Contractor hold its project management personnel accountable for safety performance of the project they are assigned to? ☐ YES ☐ NO

12. Does Contractor conduct ongoing job site safety audits with corrective action taken for deficiency? ☐ YES ☐ NO

13. Accident investigation performed to determine cause and corrective action to prevent reoccurrence? ☐ YES ☐ NO

14. Does Contactor provide ongoing safety training to its office and field management personnel? ☐ YES ☐ NO

15. Does Contractor provide ongoing safety training to its field labor forces? ☐ YES ☐ NO

16. Does Contractor hold and document weekly or more frequent safety meetings onsite? ☐ YES ☐ NO

17. Does Contractor hold subcontractors accountable for adhering to safety requirements and procedures set forth on the project? ☐ YES ☐ NO

18. Does Contractor employ full-time Safety Director? ☐ YES ☐ NO

19. Does Contractor identify by name and qualification competent persons assigned to project? ☐ YES ☐ NO

20. Does Contractor develop a project specific emergency response plan that is reviewed with All workers? ☐ YES ☐ NO

Contractor Score

Completed by

Name _____

Signature _____

Title _____

Date _____

SECTION 00 31 26 – EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions. All Prime Bidders will receive the below listed items as part of the Bid Documents.

A. An existing Hazardous Materials Investigation report for the existing Chancellor Center, prepared by Element Environmental Solutions, Inc. dated September 23, 2026, is included as Specification Section 003126A.

B. An existing hazardous material investigation report for Asbestos Bulk Sampling at the existing Chancellor Center, prepared by Element Environmental Solutions, Inc. dated October 9, 2026, is included as Specification Section 003126B.

1.2

A. Bidder may rely on the scope and technical information contained in the above referenced documents for the purposes of coordination and defining the scope of work that will be in the Environmental Remediation contract.

B. Bidder shall include all other work required for demolition, repair, renovation or new construction that is not listed in the Environmental scope, or that is required as a function of the Environmental scope to complete the Project.

C. Bidder shall visit the site and review all bid documents to familiarize themselves with existing conditions and the full project scope required. Should Bidder determine that additional information is required, the Bidder shall notify the Environmental Consultant or Construction Manager.

END OF SECTION 00 31 26

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ELEMENT ENVIRONMENTAL
S O L U T I O N S

September 23, 2026

Jessica Binda-Rischow
Supervisor of Facilities/Physical Plant
Council Rock School District
The Chancellor Center
30 North Chancellor Street
Newtown, PA 18940

RE: Hazardous Materials Investigation
Chancellor Center (Administration Building)
E2S Project 1041.0025

Dear Jessica:

Element Environmental Solutions, Inc. (E2S) was contracted by the Council Rock School District to perform a hazardous materials investigation of the Chancellor Center (CRSD Administration Building), located at 30 N. Chancellor Street, Newtown, Pennsylvania. The purpose of the investigation was to identify any hazardous materials that could be impacted by upcoming renovation project.

Introduction

Representatives from E2S were on site on Friday, August 28, 2026, to perform the hazardous materials investigation. The investigation included a visual inspection and sampling for asbestos-containing materials (ACM) and lead based paint (LBP), a visual inspection for mercury and PCB-containing devices and equipment, and any other potentially hazardous or environmentally regulated materials. This report also includes information gathered from the limited asbestos bulk sampling (above ceiling) performed on June 3, 2026, and documented in the report dated June 12, 2026 (referenced throughout this report and included in Appendix C). Our representatives, Messrs. David Bertsch and Michael Seifrit, are Environmental Protection Agency (EPA) certified Asbestos Building Inspectors and are licensed as such by the Pennsylvania Department of Labor and Industry (Pa DLI). Mr. Bertsch is also an EPA-certified and PA-licensed Lead Inspector/Risk Assessor. See Appendix B for accreditations.

Summary

Our representatives performed an initial walkthrough of the building, both interior and exterior, to locate suspect ACM, lead based paint (LBP), and locate suspect light ballasts, light tubes, electronic devices, etc., and documented all findings on field data forms. Based upon the visual inspection, bulk samples were collected of suspect ACM and suspect LBP. The samples were submitted to an accredited laboratory for asbestos analysis by Polarized Light Microscopy (PLM) and for lead analysis by Flame Atomic Absorption Spectroscopy (Flame AAS). The laboratory utilized for this project was: EMSL Analytical, Inc. located in Cinnaminson, New Jersey. EMSL is an American Industrial Hygiene Association (AIHA) and a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for asbestos PLM analysis and a National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory for lead Flame AAS analysis.

Samples were not collected of suspect materials for mercury or PCBs due to destructive sampling methods required; however, E2S visually inspected labels and devices, if found, for documentation pertaining to the content of the materials. If required, assumptions were made to err on the side of caution when handling and disposing or recycling of these materials. The results and findings of the investigation are summarized below and on the referenced tables, for each material referenced above.

Asbestos

The following suspect materials were identified above the existing plaster ceilings, sampled, and determined to contain asbestos at EPA-regulated levels (>1%), based on previous sampling (6/3/26 limited bulk sampling):

- **Sound Insulation – Paper Wrap (White) – located above plaster ceilings between the wood joists in the 1871 and 1918 Buildings**
- **Pipe Insulation (above plaster ceiling) – assumed above ceilings and inside walls throughout the 1871, 1894, 1918 and 1932 Buildings (inaccessible)**

The following suspect materials were identified, sampled, and determined to contain asbestos below EPA-regulated levels (<0.25%), based on previous sampling (6/3/26 limited bulk sampling):

- Ceiling Plaster – Base Coat (Tan/Gray)

The following suspect materials were identified, sampled, and determined NOT to contain asbestos, based on previous sampling (6/3/26 limited bulk sampling):

- Ceiling Plaster – Skim Coat (White/Tan)
- Sound Insulation (Brown/Tan/Black)

The following suspect materials were identified, sampled, and determined to contain asbestos at EPA-regulated levels (>1%), during this investigation (8/28/26 hazardous materials investigation):

- **Window Caulk (Original exterior of 1871 Building, now located in the 2002 Addition)**
- **Window Glazing (Original exterior of 1871 Building, now located in the 2002 Addition)**
- **Exterior Window Caulk (1894)**
- **Exterior Window Glazing (1894)**

The following suspect materials were identified, sampled, and determined to contain asbestos below EPA-regulated levels (<1%), during this investigation (8/28/26 hazardous materials investigation):

- Exterior Door Caulk (1932)
- Exterior Window Glazing (1932)
- Wall Plaster – Texture/Paint Layer (Blue) (1894)
- Wall Plaster – Base Coat (Gray/Tan) (1918)

The following suspect materials were identified, sampled, and determined NOT to contain asbestos, during this investigation (8/28/26 hazardous materials investigation):

- Ceiling Plaster – Base and Skim Coats (1894)
- Paper Insulation between Wood Decking (1894)

- Wall Plaster – Base and Skim Coats (1932 Stairwell)
- Stair Tread Grip Strips (1932 Stairwell)
- Mastic Ends on Fiberglass-Insulated Pipe
- Drywall/Joint Compound
- Green 1' x 1' Floor Tile and Mastic (White/Black/Yellow)
- Carpet Glue (Gray/Yellow/Green)
- Sink Undercoating (White)
- White w/Gray Spec 1' x 1' Floor Tile and Mastic (Gray/White/Yellow)
- Cove Base Mastic (White)
- Drywall/Plaster Ceiling (1871 Storage/Music Storage)
- Exterior Window Caulk (1932)
- Exterior Door Caulk (1918)
- Wall Plaster – Base Coat (Gray) (1894)
- Wall Plaster – Texture/Paint Layer (White) (1918)
- Wall Plaster/Paint (Gray/Tan/Blue) (1871)
- Cove Base Mastic (Tan)
- Joint Compound (White)

Note: The existing roof systems were not sampled during this investigation. If necessary for documentation purposes, based on the scope of the renovations involving the roof systems, we can schedule sampling at a future date (coordination w/licensed roofer will be required for core sampling and patching).

Please refer to Table 1 for a summary of bulk sample analytical results, and to Table 3 for a summary of findings and estimated abatement costs for all identified ACM.

Lead

E2S performed composite lead-based paint chip sampling of various painted surfaces and components throughout the building. The EPA/HUD definition of LBP (>0.5 % wt by laboratory analysis) was used as a threshold to identify LBP. Refer to Table 2 for a summary of paint chip sample analytical results.

The following painted surfaces were identified, tested, and determined to contain lead at EPA/HUD regulated, lead-based paint (LPB) levels, as defined above:

- **Window Trim (Original exterior of 1871 Building, now located in the 2002 Addition)**
- **Interior Wood Doors/Door Trim**
- **Exterior Wood Windows/Doors/Trim**

Analysis results of all other representative painted surfaces that were sampled were less than the EPA regulated, lead-based paint (LPB) levels, as defined above, however, some of the painted surfaces contained detectable (very low) levels of lead and are considered lead-containing as defined by OSHA (see below). **Please refer to Table 2 for a summary of lead paint chip sample analytical results for each representative painted surface that was sampled.**

Surfaces containing any amounts of lead are regulated by Occupational Health and Safety Administration (OSHA) and all construction work that impacts painted components containing lead shall be performed in accordance with the OSHA Lead-in Construction Standard (29 CFR 1926.62), as applicable to the work being performed; and a proper waste management plan shall be utilized to certify that the waste properly disposed or recycled, as applicable. Contractors working on the project are responsible for fulfilling all applicable OSHA requirements pertaining to lead, as well as all other applicable federal, state or local requirements or regulations pertaining to lead-in construction.

In addition, for the surfaces and components where LBP was identified (as listed above), assuming the project is not deemed a "lead abatement" project, there is no requirement that the work be performed by a licensed lead abatement contractor and personnel; however, if the future use of the facility is defined as "child-occupied" or "target housing" by the EPA, there is a requirement that the work be performed by a licensed EPA Lead Renovator and personnel, and a requirement to follow the EPA Renovation, Repair and Painting (RRP) Rule for renovation projects impacting LBP, only if applicable to the work performed and future use of the facility (present use of CRSD Admin - RRP does not apply).

PCB's, Mercury, and Other Suspect Hazardous Materials

Light ballasts were randomly inspected, and ballasts visually checked were determined to be either Philips Advance or Sylvania Quicktronic® (electronic ballasts), both labeled with the "No PCB's" notation. However, not all ballasts were checked, and PCB ballasts (ballasts not labeled "No PCB's") may be present. The ballasts which are demarcated as non-PCB containing may be recycled as non-PCB ballasts in accordance with applicable industry standards for those types of ballasts (electronic ballasts). PCB ballasts, if encountered, should be recycled as PCB ballasts in a facility that accepts PCB ballasts as universal waste. Any leaking ballasts would need to be disposed of as hazardous waste unless testing is performed to classify the waste for PCBs, as applicable.

Fluorescent light tubes were also visually inspected, and those visually checked were determined to be manufactured by either Philips or Sylvania, and are assumed to contain amounts of mercury that could deem them "hazardous waste" for disposal purposes (some tubes were labeled with the Mercury elemental symbol Hg). E2S recommends that all tubes be removed prior to demolition of the lighting fixtures, if included in the renovation scope of work, and sent for recycling as universal waste, to a facility that accepts mercury-containing light tubes as part of their universal waste program.

E2S visually inspected electrical and mechanical equipment and devices, and any other suspect hazardous materials, and identified thermometers in mechanical spaces that could potentially contain mercury. No suspect PCB-containing (oil) transformers were identified, just dry-type transformers, which contain no suspected oil. We recommend a certified recycling facility is utilized to handle all mercury/PCB and other hazardous material recycling and disposal (universal waste).

Please refer to Table 3 for a breakdown of estimated abatement costs for all hazardous materials identified including costs for PCB's and Mercury recycling. Estimated recycling costs for mercury and PCB containing items are based upon pricing lists for reputable recycling facilities and include recycling fees only; transportation fees and labor costs to remove light fixtures/devices are not included. We recommend a certified recycling facility be utilized to handle all mercury/PCB hazardous material recycling, as necessary.

Please refer to Table 1 for a summary of asbestos bulk sampling and results, Table 2 for a summary of lead-based paint chip sampling and results, and Table 3 for a summary of findings and cost estimates for abatement of identified hazardous materials. Laboratory analytical reports from EMSL Analytical, Inc. for the PLM asbestos bulk samples and Flame AAS paint chip samples collected by E2S can be found in Appendix A, accreditations (certifications and licenses) for E2S representatives can be found in Appendix B, and the limited asbestos bulk sampling (above ceiling) report, dated June 12, 2026, can be found in Appendix C.

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Sincerely,
E2S, Inc.



David C. Bertsch
Operations Manager, IAQ

Table 1 - Asbestos Bulk Sample Analytical Results - CRSD Chancellor Center (Admin) - August 28, 2026

Sample Number	Location	Material Description	Analytical Result (PLM)
CC-8/28-01BK-Plaster	1894 Bldg - 1st Floor Corridor	Ceiling Plaster - Base Coat (Gray/Rust)	None Detected
CC-8/28-01BK-Skim Coat	1894 Bldg - 1st Floor Corridor	Ceiling Plaster - Skim Coat (White)	None Detected
CC-8/28-02BK	1894 Bldg - 1st Floor Corridor	Paper Insulation between Wood Decking	None Detected
CC-8/28-03BK-Plaster	1932 Bldg - Stairwell	Wall Plaster - Base Coat (Gray)	None Detected
CC-8/28-03BK-Skim Coat	1932 Bldg - Stairwell	Wall Plaster - Skim Coat (White)	None Detected
CC-8/28-04BK	1932 Bldg - Stairwell	Stair Tread Grip Strips (Tan/Black)	None Detected
CC-8/28-05BK	1918 Bldg - 1st Floor Corridor	Mastic End on Fiberglass-Insulated Pipe	None Detected
CC-8/28-06BK-Drywall	1918 Bldg - 1st Floor Corridor	Drywall	None Detected
CC-8/28-06BK-JC	1918 Bldg - 1st Floor Corridor	Joint Compound	None Detected
CC-8/28-07BK	**1871/2002 Bldg - 2nd Floor Work Rm**	**Window Caulk (Original exterior of 1871 Bldg)**	**3% Chrysotile**
CC-8/28-08BK	**1871/2002 Bldg - 2nd Floor Work Rm**	**Window Glazing (Original exterior of 1871 Bldg)**	**4% Chrysotile**
CC-8/28-09BK-FT	1871 Bldg - Ground Floor Corridor	Green 1' x 1' Floor Tile	None Detected
CC-8/28-09BK-Mastic	1871 Bldg - Ground Floor Corridor	1' x 1' Floor Tile Mastic (White/Black/Yellow)	None Detected
CC-8/28-10BK	1871 Bldg - Ground Floor Corridor	Carpet Glue (Gray/Yellow/Green)	None Detected
CC-8/28-11BK	1871 Bldg - Ground Floor Corridor	Sink Undercoating (White)	None Detected
CC-8/28-12BK-FT	1918 Bldg - Ground Floor Work Rm	White w/Gray Spec 1' x 1' Floor Tile	None Detected
CC-8/28-12BK-Mastic	1918 Bldg - Ground Floor Work Rm	1' x 1' Floor Tile Mastic (Gray/White/Yellow)	None Detected
CC-8/28-13BK	1918 Bldg - Ground Floor Work Rm	Cove Base Mastic (White)	None Detected
CC-8/28-14BK	1871 Bldg - Ground Floor Storage	Drywall/Plaster Ceiling	None Detected
CC-8/28-15BK-Drywall	1871 Bldg - Ground Floor Music Storage	Drywall/Plaster Ceiling (Drywall Layer)	None Detected
CC-8/28-15BK-Plaster	1871 Bldg - Ground Floor Music Storage	Drywall/Plaster Ceiling (Plaster Base Coat)	None Detected
CC-8/28-15BK-Skim Coat	1871 Bldg - Ground Floor Music Storage	Drywall/Plaster Ceiling (Plaster Skim Coat)	None Detected
CC-8/28-16BK	**1894 Bldg - Exterior**	**Window Caulk**	**3% Chrysotile**
CC-8/28-17BK	**1894 Bldg - Exterior**	**Window Glazing**	**2% Chrysotile**
CC-8/28-18BK	1932 Bldg - Exterior	Door Caulk	*<1% Chrysotile*
CC-8/28-19BK	1932 Bldg - Exterior	Window Caulk	None Detected
CC-8/28-20BK	1932 Bldg - Exterior	Window Glazing	*<1% Chrysotile*
CC-8/28-21BK	1918 Bldg - Exterior	Door Caulk	None Detected
CC-8/28-22BK-Plaster	1894 Bldg - Storage	Wall Plaster - Base Coat (Gray)	None Detected
CC-8/28-22BK-Texture	1894 Bldg - Storage	Wall Plaster - Texture/Paint Layer (Blue)	*<1% Chrysotile*
CC-8/28-23BK-Plaster	1918 Bldg - Classroom 2 Closet	Wall Plaster - Base Coat (Gray/Tan)	*<1% Chrysotile*
CC-8/28-23BK-Texture	1918 Bldg - Classroom 2 Closet	Wall Plaster - Texture/Paint Layer (White)	None Detected
CC-8/28-24BK	1871 Bldg - IT Director Closet	Wall Plaster/Paint (Gray/Tan/Blue)	None Detected
CC-8/28-25BK-Mastic	1871 Bldg - IT Director Closet	Cove Base Mastic (Tan)	None Detected
CC-8/28-25BK-Joint Compound	1871 Bldg - IT Director Closet	Joint Compound (White)	None Detected

EPA definition of asbestos-containing material (ACM) = >1% asbestos (line items BOLD)

Table 2 - Lead Paint Chip Sample Analytical Results - CRSD Chancellor Center (Admin) - August 28, 2026

Sample Number	Location	Material Description	Analytical Result (Flame AAS)
CC-8/28-01PC	**1871/2002 Bldg - Work Rm**	**Window Trim (Original Exterior of 1871 Bldg)**	**18 % wt**
CC-8/28-02PC	Throughout Interior (Composite)	Plaster Walls/Ceilings	0.014 % wt
CC-8/28-03PC	**Throughout Interior (Composite)**	**Wood Doors/Door Trim**	**0.63 % wt**
CC-8/28-04PC	Throughout Interior (Composite)	Wood Windows/Trim/Baseboards/Wainscotting	0.077 % wt
CC-8/28-05PC	**Exterior (Composite)**	**Wood Windows/Doors/Trimwork**	**1.5 % wt**

EPA definition of lead-based paint (LBP) = > 0.5% lead (line items BOLD)

Table 3 - Summary of Findings and Estimated Removal Costs - CRSD Chancellor Center (Admin) - August 28, 2026

Location	Floor	Material Description	Estimated Quantity	Estimated Cost
1871 Building (Assumed Throughout)	First	ACM Soundproofing Insulation - Paper Wrap (Above Plaster Ceilings - Between Joists)*	1,700 S.F.	$34,000.00
1918 Building (Assumed Throughout)	First	ACM Soundproofing Insulation - Paper Wrap (Above Plaster Ceilings - Between Joists)*	4,650 S.F.	$93,000.00
1871/2002 Buildings	First/Second	Window Caulk/Glazing (Original Exterior of 1871 Bldg - now part of the 2002 addition)	4 Windows	$2,000.00
1932 Building	First	ACM Pipe Insulation (Above Plaster Ceiling - Includes Demo to Access)**	5 L.F.	$1,000.00
Exterior - 1894 Building	Ground	ACM Window Caulk/Glazing	5 Windows	$2,500.00
Throughout	TBD	Inaccessible ACM (Above hard ceilings, inside walls, etc.)	TBD	$10,000.00
Throughout	First/Second	Original Chalkboard Adhesive (Assumed ACM) - **not part of current renovation scope**	Not Quantified	$0.00
Mobilization Fee			1	$1,500.00
TOTAL - Asbestos Abatement - Estimated Removal Costs (includes all known and assumed ACM, actual abatement required depends on the scope of the renovations)				**$144,000.00**
Throughout		Mercury-Containing Light Tubes (Assumed)	224 Tubes	$225.00
Throughout		Light Ballasts (No PCB's)	112 Ballasts	$225.00
Mechanical Spaces, etc.		Mercury Thermometers (Assumed)	Not Quantified	$500.00
TOTAL - Hazardous Materials (Recycling fees only, does not include labor for removal or transportation fees)				**$950.00**

Note: Estimated asbestos abatement/removal costs are based on typical unit costs assuming all materials are removed during one (1) site mobilization. If materials are removed in small quanitites, a minimum contractor mobilization fee of $1,500-$2,000 should be added to the estimated costs, as applicable.

*Estimated quantities include entire 1871/1918 building S.F., ACM was identified through 1 opening in the 1871 corridor and 2 openings in the 1918 building (Seminar Room and Historic Classroom 2). Actual abatement to be determined based on demolition scope involving plaster ceilings. Estimated cost includes demolition of existing plaster ceilings and the ACM soundproofing insulation - Paper Wrap.

**Additional inaccessible (Above hard ceilings, inside walls, etc.) ACM pipe insulation may exist throughout the 1871, 1894, 1918 and 1932 buildings (to be determined based on demo scope)

Appendix A

Laboratory Analytical Reports – EMSL Analytical, Inc.

Asbestos Bulk - Polarized Light Microscopy (PLM)

Lead Paint Chip – Flame Atomic Absorption Spectroscopy (Flame AAS)

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042618505
Customer ID:	ELES42
Customer PO:	1041.0025
Project ID:	

Attention:	David Bertsch	**Phone:**	(717) 484-5111
	Element Environmental Solutions, Inc.	**Fax:**	
	61 Willow Street	**Received Date:**	09/01/2026 10:00 AM
	PO Box 921	**Analysis Date:**	09/09/2026
	Adamstown, PA 19501	**Collected Date:**	08/28/2026
Project:	CRSD - Chancellor - Center Admin		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
CC-8/28-01BK-Plaster *042618505-0001*	1894 Bldg - 1st Floor Corridor - Ceiling Plaster	Gray/Rust Fibrous Homogeneous	2% Hair	45% Quartz 53% Non-fibrous (Other)	None Detected
CC-8/28-01BK-Skim Coat *042618505-0001A*	1894 Bldg - 1st Floor Corridor - Ceiling Plaster	White Non-Fibrous Homogeneous		25% Ca Carbonate 75% Non-fibrous (Other)	None Detected
CC-8/28-02BK *042618505-0002*	1894 Bldg - 1st Floor Corridor - Paper between Wood Ceiling Deck	Brown/Black Fibrous Heterogeneous	70% Cellulose 5% Synthetic	25% Non-fibrous (Other)	None Detected
CC-8/28-03BK-Plaster *042618505-0003*	1932 Bldg - Stairwell - Wall Plaster	Gray Non-Fibrous Homogeneous		40% Quartz 60% Non-fibrous (Other)	None Detected
CC-8/28-03BK-Skim Coat *042618505-0003A*	1932 Bldg - Stairwell - Wall Plaster	White Non-Fibrous Homogeneous		10% Quartz 20% Ca Carbonate 70% Non-fibrous (Other)	None Detected
CC-8/28-04BK *042618505-0004* *Result includes a small amount of inseparable attached material*	1932 Bldg - Stairwell - Stair Tread Grip Strips	Tan/Black Fibrous Heterogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
CC-8/28-05BK *042618505-0005*	1918 Bldg - 1st Floor Corr. - Mastic End of FGIP	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
CC-8/28-06BK-Drywall *042618505-0006*	1918 Bldg - 1st Floor Corr. - Drywall	Brown/White Fibrous Homogeneous	15% Cellulose 3% Glass	40% Gypsum 42% Non-fibrous (Other)	None Detected
CC-8/28-06BK-JC *042618505-0006A*	1918 Bldg - 1st Floor Corr. - JC	White Non-Fibrous Homogeneous		65% Ca Carbonate 35% Non-fibrous (Other)	None Detected
CC-8/28-07BK *042618505-0007*	2002 Bldg - 2nd Fl Work Rm - Original Window Caulk	Gray/White/Black Fibrous Heterogeneous	2% Fibrous (Other)	25% Ca Carbonate 70% Non-fibrous (Other)	**3% Chrysotile**
CC-8/28-08BK *042618505-0008*	2002 Bldg - 2nd Fl Work Rm - Original Window Glazing	Tan/White Fibrous Heterogeneous		30% Ca Carbonate 66% Non-fibrous (Other)	**4% Chrysotile**
CC-8/28-09BK-FT *042618505-0009*	1871 Bldg - Ground Floor Corr. - Green 1x1 FT	Green Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
CC-8/28-09BK-Mastic *042618505-0009A*	1871 Bldg - Ground Floor Corr. - Mastic	White/Black/Yellow Fibrous Heterogeneous	5% Cellulose	20% Ca Carbonate 75% Non-fibrous (Other)	None Detected
CC-8/28-10BK *042618505-0010*	1871 Bldg - Ground Floor Corr. - Carpet Glue	Gray/Yellow/Green Fibrous Heterogeneous	3% Cellulose	20% Ca Carbonate 77% Non-fibrous (Other)	None Detected
CC-8/28-11BK *042618505-0011*	1871 Bldg - Ground Floor Corr. - Sink Undercoating (White)	White Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected

Initial report from: 09/09/2026 14:27:49

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042618505
Customer ID:	ELES42
Customer PO:	1041.0025
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
CC-8/28-12BK-FT *042618505-0012*	1918 Bldg - Ground Fl Work Room - White w/ Gray Spec 1x1 FT	Gray/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
CC-8/28-12BK-Mastic *042618505-0012A*	1918 Bldg - Ground Fl Work Room - Mastic	Gray/White/Yellow Non-Fibrous Heterogeneous		25% Ca Carbonate 75% Non-fibrous (Other)	None Detected
CC-8/28-13BK *042618505-0013*	1918 Bldg - Ground Fl Work Room - Cove Base Mastic	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
CC-8/28-14BK *042618505-0014*	1871 Bldg - Ground Fl Storage - Drywall/Plaster Ceiling	Brown/Gray Fibrous Homogeneous	15% Cellulose	40% Gypsum 5% Perlite 40% Non-fibrous (Other)	None Detected
CC-8/28-15BK-Drywall *042618505-0015*	1871 Bldg - Ground Fl Music Storage - Drywall/Plaster Ceiling	Brown/Gray Fibrous Homogeneous	15% Cellulose	45% Gypsum 40% Non-fibrous (Other)	None Detected
CC-8/28-15BK-Plaster *042618505-0015A*	1871 Bldg - Ground Fl Music Storage - Drywall/Plaster Ceiling	Gray Non-Fibrous Homogeneous		45% Gypsum 10% Perlite 45% Non-fibrous (Other)	None Detected
CC-8/28-15BK-Skim Coat *042618505-0015B*	1871 Bldg - Ground Fl Music Storage - Drywall/Plaster Ceiling	White Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
CC-8/28-16BK *042618505-0016*	Exterior - 1894 Bldg - Window Caulk	Gray/White Fibrous Heterogeneous		25% Ca Carbonate 72% Non-fibrous (Other)	**3% Chrysotile**
CC-8/28-17BK *042618505-0017*	Exterior - 1894 Bldg - Window Glazing	Tan/White Fibrous Heterogeneous		25% Ca Carbonate 73% Non-fibrous (Other)	**2% Chrysotile**
CC-8/28-18BK *042618505-0018* *Inseparable paint / coating layer included in analysis*	Exterior - 1932 Bldg - Door Caulk	White Fibrous Heterogeneous		25% Ca Carbonate 75% Non-fibrous (Other)	**<1% Chrysotile**
CC-8/28-19BK *042618505-0019*	Exterior - 1932 Bldg - Window Caulk	Gray/White Non-Fibrous Heterogeneous		25% Ca Carbonate 75% Non-fibrous (Other)	None Detected
CC-8/28-20BK *042618505-0020*	Exterior - 1932 Bldg - Window Glazing	Tan/White Fibrous Heterogeneous		30% Ca Carbonate 70% Non-fibrous (Other)	**<1% Chrysotile**
CC-8/28-21BK *042618505-0021*	Exterior - 1918 Bldg - Door Caulk	Brown/White Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
CC-8/28-22BK-Plaster *042618505-0022*	1894 Bldg - Storage - Wall Plaster	Gray Non-Fibrous Homogeneous		30% Quartz 70% Non-fibrous (Other)	None Detected
CC-8/28-22BK-Texture *042618505-0022A*	1894 Bldg - Storage - Wall Texture	Blue Fibrous Homogeneous		15% Quartz 85% Non-fibrous (Other)	**<1% Chrysotile**
CC-8/28-23BK-Plaster *042618505-0023*	1918 Bldg - CR 2 Closet - Wall Plaster	Gray/Tan Fibrous Heterogeneous		35% Quartz 65% Non-fibrous (Other)	**<1% Chrysotile**
CC-8/28-23BK-Texture *042618505-0023A*	1918 Bldg - CR 2 Closet - Wall Texture	White Non-Fibrous Homogeneous		25% Ca Carbonate 75% Non-fibrous (Other)	None Detected

Initial report from: 09/09/2026 14:27:49

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042618505
Customer ID:	ELES42
Customer PO:	1041.0025
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
CC-8/28-24BK *042618505-0024* *Inseparable paint / coating layer included in analysis*	1871 Bldg - IT Dir. Closet - Wall Plaster	Gray/Tan/Blue Fibrous Heterogeneous	3% Cellulose	35% Quartz 62% Non-fibrous (Other)	None Detected
CC-8/28-25BK-Mastic *042618505-0025*	1871 Bldg - IT Dir. Closet - Cove Base Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-8/28-25BK-Joint Compound *042618505-0025A*	1871 Bldg - IT Dir. Closet - Joint Compound	White Non-Fibrous Homogeneous		60% Ca Carbonate 40% Non-fibrous (Other)	None Detected

Analyst(s)
Jannat Fareen (35)

Samantha Sweeney, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, PA ID# 68-00367, LA #04127

Initial report from: 09/09/2026 14:27:49

OrderID: 042618505

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (*Lab Use Only*): 042618505

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
FAX: (856) 786-5974

Company : Element Environmental Solutions	**EMSL-Bill to:** ☑ Same ☐ Different If Bill to is Different note instructions in Comments** *Third Party Billing requires written authorization from third party*
Street: 61 Willow Street PO Box 921	
City: Adamstown **State/Province:** PA	**Zip/Postal Code:** 19501 **Country:** United States
Report To (Name): David Bertsch	**Telephone #:** 717-484-5111
Email Address: IAQ@e2s.us	**Fax #:** **Purchase Order:** 1041-0025
Project Name/Number: CRSD - Chancellor Center Admin	**Please Provide Results:** ☐ Fax ☑ Email ☐ Mail
U.S. State Samples Taken: PA	**CT Samples:** ☐ Commercial/Taxable ☐ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☒ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM – Bulk
☒ PLM EPA 600/R-93/116 (<1%)	☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
☐ PLM EPA NOB (<1%)	☐ NY ELAP Method 198.4 (TEM)
Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
☐ NIOSH 9002 (<1%)	☐ TEM Qualitative via Filtration Prep Technique
☐ NY ELAP Method 198.1 (friable in NY)	☐ TEM Qualitative via Drop Mount Prep Technique
☐ NY ELAP Method 198.6 NOB (non-friable-NY)	**Other**
☐ OSHA ID-191 Modified	☐
☐ Standard Addition Method	

RECEIVED
2026 SEP -8 P 12:32
EMSL
CINNAMINSON, NJ

☐ **Check For Positive Stop – Clearly Identify Homogenous Group** **Date Sampled:** 8-28-26

Samplers Name: David Bertsch **Samplers Signature:**

Sample #	HA #	Sample Location	Material Description
CC-8/28-	01BK	1894 Bldg - 1st Floor Corridor	Ceiling Plaster
-	02BK	↓ - ↓	Paper Between Wood Ceiling Deck
-	-03BK	1932 Bldg - Stairwell	Wall Plaster
-	-04BK	↓ - ↓	Stair Tread Grip Strips
-	-05BK	1918 Bldg - 1st Floor Corr.	Mastic Behind FFIP
-	-06BK	↓ - ↓ ↓	Drywall / JC
-	-07BK	2002 Bldg - 2nd Fl Work Rm	Original Window Caulk
-	-08BK	↓ - ↓ ↓	Original Window Glazing
-	-09BK	1871 Bldg - Grand Floor Corr	Green 1x1 FT/M
↓	-10BK	↓ - ↓ ↓	Carpet Glue

Client Sample # (s): **Total # of Samples:** 25

Relinquished (Client): **Date:** 8/31/26 **Time:** PM FedEx

Received (Lab): Kertull T. EFx **Date:** 9/1/26 **Time:** 10:00am

Comments/Special Instructions:

2 SEC

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
FAX: (856) 786-5974

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number *(Lab Use Only)*: 042618505

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
CC-8/28-11	BK	1871 Bldg - Grand Floor Corr	Shk Undercoating (white)
	12BK	1918 Bldg Grand Fl Work Room	White w/Gray Spec 1x1 FT/M
	13BK	↓ ↓	Cove Base Mastic
	14BK	1871 Bldg Grand Fl Storage	Drywall/Plaster Ceiling
	15BK	↓ ↓ Music Storage	↓ ↓
	16BK	Exterior - 1894 Bldg	Window Caulk
	17BK	↓ - ↓ ↓	Window Glazing
	18BK	- 1932 Bldg	Door Caulk
	19BK	- ↓ ↓	Window Caulk
	20BK	- ↓ ↓	Window Glazing
	21BK	↓ - 1918 Bldg	Door Caulk
	22BK	1894 Bldg - Stm 9	Wall Plaster
	23BK	1918 Bldg - CR 2 Closet	↓
	24BK	1871 Bldg - IT Dis. Closet	
↓ ↓	25BK	↓ ↓	Cove Base Mastic

*Comments/Special Instructions:

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CINNAMINSON, NJ
2006 SEP -1 P 12:32

Page 2 of 2 pages

EMSL Analytical, Inc.

200 Route 130, Cinnaminson, NJ, 08077
Telephone: 856-858-4800 Fax:cs@emsl.com
www.emsl.com

EMSL Order ID: 012634979
LIMS Reference ID: AE34979
EMSL Customer ID: ELES42

Attention: Dave Bertsch
Element Environmental Solutions, Inc. [ELES42]
61 Willow Street, PO Box 921
Adamstown, PA 19501
(717) 484-5111
IAQ@e2s.us

Project Name: CRSD - Chancellor Center Admin

Customer PO: 1041.0025
EMSL Sales Rep: John LaFleur
Received: 09/01/2026 12:00
Reported: 09/08/2026 19:15

Analytical Results

Analyte	Results	RL	Weight	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: CC-8/28-01PC/2002 Bldg - 2nd Floor Work Rm - Original Window Trim								**Date Sampled: 08/28/26**	
Matrix: Chips								**LIMS Reference ID: AE34979-01**	
Lead	18 % wt	1.3 % wt	0.2414 g	09/08/26 IxW	SW-846 3050B	09/08/26 PMx	SW846-7000B	Pb7, D	200
Client Sample ID: CC-8/28-02PC/Throughout (Composite) - Plaster Walls/Ceilings								**Date Sampled: 08/28/26**	
Matrix: Chips								**LIMS Reference ID: AE34979-02**	
Lead	0.014 % wt	0.0065 % wt	0.2466 g	09/08/26 IxW	SW-846 3050B	09/08/26 PMx	SW846-7000B	Pb7	1
Client Sample ID: CC-8/28-03PC/Throughout (Composite) - Doors/Trim								**Date Sampled: 08/28/26**	
Matrix: Chips								**LIMS Reference ID: AE34979-03**	
Lead	0.63 % wt	0.033 % wt	0.2454 g	09/08/26 IxW	SW-846 3050B	09/08/26 PMx	SW846-7000B	Pb7, D	5
Client Sample ID: CC-8/28-04PC/Throughout (Composite) - Interior Window Trim/Baseboards								**Date Sampled: 08/28/26**	
Matrix: Chips								**LIMS Reference ID: AE34979-04**	
Lead	0.077 % wt	0.0064 % wt	0.2598 g	09/08/26 IxW	SW-846 3050B	09/08/26 PMx	SW846-7000B	Pb7	1
Client Sample ID: CC-8/28-05PC/Exterior (Composite) - Windows/Doors/Trims								**Date Sampled: 08/28/26**	
Matrix: Chips								**LIMS Reference ID: AE34979-05**	
Lead	1.5 % wt	0.062 % wt	0.2578 g	09/08/26 IxW	SW-846 3050B	09/08/26 PMx	SW846-7000B	Pb7, D	10

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Received: 09/01/2026 12:00
Reported: 09/08/2026 19:15

Certified Analyses included in this Report

Analyte	Certifications
SW846-7000B in Chips	
Lead	AIHA LAP

List of Certifications

Code	Description	Number	Expires
NJDEP	New Jersey Department of Environmental Protection	03036	06/30/2027
AIHA LAP	American Industrial Hygiene Association (AIHA LAP, LLC)	100194	04/01/2027
NYSDOH	New York State Department of Health ELAP	10872	04/01/2027
California ELAP	California Water Boards	1877	06/30/2027
A2LA	A2LA Environmental Certificate	2845.01	07/31/2028
21-A2LA	A2LA Food Chem/Mat Sci	2845.15	07/31/2028
PADEP	Pennsylvania Department of Environmental Protection	68-00367	11/30/2026
HIDOH	Hawaii Department of Health	HI via NJ 03036	06/30/2027
MADEP	Massachusetts Department of Environmental Protection	M-NJ337	06/30/2027
CTDPH	Connecticut Department of Public Health	PH-0270	06/30/2028

Please see the specific Field of Testing (FOT) on www.emsl.com <http://www.emsl.com> for a complete listing of parameters for which EMSL is certified.

Notes and Definitions

Item	Definition
D	Analyte was reported from a dilution run.
Pb3	The QC sample duplicate RPD result for Lead was outside of the method control limits.
Pb7	The RLVS recovery for Lead was outside of the method control limits.
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the reporting limit, or the mdl if provided.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit For paint chips, the RL is 0.0064% by wt. (equiv. to 64 mg/kg, or ppm) based upon a minimum sample weight of 0.25 grams. For soils, the RL is 32 mg/kg (ppm) based upon a minimum sample weight of 0.5 grams. For dust wipes, the RL is 8 µg/wipe; reporting units of µg/sq. ft. are not validated by the lab based upon data provided by non-lab personnel.
Wet	Sample is not dry weight corrected.

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Received: 09/01/2026 12:00
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Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.



Owen McKenna Laboratory Manager or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. QC sample results are within quality control criteria and met method specifications unless otherwise noted. All results for soil samples are reported on a dry weight basis, unless otherwise noted.

Analysis following EMSL SOP for the Determination of Environmental Lead by FLAA. The laboratory has a reporting limit of 0.0064% by wt., based upon a minimum sample weight of 0.25g submitted to the lab, and is not responsible for any result or reporting limit provided in mg/cm2 since it is dependent upon an area value provided by non-lab personnel. A "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty and definitions of modifications are available upon request. Results in this report are not blank corrected unless specified.

EMSL Analytical, Inc.
200 Route 130 North

Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
FAX: (856) 786-5974

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Lead (Pb) Chain of Custody

EMSL Order ID *(Lab Use Only):* RECEIVED EMSL CINNAMINSON, NJ 2026 SEP -1 A 11:37 AE34979

Company: Element Environmental Solutions, Inc.		**EMSL-Bill to:** ☐ Different ☑ Same If Bill to is Different note instructions in Comments**	
Street: 61 Willow Street P.O. Box 921		*Third Party Billing requires written authorization from third party*	
City: Adamstown	**State/Province:** PA	**Zip/Postal Code:** 19501	**Country:** United States
Report To (Name): Dave Bertsch		**Telephone #:** 717-484-5111	
Email Address: IAQ@e2s.us		**Fax #:**	**Purchase Order:** 1041.0025
Project Name/Number: CRSD - Chancellor Center Admin		**Please Provide Results:** ☐ FAX ☑ E-mail ☐ Mail	
U.S. State Samples Taken: PA		**CT Samples:** ☐ Commercial/Taxable ☐ Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 96 Hour ☑ 1 Week ☐ 2 Week

**Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide*

Matrix	Method	Instrument	Reporting Limit	Check
Chips ☑ % by wt. ☐ mg/cm² ☐ ppm	SW846-7000B	Flame Atomic Absorption	0.01%	☑
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	☐
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	☐
	NIOSH 7300 modified	ICP-AES/ICP-MS	0.5 µg/filter	☐
Wipe* ASTM ☐ non ASTM ☐ *if no box is checked, non-ASTM Wipe is assumed	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	☐
	SW846-6010B or C	ICP-AES	1.0 µg/wipe	☐
	SW846-7000B/7010	Graphite Furnace AA	0.075 µg/wipe	☐
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW846-1131/SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	☐
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	☐
	SW846-7010	Graphite Furnace AA	0.3 mg/kg (ppm)	☐
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	☐
Wastewater Unpreserved ☐ Preserved with HNO_3 pH < 2 ☐	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	☐
	EPA 200.7	ICP-AES	0.020 mg/L (ppm)	☐
Drinking Water Unpreserved ☐ Preserved with HNO_3 pH < 2 ☐	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	☐
	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	☐
TSP/SPM Filter	40 CFR Part 50	ICP-AES	12 µg/filter	☐
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	☐
Other:				☐

Name of Sampler: Daniel Bertsch **Signature of Sampler:** [signature]

Sample #	Location / Component	~~Volume/Area~~	Date/~~Time~~ Sampled
CC-8/28-01PC	2002 Bldg - 2nd Floor Work Rm - Original Window Trim		8/28/26
-02PC	Throughout (Composite) - Plaster Walls / Ceilings		
-03PC	- Doors / Trim		
-04PC	- Interior Window Trim / Baseboards		
-05PC	Exterior (composite) - Windows / Doors / Trim		

Client Sample #'s - **Total # of Samples:** 5

Relinquished (Client): [signature]		**Date:**	8/31/26	**Time:**	p.m. Fed Ex
Received (Lab): RSA EFX		**Date:**	9/1/26	**Time:**	12pm

Comments:

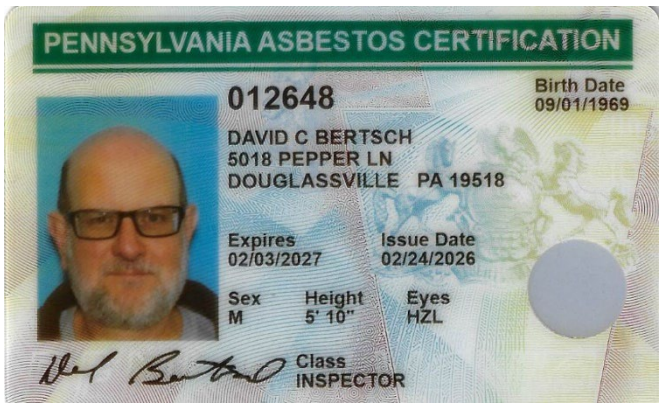
5 EQ

Page 1 of 1 pages

Appendix B

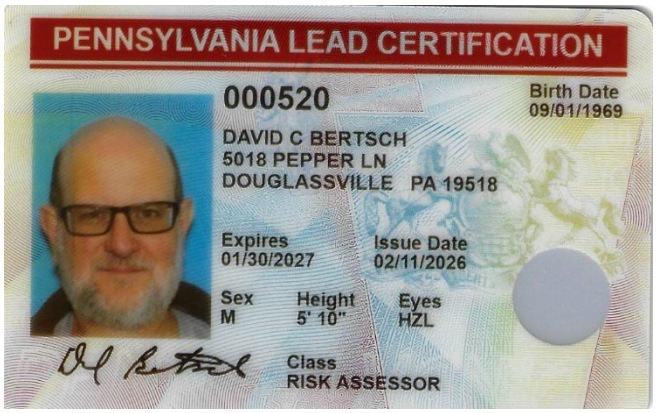
Accreditations

Asbestos Building Inspector Certifications





Lead Inspector/Risk Assessor Certification



Appendix C

Limited Asbestos Bulk Sampling (Above Ceiling) Report – Chancellor Center (June 12, 2026)

ELEMENT ENVIRONMENTAL
SOLUTIONS

June 12, 2026

Jessica Binda-Rischow
Supervisor of Facilities/Physical Plant
Council Rock School District
30 N. Chancellor Street
Newtown, PA 18940

RE: Limited Asbestos Bulk Sampling (Above Ceiling)
Chancellor Center (Administration Building)
E2S Project 1041.0024 Task 6 – Subtask 14

Dear Jessica:

Element Environmental Solutions, Inc. (E2S) was contracted by the Council Rock School District to perform asbestos bulk sampling at The Chancellor Center (CRSD Administration Building), located at 30 N. Chancellor Street, Newtown, Pennsylvania, of suspect asbestos-containing materials (ACM) identified above select openings in the plaster ceilings, in support of the upcoming renovation project.

Summary

Bulk sampling was performed by Mr. David Bertsch of E2S on Wednesday, June 3, 2026. Mr. Bertsch is a certified Asbestos Building Inspector by the Environmental Protection Agency (EPA) and is licensed in the same capacity by the Pennsylvania Department of Labor and Industry (PaDLI). All samples were submitted to an accredited laboratory for analysis by Polarized Light Microscopy (PLM). The laboratory utilized for this project was: EMSL Analytical, Inc., located in Cinnaminson, New Jersey. EMSL is an American Industrial Hygiene Association (AIHA) and National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for asbestos PLM analysis. The bulk sample analysis results are summarized below and on Table 1.

Asbestos

The following suspect materials were identified above the existing plaster ceilings, sampled, and determined to contain asbestos at EPA-regulated levels (>1%):

- **Sound Insulation – Paper Wrap (White) – located above the ceilings between the joists**
- **Pipe Insulation (above plaster ceiling) – assumed above ceilings and inside walls throughout the building (inaccessible)**

The following suspect materials were identified, sampled, and determined NOT to contain asbestos at EPA-regulated levels (>1%):

- Ceiling Plaster – Base (Tan/Gray)* and Skim (White/Tan) Coats
- Sound Insulation (Brown/Tan/Black)

*Initial PLM analysis results for the base coat ceiling plaster samples (tan/gray) were all <1% asbestos, and were further analyzed via EPA 400 point count procedure, as recommended by EPA, to verify the results. Point Count results were all <0.25% asbestos (less than the detection limit for this type of analysis), confirming the materials are not defined as ACM (>1% asbestos, as defined by EPA).

Laboratory analytical reports with PLM and PLM Point Count asbestos bulk sample results from EMSL and accreditations (certifications and licenses) for E2S representatives are included with this report.

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Sincerely,
E2S, Inc.



David Bertsch
Operations Manager, IAQ

Table 1 - Asbestos Bulk Sample Analytical Results - Chancellor Center (Admin) - June 3, 2026

Sample Number	Location	Material Description	Analytical Result (PLM)
CC-6/3-01BK-Plaster	110E Auditorium (Board Room)	Ceiling Plaster - Base Coat (Tan)	*<0.25% Chrysotile**
CC-6/3-01BK-Skim Coat	110E Auditorium (Board Room)	Ceiling Plaster - Skim Coat (White)	None Detected
CC-6/3-02BK-Insulation	110E Auditorium (Board Room)	Sound Insulation - Above Ceiling (Brown/Tan/Black)	None Detected
CC-6/3-02BK-Wrap	**110E Auditorium (Board Room)**	**Sound Insulation Wrap - Above Ceiling (Tan/White)**	**25% Chrysotile**
CC-6/3-03BK-Plaster	W. Hallway o/s 190W	Ceiling Plaster - Base Coat (Tan)	*<0.25% Chrysotile**
CC-6/3-03BK-Skim Coat	W. Hallway o/s 190W	Ceiling Plaster - Skim Coat (White)	None Detected
CC-6/3-03BK-Skim Coat 2	W. Hallway o/s 190W	Ceiling Plaster - Skim Coat 2 (Tan)	None Detected
CC-6/3-04BK	**W. Hallway o/s 190W**	**Pipe Insulation (Above Ceiling)**	**30% Chrysotile**
CC-6/3-05BK-Plaster	W. Hallway o/s 153W (Copy Rm)	Ceiling Plaster - Base Coat (Gray)	*<0.25% Chrysotile**
CC-6/3-05BK-Skim Coat	W. Hallway o/s 153W (Copy Rm)	Ceiling Plaster - Skim Coat (White)	None Detected
CC-6/3-06BK-Insulation	W. Hallway o/s 153W (Copy Rm)	Sound Insulation - Above Ceiling (Brown)	None Detected
CC-6/3-06BK-Wrap	**W. Hallway o/s 153W (Copy Rm)**	**Sound Insulation Wrap - Above Ceiling (Brown/White)**	**35% Chrysotile**

**Analyzed via EPA 400 PLM Point Count procedure, less than detection limit and EPA definition of an asbestos-containing material (>1% is defined as ACM)*

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Phone/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order ID:	042611065
Customer ID:	ELES42
Customer PO:	1041.0024 T6
Project ID:	

Attn: David Bertsch
Element Environmental Solutions, Inc.
61 Willow Street
PO Box 921
Adamstown, PA 19501

Proj: CRSD - Chancellor

Phone:	(717) 484-5111
Fax:	
Collected:	6/ 3/2026
Received:	6/04/2026
Analyzed:	6/10/2026

Summary Test Report for Asbestos Analysis of Bulk Material

Client Sample ID: CC-6/3-01BK-Plaster ***Lab Sample ID:*** **042611065-0001**

Sample Description: 110E Auditorium (Board Rm)/Ceiling Plaster

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	Tan	2.0%	98.0%	**<1% Chrysotile**	
400 PLM Pt Ct	6/10/2026	Tan	0.0%	100.0%	**<0.25% Chrysotile**	

Client Sample ID: CC-6/3-01BK-Skim Coat ***Lab Sample ID:*** **042611065-0001A**

Sample Description: 110E Auditorium (Board Rm)/Ceiling Skim Coat

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	White	0.0%	100.0%	None Detected	

Client Sample ID: CC-6/3-02BK-Insulation ***Lab Sample ID:*** **042611065-0002**

Sample Description: 110E Auditorium (Board Rm)/Sound Insulation (Above Ceiling)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	Brown/Tan/Black	90.0%	10.0%	None Detected	

Client Sample ID: CC-6/3-02BK-Wrap ***Lab Sample ID:*** **042611065-0002A**

Sample Description: 110E Auditorium (Board Rm)/Sound Insulation (Above Ceiling)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	Tan/White	60.0%	15.0%	**25% Chrysotile**	

Client Sample ID: CC-6/3-03BK-Plaster ***Lab Sample ID:*** **042611065-0003**

Sample Description: W. Hallway O/S 190W/Ceiling Plaster

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	Tan	2.0%	98.0%	**<1% Chrysotile**	
400 PLM Pt Ct	6/10/2026	Tan	0.0%	100.0%	**<0.25% Chrysotile**	

Client Sample ID: CC-6/3-03BK-Skim Coat ***Lab Sample ID:*** **042611065-0003A**

Sample Description: W. Hallway O/S 190W/Ceiling Skim Coat

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	White	0.0%	100.0%	None Detected	

Client Sample ID: CC-6/3-03BK-Skim Coat 2 ***Lab Sample ID:*** **042611065-0003B**

Sample Description: W. Hallway O/S 190W/Ceiling Skim Coat

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	Tan	0.0%	100.0%	None Detected	

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Phone/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order ID:	042611065
Customer ID:	ELES42
Customer PO:	1041.0024 T6
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Material

Client Sample ID: CC-6/3-04BK ***Lab Sample ID:*** **042611065-0004**

Sample Description: W. Hallway O/S 190W/Pipe Insulation (Above Ceiling)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	6/05/2026	Tan	30.0%	40.0%	**30% Chrysotile**	

Client Sample ID: CC-6/3-05BK-Plaster ***Lab Sample ID:*** **042611065-0005**

Sample Description: W. Hallway O/S 153W (Copy Rm)/Ceiling Plaster

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	6/08/2026	Gray	3.0%	97.0%	**<1% Chrysotile**	
400 PLM Pt Ct	6/10/2026	Gray	0.0%	100.0%	**<0.25% Chrysotile**	

Client Sample ID: CC-6/3-05BK-Skim Coat ***Lab Sample ID:*** **042611065-0005A**

Sample Description: W. Hallway O/S 153W (Copy Rm)/Ceiling Skim Coat

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	6/08/2026	White	0.0%	100.0%	None Detected	

Client Sample ID: CC-6/3-06BK-Insulation ***Lab Sample ID:*** **042611065-0006**

Sample Description: W. Hallway O/S 153W (Copy Rm)/Sound Insulation (Above Ceiling)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	6/08/2026	Brown	90.0%	10.0%	None Detected	

Client Sample ID: CC-6/3-06BK-Wrap ***Lab Sample ID:*** **042611065-0006A**

Sample Description: W. Hallway O/S 153W (Copy Rm)/Sound Insulation (Above Ceiling)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	6/08/2026	Brown/White	60.0%	5.0%	**35% Chrysotile**	

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Phone/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order ID:	042611065
Customer ID:	ELES42
Customer PO:	1041.0024 T6
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Material

Analyst(s):

Andrea Doughty	PLM (4)
Kiara Secula	400 PLM Pt Ct (3)
Russell Hayden	PLM (8)

Reviewed and approved by:

Samantha Sweeney

Samantha Sweeney, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This is a summary report; official reports are available on LabConnect or upon request and relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, PA ID# 68-00367, LA #04127

Report amended: 06/10/202611:32:00 Replaces initial report from: 06/08/202612:59:04 Reason Code: Client-Additional Analysis

OrderID: 042611065

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (*Lab Use Only*): 042611065

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
FAX: (856) 786-5974

Company : Element Environmental Solutions
Street: 61 Willow Street PO Box 921
City: Adamstown **State/Province:** PA **Zip/Postal Code:** 19501 **Country:** United States
Report To (Name): David Bertsch **Telephone #:** 717-484-5111
Email Address: IAQ@e2s.us **Fax #:**
Project Name/~~Number~~: CRSD - Chancellor Center (Admin)
U.S. State Samples Taken: PA

EMSL-Bill to: ☑ Same ☐ Different
If Bill to is Different note instructions in Comments**
Third Party Billing requires written authorization from third party

Purchase Order: 1041.0024
Please Provide Results: ☐ Fax ☑ Email ☐ Mail
CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM – Bulk
☒ PLM EPA 600/R-93/116 (<1%)	☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
☐ PLM EPA NOB (<1%)	☐ NY ELAP Method 198.4 (TEM)
Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
☐ NIOSH 9002 (<1%)	☐ TEM Qualitative via Filtration Prep Technique
☐ NY ELAP Method 198.1 (friable in NY)	☐ TEM Qualitative via Drop Mount Prep Technique
☐ NY ELAP Method 198.6 NOB (non-friable-NY)	**Other**
☐ OSHA ID-191 Modified	☐
☐ Standard Addition Method	

RECEIVED EMSL CINNAMINSON, NJ JUN -4 AM 8:

☐ **Check For Positive Stop – Clearly Identify Homogenous Group** **Date Sampled:** 6-3-26

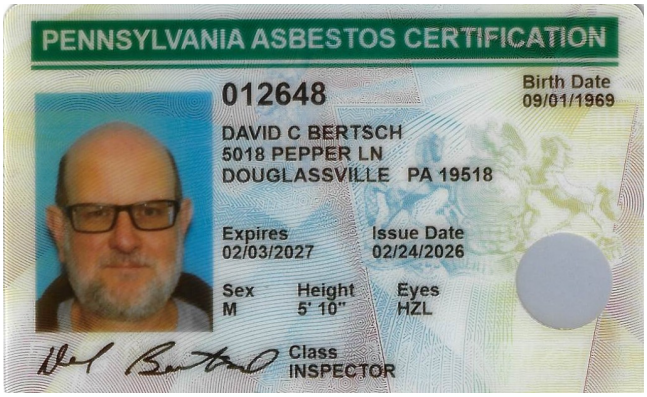
Samplers Name: David Bertsch **Samplers Signature:** D Bertsch

Sample #	HA #	Sample Location	Material Description
CC-6/3-01	BK 110E	Auditorium (Board Rm)	Ceiling Plaster
-	-02 BK	↓ ↓ ↓	Sound Insulation (Above Ceiling)
-	-03 BK	W. Hallway o/s 190W	Ceiling Plaster
-	-04 BK	↓ ↓	Pipe Insulation (Above Ceiling)
-	-05 BK	W. Hallway o/s 153W (Copy Rm)	Ceiling Plaster
↓	-06 BK	↓ ↓ ↓	Sound Insulation (Above Ceiling)

Client Sample # (s): -
Total # of Samples: 6
Relinquished (Client): D Bertsch **Date:** 6/3/26 **Time:** Fed-Ex Drop box
Received (Lab): Angie O'Neill EFK **Date:** 6/4/26 **Time:** 0920
Comments/Special Instructions:

6 SAC

Asbestos Building Inspector Certification
David Bertsch - Expiration 02/03/2027



ELEMENT ENVIRONMENTAL
SOLUTIONS

October 9, 2026

Jessica Binda-Rischow
Supervisor of Facilities/Physical Plant
Council Rock School District
30 N. Chancellor Street
Newtown, PA 18940

RE: Asbestos Bulk Sampling (Attic Spaces)
Chancellor Center (Administration Building)
E2S Project 1041.0025

Dear Jessica:

Element Environmental Solutions, Inc. (E2S) performed asbestos bulk sampling at The Chancellor Center (CRSD Administration Building), located at 30 N. Chancellor Street, Newtown, Pennsylvania, of suspect asbestos-containing materials (ACM) located in the 1871 and 1918 attic spaces, in support of the upcoming renovation project, as a follow-up to the initial hazardous materials investigations.

Summary

Bulk sampling was performed by Mr. David Bertsch of E2S on Wednesday, September 30, 2026. Mr. Bertsch is a certified Asbestos Building Inspector by the Environmental Protection Agency (EPA) and is licensed in the same capacity by the Pennsylvania Department of Labor and Industry (PaDLI). All samples were submitted to an accredited laboratory for analysis by Polarized Light Microscopy (PLM). The laboratory utilized for this project was: EMSL Analytical, Inc., located in Cinnaminson, New Jersey. EMSL is an American Industrial Hygiene Association (AIHA) and National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for asbestos PLM analysis. The bulk sample analysis results are summarized below and on Table 1.

Asbestos

The following suspect materials were identified in the attic spaces, sampled, and determined to contain asbestos at EPA-regulated levels (>1%):

- None

The following suspect materials were identified, sampled, and determined NOT to contain asbestos at EPA-regulated levels (>1%):

- Tar-Like HVAC Pipe Wrap (Black) – 1871 and 1918 Attic Spaces
- Blown-in Insulation (White/Yellow) – 1871 and 1918 Attic Spaces
- Plaster between Wood Lathe (2nd Floor Ceilings) – 1817 and 1918 Attic Spaces
- Drywall/Gypsum below Plaster (2nd Floor Ceilings) – 1817 Attic Space

Laboratory analytical reports with PLM asbestos bulk sample results from EMSL and accreditations (certifications and licenses) for E2S representatives are included with this report.

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Sincerely,
E2S, Inc.



David Bertsch
Operations Manager, IAQ

Table 1 - Asbestos Bulk Sample Analytical Results - Chancellor Center (Admin) Attic Spaces - September 30, 2026

Sample Number	Location	Material Description	Analytical Result (PLM)
CC-9/30-01BK	1918 Attic Space	Tar-Like HVAC Pipe Wrap (Black)	None Detected
CC-9/30-02BK	1918 Attic Space	Blown-in Insulation (White/Yellow)	None Detected
CC-9/30-03BK	1918 Attic Space	Plaster Between Wood Lathe (Gray/Yellow)	*<1% Chrysotile*
CC-9/30-04BK	1871 Attic Space	Tar-Like HVAC Pipe Wrap (Black)	None Detected
CC-9/30-05BK	1871 Attic Space	Blown-in Insulation (White)	None Detected
CC-9/30-06BK	1871 Attic Space	Plaster Between Wood Lathe (Gray)	*<1% Chrysotile*
CC-9/30-07BK	1871 Attic Space	Drywall/Gypsum Below Plaster (2nd Floor Ceiling)	None Detected

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	042621130
Customer ID:	ELES42
Customer PO:	1041.0025
Project ID:	

Attention:	David Bertsch	**Phone:**	(717) 484-5111
	Element Environmental Solutions, Inc.	**Fax:**	
	61 Willow Street	**Received Date:**	10/06/2026 9:50 AM
	PO Box 921	**Analysis Date:**	10/07/2026
	Adamstown, PA 19501	**Collected Date:**	09/30/2026
Project:	CRSD - Chancellor Center Admin - Attics		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
CC-9/30-01BK *042621130-0001*	1918 Attic Space - Tar Like HVAC Pipe Wrap	Black Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
CC-9/30-02BK *042621130-0002*	1918 Attic Space - Blow-in Insulatioon	White/Yellow Fibrous Homogeneous	5% Cellulose 85% Glass	10% Non-fibrous (Other)	None Detected
CC-9/30-03BK *042621130-0003*	1918 Attic Space - Plaster between Wood Lathe	Gray/Yellow Fibrous Homogeneous	3% Cellulose	45% Quartz 52% Non-fibrous (Other)	**<1% Chrysotile**
CC-9/30-04BK *042621130-0004*	1871 Attic Space - Tar Like HVAC Pipe Wrap	Black Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
CC-9/30-05BK *042621130-0005*	1871 Attic Space - Blow-in Insulatioon	White Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
CC-9/30-06BK *042621130-0006*	1871 Attic Space - Plaster between Wood Lathe	Gray Fibrous Homogeneous	2% Cellulose	30% Quartz 68% Non-fibrous (Other)	**<1% Chrysotile**
CC-9/30-07BK *042621130-0007*	1871 Attic Space - Drywall below Plaster	Brown/White Fibrous Homogeneous	15% Cellulose 8% Glass	50% Gypsum 27% Non-fibrous (Other)	None Detected

Analyst(s)

Brett Teixeira (3)

Jannat Fareen (4)

Samantha Sweeney

Samantha Sweeney, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, PA ID# 68-00367, LA #04127

Initial report from: 10/07/2026 12:22:49

OrderID: 042621130

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (*Lab Use Only*): 042621130

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
FAX: (856) 786-5974

Company : Element Environmental Solutions	**EMSL-Bill to:** ☑ Same ☐ Different If Bill to is Different note instructions in Comments** *Third Party Billing requires written authorization from third party*
Street: 61 Willow Street PO Box 921	
City: Adamstown **State/Province:** PA	**Zip/Postal Code:** 19501 **Country:** United States
Report To (Name): David Bertsch	**Telephone #:** 717-484-5111
Email Address: IAQ@e2s.us	**Fax #:** **Purchase Order:** 1041.0025
Project Name/~~Number:~~ CRSD - Chancellor Center Admin - Attics	**Please Provide Results:** ☐ Fax ☑ Email ☐ Mail
U.S. State Samples Taken: PA	**CT Samples:** ☐ Commercial/Taxable ☐ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ~~☐ 48 Hour~~ ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM – Bulk
☑ PLM EPA 600/R-93/116 (<1%)	☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
☐ PLM EPA NOB (<1%)	☐ NY ELAP Method 198.4 (TEM)
Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
☐ NIOSH 9002 (<1%)	☐ TEM Qualitative via Filtration Prep Technique
☐ NY ELAP Method 198.1 (friable in NY)	☐ TEM Qualitative via Drop Mount Prep Technique
☐ NY ELAP Method 198.6 NOB (non-friable-NY)	**Other**
☐ OSHA ID-191 Modified	☐
☐ Standard Addition Method	

RECEIVED EMSL CINNAMINSON, NJ 2026 OCT -6 P 12:27

☐ **Check For Positive Stop – Clearly Identify Homogenous Group** **Date Sampled:**

Samplers Name: David Bertsch **Samplers Signature:** D Bertsch

Sample #	HA #	Sample Location	Material Description
CC-9/30	-01BK	1918 Attic Space	Tar-like HVAC Pipe wrap
"	-02BK		Blown-in Insulation
"	-03BK		Plaster Between wood Lathe
"	-04BK	1871 Attic Space	Tar-like HVAC Pipe Wrap
"	-05BK		Blown-in Insulation
"	-06BK		Plaster Between wood Lathe
"	-07BK		Drywall Below Plaster

Client Sample # (s): -

Total # of Samples: 7

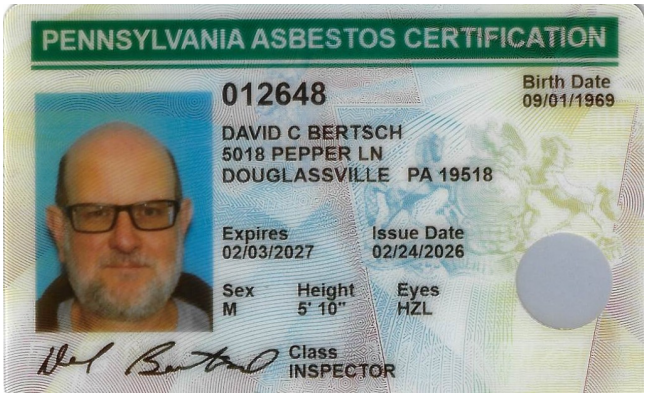
Relinquished (Client): D Bertsch **Date:** 10/5/26 **Time:** P.M. Fed-Ex

Received (Lab): Kenneth T. EFx **Date:** 10/06/26 **Time:** 9:50am

Comments/Special Instructions:

D/M

Asbestos Building Inspector Certification
David Bertsch - Expiration 02/03/2027



25-CRSD-01 CHANCELLOR CENTER RENOVATIONS
COUNCIL ROCK SCHOOL DISTRICT

SECTION 00 45 53 – CRIMINAL HISTORY BACKGROUND CHECK

PART 1 – GENERAL

1.1 PROCEDURES AND DOCUMENTS

A. The following is the background check information required by the PA Department of Education. This information, including fees should be verified on the following website:https://www.education.pa.gov/Educators/Clearances/Pages/default.aspx

B. All Contractor and Subcontractor employees engaged in Council Rock School District projects must have the following clearances pre-approved by the School District before being allowed on site.

C. Those required clearances and forms are as follows:

1. State Police Background Clearance (Required by PA Act 34)
   https://epatch.pa.gov

2. Federal Criminal History Record Information (CHRI) FBI Report
   (Required by PA Act 114)
   https://uenroll.identogo.com

   a) Service Code/ORI will be required by Owner
   - Council Rock School District service code is **1KG6XN**
   - Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

3. Pennsylvania Child Abuse History Clearance (Required by Act 151)
   https://www.compass.state.pa.us/CWIS

4. An executed Arrest/Conviction Report and Certification Form (Act 82 and Act 24 Form).No Fee Required. (This is a written reporting of any arrests or convictions.) - Attached

5. An executed Sexual Misconduct/Abuse Disclosure Release Form (ACT 168 of 2014) No Fee Required. – Attached

D. Clearance forms must be submitted in their entirety to the Construction Manager, who will then in turn submit them to Council Rock School District.

E. **All clearance requirements must be completed for all employee's intended to work on the project site at any time during the project. Clearance requirements must be started upon Letter of Intent to Award Contractor. Completed documents must be submitted no later than Monday, January 4, 2027, for formal submission to and review by Council Rock School District.**

*All clearances must be valid for 1-year. No clearances will be accepted if clearances were completed beyond 1 years' time.

F. Council Rock School District will provide hard hat stickers to all workers who completed their background checks and are approved to work on the project site. Receival of hard hat stickers will be coordinated prior to start of the project.

END OF SECTION 00 45 53

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

Instructions

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

Relevant Definitions:

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

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

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

Please Note

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

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

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

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

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

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

To:

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

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

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

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

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

Have you (Applicant) ever:

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

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

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

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

_____ _____

Signature of Applicant Date

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

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

To the best of your knowledge, has Applicant ever:

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

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

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

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

_____ _____

Former Employer Representative Signature and Title Date

Return all completed information to:

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

Date Form Received: _____ Received by: _____

ARREST/CONVICTION REPORT AND CERTIFICATION FORM
(under Act 24 of 2011 and Act 82 of 2012)

Section 1. Personal Information

Full Legal Name: _____

Date of Birth: _____/_____/_____

Other names by which you have been identified: _____

Section 2. Arrest or Conviction

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

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

Details of Arrests or Convictions

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

_____

_____

Section 3. Child Abuse

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

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

Section 4. Certification

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

_____

Signature *Date*

INSTRUCTIONS

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

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

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

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

PROVIDE ALL INFORMATION REQUIRED BY THIS FORM LEGIBLY IN INK.

LIST OF REPORTABLE OFFENSES

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

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

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

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

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

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

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

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

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

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

IN THE COURT OF COMMON PLEAS
OF BUCKS COUNTY, PENNSYLVANIA
CIVIL DIVISION

CONTRACTOR: _____

NO. _____

AND
COUNCIL ROCK SCHOOL DISTRICT

NO-LIEN AGREEMENT

WHEREAS, the parties hereto did on the _____ day of _____, 20__, enter into an agreement (hereinafter the "Contract"), therein and whereby said Contractor undertook and agreed to furnish all materials, labor and equipment, etc., to complete the work for the Council Rock School District Chancellor Center Renovations, located at 30 North Chancellor Street, Newtown, PA 18940.

NOW, THEREFORE, the Contractor for itself and any and all subcontractors, materialmen and parties acting for, through or under the Contractor or for, through or under any of them, does covenant and agree that it will not at any time suffer or permit any mechanics' lien or any other lien, attachment or other encumbrance, under any laws, regulations, or orders, Federal, State or local, or otherwise by any person or persons whomsoever, to be put or remain on the building or premises, into or upon which any work is done or labor or materials are furnished under this Contract, for such work, labor or material, or by reason of any other claim or demand against the Contractor, and the Contractor has not obtained absolute title; and the Contractor agrees, further, that any mechanics' lien, materialmen's lien or any other lien, attachment or other encumbrance or claim of a third party, however arising (whether through the Contractor's or Owner's or any other persons action or inaction, and whether valid or invalid), until it is removed shall preclude any and all claim or demand for any payment whatsoever under or by virtue of the Contract, and in the event that same is not removed, the Owner at its discretion may remove same at the expense (including legal fees) of the Contractor, and without regard to the validity or invalidity thereof.

The Contractor expressly agrees further, that no lien shall attach to the real estate, building, structures, or any other improvement to the Owner either on behalf of the Contractor herein or on behalf of any subcontractor, mechanic, journeyman, laborer, materialman or person performing improvement or premises of said Owner, or on behalf of any other person. Neither the Contractor nor any other person supplying any materials, equipment, machinery or other property, or performing work or labor in or upon the building or the work, included in this Contract shall have the right to file a mechanic's lien against the building or premises.

Contractor warrants and represents that at the time of execution hereof no work of any kind has been done and no materials of any kind have been furnished, delivered or ordered in connection with the performance of this Contract of any supplemental contract for extra work.

This stipulation and waiver is made and intended to be filed with the Bucks County Prothonotary within ten (10) days after the date hereof, in accordance with the requirements of Act of Assembly of Pennsylvania, in such case provided.

In WITNESS WHEREOF, we have hereunto set our hands and seals, intending thereby to become legally bound this day of _____, 20____.

OWNER:
Council Rock School District

_____

_____

_____

ATTEST: _____ CONTRACTOR: _____

By: _____

WITNESS: _____

SECTION 00 70 00 - CONTRACT FOR CONSTRUCTION FORM OF AGREEMENT

The Standard Form of Agreement for this Contract is the American Institute of Architect's Document A132 “Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition”, 2019 Edition, is bound herewith.

The Contract shall be in effect for the duration of this project for all Contractors.

Document A132 is enclosed for each Prime Contractor’s review.

END OF SECTION 00 70 00

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DRAFT

AIA® Document A132™ – 2019

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

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

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

«Council Rock School District»« »
«30 North Chancellor Street»
«Newtown, PA 18940»
«215-944-1000»

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

« »« »
« »
« »
« »

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

«Chancellor Center Renovations»
«30 North Chancellor Street»
«Newtown, PA 18940»

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

«Boyle Construction, Inc.»« »
«3850 Sierra Circle, Suite 400»
«Center Valley, PA 18034»
«484-223-0726»

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

«Marotta / Main Architects»« »
«214 North Duke Street»
«Lancaster, PA 17602»
« 717-393-3211»

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.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Construction Manager. In the event that the Construction Manager fails to clarify such discrepancy, within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority: (1) modifications issued after execution of the Agreement; (2) the Agreement; (3) Addenda issued prior to the execution of the Agreement, with the Addenda bearing the latest date taking precedence; (4) any supplementary conditions; (5) the General Conditions of the Contract for Construction; and (6) the Final Drawings and Specifications. The Contract Documents do not include soundings, dug test pits, and/or auger or test borings reports, or other information contained in geotechnical reports or similar documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents as well as all attachments thereto and all work reasonably inferable by the Contract Documents as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. A list of Contract Documents is attached hereto and incorporated herein as part of Exhibit "___."

§ 2.2 The Contractor shall furnish only skill and properly trained staff for the performance of the Work. The key members of the Contractor's staff shall be persons agreed upon by the Owner and identified in writing prior to the start of the Work. The Owner's authorized representative is set forth in section 14.3 below.

§ 2.2.1 Such key members of the Contractor's staff shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer, or termination of employment with the Contractor. If a key member is no longer capable of performing, the Owner and the Contractor shall agree on a mutually acceptable substitute.

§ 2.2.2 During the performance of the Work, the Contractor shall keep competent key personnel, including, but not limited to, Project Manager, Project Engineer, and Superintendent, at the Project site, fully authorized to act on behalf of

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the Contractor. Notice from the Owner and/or Construction Manager to such key personnel shall be considered notice to the Contractor.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« X »] A date set forth in a written notice to proceed issued by the Owner to the Contractor, or upon the receipt of the Building Permit, whichever is later.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

«December 17, 2027 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

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

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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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, 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.)

§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

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« »

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 *Unit Prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.4.7 Guaranteed Maximum Price
§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates
§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

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

Item	Price	Conditions for Acceptance

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§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

« »

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

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

« The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and Contractor agree as set forth in this section.

« If the Contractor fails to achieve Substantial Completion as set forth in Section 3.3.1 of this Agreement, as may be adjusted pursuant to the Contract Documents, the Owner shall be entitled to assess liquidated damages against the Contractor in the amount of $2,000.00 for General Construction Contract and $1,000.00 for all other Contracts for each and every day thereafter until Substantial Completion is achieved.

Nothing herein shall limit Owner's rights to suspend or terminate the Work or Contractor, nor any of Owner's other non-monetary rights set forth herein. The Owner and Contractor agree that actual damages incurred by the Owner as a result of the delay are difficult to calculate with specificity and that the foregoing Liquidated Damages represent a mutual good faith estimate of what the parties believe to be the amount of actual damages to be incurred by the Owner on account of the delay. The parties jointly agree and stipulate that the contractually agreed to liquidated damages set forth above are not a penalty.
»

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. In addition to the other required items, each application for payment shall be accomplished by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the jurisdiction in which the Project is located:

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.1 A current sworn statement from the Contractor setting forth all Subcontractors and any material suppliers with whom Contractor has subcontracted, the amount requested for any Subcontractor or material supplier in the Application for Payment and the amount to be paid to the Contractor from such progress payment, as well as a sworn statement from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the previous Application for Payment, if any;

.2 Duly executed releases of mechanics' and material suppliers' liens and claims from the Contractor and also Subcontractors, sub-subcontractors and suppliers establishing payment or satisfaction of the payment requested by the Contractor in the previous Application for Payment (See Exhibit "___"); and

.3 Such other information, documentation, and materials, as the Owner, Owner's Lender, or the title insurer may reasonably require.

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

« On or before the 20th day of the month immediately preceding a month in which the Contractor will submit an Application for Payment, the Owner, the Architect, the Construction Manager and the Contractor shall meet to review a preliminary draft of such Application for Payment (hereinafter referred to as a "Pencil Draw") prepared by the Contractor. The Contractor shall revise the Pencil Draw in accordance with any objection or recommendation of the Owner, Construction Manager or the Architect. Such revised Pencil Draw shall be resubmitted by the Contractor to the Construction Manager as the Application for Payment due on the fifth (5th) day of the month immediately following the month in which the Pencil Draw was first amended. The Contractor shall also submit with each Application for Payment a written narrative describing the basis for any items set forth in the Application for Payment that does not conform to the instructions of the Owner, Construction Manager or the Architect in connection with any applicable Pencil Draw. »

§ 5.1.3 Provided that a "Pencil Draw" Application for Payment pursuant to Section 5.1.2 is received by the Construction Manager not later than the «20th » day of a month and the Application for Payment submitted by the fifth (5th) day of the following month as stated above, , the Owner shall make payment of the amount certified to the Contractor not later than the «last » day of the «same » month in which the Application for Payment is submitted. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty» («30 ») days after the Construction Manager receives the Application for Payment. Contractor is only permitted to submit one Application for Payment per calendar month.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended and as set forth in the Project specifications and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work, as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less the retainage; and

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner and Owner's Lender, if any, suitably stored off the site at a location agreed upon in writing; and

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.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

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§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values, unless objected to by the Owner, Architect, or Construction Manager shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved

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in writing in advance by the Owner and Owner's Lender, if any, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval and the prior written approval of Owner's Lender, if any, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications

§ 5.1.7 Retainage

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

« »Ten Percent (10%) of the Contract amount of completed work and stored materials.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »None.

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

« If the Owner reduces the retainage requirements of this Agreement or releases any portion of retainage prior to the date specified in the Contract Documents, any such reduction or release of retainage, or portion thereof, shall not be a waiver of any of the Owner's rights to retainage in connection with other payments to the Contractor or any other right or remedy that the Owner has under the Contract Documents, at law or in equity. Furthermore, the Owner reserves the right to withhold retainage due to the existence of unresolved claims from the Contractor's Subcontractors, Suppliers or any lower tier sub-subcontractors or suppliers to the extent necessary to reasonably protect the Owner as determined in Owner's sole discretion. The retainage of trades that complete their work prior to Final Completion of the Project, such as, but not limited to, steel, concrete, caissons, curtain wall, earthwork, aluminum, glass, glazing, exterior panels, plank, etc. ("Early Trades") may be released in Owner's sole discretion upon final completion of all the Early Trade's work on the Project including any punch-list items.»

»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« »

§ 5.2 Final Payment
§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum
§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Contractor has submitted all necessary documentation required by the Contract Documents, as well as any reasonable requests for additional documentation made by the Owner or the Construction Lender, if any;
.3 the Contractor has submitted duly executed releases of mechanics' and material suppliers' liens and claims from the Contractor and also Subcontractors, sub-subcontractors and suppliers; and
.4 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

« Furthermore, the Owner reserves the right to withhold Final Payment due to the existence of unresolved claims from the Contractor's Subcontractors, Suppliers or any lower tier sub-subcontractors or suppliers to the extent necessary to reasonably protect the Owner as determined in Owner's sole discretion. »

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price
§ 5.2.2.1 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 Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment;

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.3 the Contractor has submitted all necessary documentation required by the Contract Documents, as well as any reasonable requests for additional documentation made by the Owner or the Construction Lender, if any;

.4 the Contractor has submitted duly executed releases of mechanics' and material suppliers' liens and claims from the Contractor and also Subcontractors, sub-subcontractors and suppliers

.5 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

« Furthermore, the Owner reserves the right to withhold Final Payment due to the existence of unresolved claims from the Contractor's Subcontractors, Suppliers or any lower tier sub-subcontractors or suppliers to the extent necessary to reasonably protect the Owner as determined in Owner's sole discretion. »

§ 5.3 Intentionally omitted.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, 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 subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[« X »] Litigation in a court of competent jurisdiction in the Bucks County Court of Common Pleas.

[« »] Other: *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications .

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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«None »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«None »

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications ; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

« »
« »
« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended and as set forth in the Project specifications Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, as amended and as set forth in the Project specifications Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as amended and as set forth in the Project specifications, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

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««**§ 8.8.1** The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as a material inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

.1 The Contractor is financially solvent, is able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 The Contractor is able to furnish the plant, tools, materials, supplies, equipment and the labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 The Contractor is authorized to do business in the state in which the Project is located and is properly licensed by all necessary governmental and public and qualified public authorities having jurisdiction over the Contractor and over the Work and the Project;

.4 The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers;

.5 The Contractor's duly authorized representative has visited the site of the Project, is familiar with the location conditions under which the Work is to be performed, and has correlated observations with the requirements of the Contract Documents; and

.6 The Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence on Projects of this size, complexity, and the nature of this particular Project and will perform the Work with the care, skill, and diligence of such a contractor.

§ 8.8.2 Employee Verification through E-Verify.
Contractor and its Subcontractors shall comply with the Construction Industry Employee Verification Act ("Act 75"). In accordance with Act 75, each "construction industry employer" who hires an employee on or after October 7, 2020 shall verify the employment eligibility of the employee through the E-Verify program operated by the Department of Homeland Security and shall keep a record of the verification for the duration of the employee's employment or three years, whichever is longer.

§ 8.8.3 The Contractor acknowledges that the Owner maybe financing the Work with a loan from the Lender. In order to perform under the Contract Documents, the Owner must comply with certain terms and conditions embodied in the Lender's construction loan agreement. The Contractor agrees to use its best efforts to comply with the requirements of the Lender that bear upon the performance of the Work. The Contractor shall also:

1. Make the site of the Work available at reasonable times for inspection by the Lender or the Lender's representatives;

2. Consent to execute all documents reasonably requested by the Owner in connection with the assignment of this Agreement and the Drawings and Specifications to the Lender for collateral purposes. Such assignment shall provide that the Contractor agrees that notwithstanding a default by the Owner under the provisions of this Agreement that would give the Contractor the right to terminate this Agreement, the Contractor will continue to perform its obligations hereunder (on the same terms and conditions as are set forth herein) for and on account of the Lender, if the Lender, in its sole discretion, decided to proceed with the Project; and

3. Promptly furnish the Owner with information, documents, and material that the Owner may reasonably request from time to time in order to comply with the requirements of the Lender.

§ 8.8.4 Notwithstanding anything to the contrary contained in this Agreement or in any of the other Contract Documents, neither the Owner, any partner of the Owner, nor any person or entity holding any interest in the Owner shall be personally liable, whether directly or indirectly, by reason of any default by the Owner in the performance of any of the obligations of the Owner under this Agreement, including, without limitation, the Owner's failure to pay the Contractor as required hereunder, and in the event of any such default, the Contractor hereby agrees to look solely to the Owner's interest in the property upon which the Project is situated to secure the performance in payment of all such obligations. From time to time, however, the Owner may elect to sell, lease, mortgage, or otherwise transfer any of the Owner's interest in any portion of the Project site, not including any part of the Project site covered by the Project itself ("Site Conveyance"). In connection with any Site Conveyance, the Contractor shall execute and deliver to the Owner and shall cause any Subcontractors to execute and deliver to the Owner such documents for the benefit of the Owner, any purchaser, and any title insurance company issuing title insurance a full and complete release of all mechanics' and materials suppliers' liens and rights, with respect to the property that is the subject of such Site Conveyance, together

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with such other documents as a title company may require to induce it to issue its policy of title insurance with respect to the Site Conveyance without requiring the Owner's indemnity against mechanics' and materials suppliers' liens. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

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

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«»

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

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

DRAFT

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AIA® Document A132® – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

«Chancellor Center Renovations»
«30 North Chancellor Street»
«Newtown, PA 18940»
« »

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

«Council Rock School District»
«30 North Chancellor Street»
«Newtown, PA 18940»

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

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended and as set forth in the Project specifications.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

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 Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

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§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager'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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage
§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability
§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») each occurrence, «Two Million Dollars » ($ «2,000,000

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») general aggregate, and «Two Million Dollars » ($ «2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Hundred Thousand Dollars » ($ «100,000 ») each accident, «One Hundred Thousand Dollars » ($ «100,000 ») each employee, and «Five Hundred Thousand Dollars » ($ «500,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») per claim and «Two Million Dollars » ($ «2,000,000 ») in the aggregate.

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§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 ») per claim and « Two Million Dollars » ($ «2,000,000 ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

«Umbrella Liability or Excess Liability – Two Million Dollars ($2,000,000.00) each occurrence. Two Million Dollars ($2,000,000.00) general aggregate. Two Million Dollars ($2,000,000.00) Products and Completed Operations Aggregate. Two Million Dollars ($2,000,000.00) - Personal and Advertising Injury »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	«100% »
Performance Bond	«100% »

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

«Maintenance Bond in the amount of 15% for 18 Months »

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DRAFT

AIA® Document A232™ – 2019

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

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

«Chancellor Center Renovations»
«30 North Chancellor Street
Newtown, PA 18940»

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

«Boyle Construction, Inc.»
«3850 Sierra Circle, Suite 400»
«Center Valley, PA 18034»

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

«Council Rock School District»
«30 North Chancellor Street»
«Newtown, PA 18940»

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

«Marotta / Main Architects»
«214 North Duke Street»
«Lancaster, PA 17602»

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.

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents 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, Advertisement for Bids, Instructions to Bidders ,Addenda issued prior to execution of the Contract, other documents listed in the Agreement, such as the Contractor's executed Bid Form, Bid Bond, Agreement of Surety, Performance Bond, Payment Bond, and Non-Collusion Affidavit, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. 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 or proposal requirements.
§1.1.1.1 The Contractor is responsible to read the entire AIA A232-2019 General Conditions of the Contract for Construction as it has been modified from the original AIA Document A232-2019.

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

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

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

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

§ 1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner, Construction Manager or Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work, including, but not limited to, the following: shoring, scaffolding; hoists; weatherproofing; or any temporary facility; or activity, since these are the sole responsibility of the Contractor.

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

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

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

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

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

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

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

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

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

§ 1.1.11 Resident Project Engineer: The term Construction Manager (CM) shall refer to Boyle Construction, Inc.

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

§ 1.1.13 Architect: The term Architect shall refer to Marotta / Main Architects and mean the registered Architect of record.

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

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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 inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Sub-section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Sub-sections 3.2 and 3.7. Moreover, Work not expressly required in the Contract Documents will be required if it is consistent with the Contract Documents, is reasonably inferable from them as being necessary to produce the indicated results, is required by Article 2 of the Agreement, and to the extent it is necessary to produce complete and functioning Work.

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

§ 1.2.2 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. Instructions and other information furnished in the Specifications, including, without limitation, items in connection with prefabricated or pre-finished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified. If necessary, such Work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

§ 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. Typographical and spelling errors shall be interpreted by the Architect for their obvious meaning and intent. References throughout the Contract Documents expressed in the singular number shall mean one or more like items as may be required to complete the Work. Likewise, plural references that obviously imply only one item shall mean only one item.

§ 1.2.4 Whenever a product is specified or shown by describing propriety items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a Change in the Work. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice,

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if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 2.2.2 {Intentionally omitted} Intentionally omitted.

§ 2.2.3 {Intentionally omitted} {Intentionally omitted}

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, or as otherwise indicated in 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, assisted by the Construction Manager, shall secure and pay for the building permit.

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§2.3.1.1 The Owner will secure and pay for the necessary zoning approvals, site development approvals, highway access approvals, design approvals, and other approvals related to permanent facilities and required precedent to applications for permits for Work at the Project site.

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

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

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

§ 2.3.5 The Owner shall 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.

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

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly 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.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The rights granted to the Owner pursuant to this Section 2.5 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or project schedule, or fails to adequately staff the project with proper management, supervision, materials and Workforce, including its duty to proceed expeditiously with adequate forces so as to achieve substantial completion

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within the Contract Time, and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default of neglect with diligence and promptness, the Owner may after such seven (7) day period give the Contractor a second written notice to correct such deficiencies within a three (3) day period. If the Contractor within such three (3) day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorney's fees and costs and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Notwithstanding the above, Owner shall not be required to comply the notice provisions hereof, and may proceed to correct deficiencies if Contractor fails within a 24-hour period after receipt of written notice form the Owner to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the project schedule. Owner shall have the further right to carry out Work without any prior notice to Contractor, in an emergency affecting safety of persons or property, and said Work is necessary to prevent threatened damage, injury or loss. Owner's right in this regard shall not relieve Contractor of its obligations and responsibilities under the Contract Documents and shall not give rise to a duty on the part of the Owner to exercise the right for the benefit of the Contractor or any other person or entity.

§ 2.6 Owner's Representative

§ 2.6.1 The Owner reserves the right to employ a qualified person or firm as Owner's Representative or Clerk of the Works, to observe the Work in conjunction with the Architect or Construction Manager. Owner's Representative shall have the right to attend job conferences or project meetings and to come to the Project site while the Work is in progress. Owner's Representative shall observe the Work and report any defects or discrepancies in the Work to the Architect or Construction Manager. Nothing herein contained shall create any contractual relationship between Owner's Representative and any Contractor, Subcontractor or Sub-subcontractor. Owner's employment of a project representative or Clerk of the Works shall not relieve the Contractor of any of its responsibilities or obligations under the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required 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 Contractor shall perform the Work in accordance with the Contract Documents. Where term "Contractor" is modified in any way, such as, without limit, "this Contractor", "General Construction Contractor", "Mechanical Contractor", "Plumbing Contractor, "Electrical Contractor", "separate contractor", the modified term shall be deemed to refer to the trade involved with the Work mentioned, but such meaning does not relieve the Contractor from his responsibility for all Work, whether or not such Work is sublet.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Observation of Work by the Construction Manager or Architect, or by their employees shall not be interpreted as relieving Contractor from his responsibility for coordination of all Work, his Superintendence of the Work, and his scheduling of the Work.

§ 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. Prior to execution of the Agreement, the Contractor and each Subcontractor valued and satisfied themselves as to the conditions and limitations under which the Work is to

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be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment and (v) other similar issues. The Owner assumes no responsibility or liability for the physical conditions or safety of the Project site of any improvements located on the Project site. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1. The Contractor shall review the drawings and Work of other separate contracts to determine if that Work affects the Contractor's planned Work.

§ 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 2.3.5, 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.

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Contract Documents or the work installed by other contractors is not guaranteed by the Architect, the Construction Manager or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 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 submit 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, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the 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, Construction Manager and Owner 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, Construction Manager and Owner. If the Contractor proceeds with such Work without obtaining further drawings or instruction, he shall correct Work incorrectly done at his own expense.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences,

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or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. The Contractor shall not perform the Work using its alternative means, methods, techniques, sequences, or procedures and shall not proceed with that portion of the Work without further written instructions from the Architect, Construction Manager and Owner. If the Contractor fails to give the requisite written notice and proposed changes to the Owner, Construction Manager and Architect before proceeding with the applicable portion of the Work or if the Contractor gives the requisite notice and proposed changes and then proceeds with that portion of the Work prior to receiving further written instructions from the Architect, Construction Manager and Owner, then the Contractor shall be solely responsible for any resulting loss or damage. If the Contractor gives the requisite written notice and proposed changes and then is instructed by the Owner 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 or entities 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.
If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the following provisions apply:

.1 The Contractor must submit to the Construction Manager (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, tests results, installation instructions, operating procedures and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) an affidavit stating that (a) the proposed substitution shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitution shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

.2 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (iv) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (v) when in the judgment of the Owner, the Construction Manager or the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time or other considerations.

.3 Whether or not any proposed substitution is accepted by the Owner, the Construction Manager or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Construction Manager, the Architect or other consultants for evaluating each proposed substitute.

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

§ 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.

§ 3.4.4.1 The Contractor shall only employ or use labor in connection with the Work, capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

§ 3.4.4.2 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade.

§ 3.4.5 Whether indicated or not, all products included in the Work shall be asbestos-free and lead-free. If any suspected asbestos– containing or lead-containing materials are installed, the Owner has the right to have the material in question tested and if proven to contain asbestos or lead exceeding the amounts permitted by law, the Contractor shall remove all material in question and replace it with acceptable material at no additional cost to the Owner.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The minimum Warranty period, as defined above shall be one (1) year from the date of Substantial Completion. The warranty provided in subparagraph 3.5.1 shall be in addition to and not in limitation of any other warranty required by the Contract Documents as otherwise prescribed by law.

§ 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 and shall comply with the following:

§ 3.6.1.1 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 Contract Sum shall include all applicable taxes.

Notwithstanding the foregoing, however, Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all Subcontractors 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

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term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). 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 certification prepared by Contractor or a Subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue.

3.6.1.2 Assignment of Refund Rights.
Owner shall be entitled to claim refunds of sales and/or use tax paid on these and other purchases of tangible personal property required in connection with the Work. The Contractor and all Subcontractors hereby assign to Owner all rights to any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right to review the books and records of the Contractor and all Subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all Subcontractors shall cooperate fully with Owner in pursuing any such refund claim and shall make available to the Owner any applicable documents.

§ 3.6.1.3 Access to Accounting Records
The Contractor shall check all materials, equipment and labor entering into the Work, and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract and the system shall be satisfactory to Owner. The Owner or its representatives shall be afforded access to, including the right to photocopy, all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Work, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by the law, after receipt of final payment.

§ 3.6.1.4 Contracts with Subcontractors
The Contractor agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with Subcontractors. The Contractor further agrees that it will not file a claim for refund for any sales and/or use tax which is subject of the assignment in Subparagraph 3.6.1.2 above. Contractor shall obtain from all Subcontractors similar agreements that they will not file claims for refund for any sales and/or use tax which is subject of the assignment as noted above.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and 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 and shall provide proof by way of copies or certificates to the Construction Manager as soon as practicable. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility. The Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.1.1 To the extent Contractor pays any permits, fees, including connection and/or tap-in fees not otherwise properly due, the Owner shall be entitled to any refund relating thereto and the Contractor agrees to assign any and all rights to said refund or refund claim to Owner. The Contractor and all Subcontractors hereby assign to Owner all rights to claim any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right to review the books and records of Contractor and all Subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all Subcontractors shall cooperate fully with Owner in pursuing any such refund claim and shall make available to Owner any applicable documents.

§ 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.

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§ 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 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2;
- **.4** Upon execution of a Change Order addressing an item covered by an allowance, the allowance will be reduced by the value of the change order and the Contract Sum shall be adjusted accordingly to reflect the pricing in the Change Order; and
- **.5** The Contractor cannot bill for any Work associated with an allowance unless there is a signed executed Change Order for the Work.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 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 until the day of Substantial Completion, and for such additional time thereafter as the Architect, in consultation with the Construction Manager may determine to be necessary for the expeditious completion of the Work. The superintendent shall represent the Contractor, and communications

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given to the superintendent shall be as binding as if given to the Contractor. If, during the course of the project, it is evident that the superintendent is not competent, is not managing the progress of the Work, or is not coordinating the supervision of the various trades under the Contract, the Owner or Construction Manager may require the replacement of the superintendent with an acceptable superintendent.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Project Superintendent must be approved by the Owner, Architect, and Construction Manager 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, Architect, and Construction Manager, 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, Architect, and Construction Manager.

§ 3.9.3 The Contractor shall not employ key personnel to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the key personnel without the Owner's consent, which shall not unreasonably be withheld or delayed. If, during the course of the Project, it is evident that any of the key personnel is not competent or is not managing the progress of the Work or is not coordinating the supervision of the various trades under the Contract, the Owner or Construction Manager may require the replacement of the personnel with acceptable personnel.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. 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 Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the 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 accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.10.5 The construction schedule shall be in a detailed precedence-style critical path management ("CPM") or primavera-type format satisfactory to the Owner and Construction Manager that shall also (i) provide a graphic

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representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and Construction Manager of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Construction Manager and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays.

The accepted construction schedule shall be updated to reflect actual conditions as set forth in Section 3.10.1 or if requested by either the Owner or the Construction Manager. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.6 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment and facilities , and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.6.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.6 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.7 The Owner shall have the right to direct a postponement or reschedule of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's or Construction Manager's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling or performance of the Work under this Section 3.10.7 may be grounds for an extension of the Contract Time, if permitted, under Section 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract

§ 3.10.8 If Contractor does not comply with all the above requirements and timelines, the Owner reserves the right to deduct $500.00 from the Contract amount for each day that Contractor does not comply. The aforesaid deduction shall be in the nature of liquidated damages and not a penalty as actual damages resulting from Contractor's failure to comply with the above requirements and timelines are impossible to determine. The Owner may also proceed with enforcing other requirements of the Contract Documents including Article 2.4.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 Monthly Report

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The Contractor shall record the progress of the Project. On a monthly basis (on the tenth (10th) day of each month), or otherwise as agreed to by the Owner or Construction manager, the Contractor shall submit written progress reports to the Owner, Construction Manager and Architect, showing percentages of completion and other information required by the Owner. Specifically, for the preceding thirty (30) days, Contractor shall submit to Owner and Construction Manger the current Project schedule, together with a monthly report, which shall include the following information:

1. a description of the work activity on the Project during the immediately preceding month;
2. a description of the work activity anticipated for the current month for each of the major trades;
3. a list of outstanding RFI's;
4. the status of change orders and anticipated change orders;
5. Project photographs;
6. a cost report;
7. an updated Project Schedule;
8. submittal log;
9. current Project directory;
10. contract schedule log;
11. change event log; and
12. procurement schedule.

§ 3.11.2 Daily Logs

The Contractor shall keep, and make available to the Owner, Construction Manager and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By approving and 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 and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional and who shall comply with reasonable requirements of the Owner regarding qualifications and insurance. 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, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 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, 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 that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a

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manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.4 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Construction Manager, which may be withheld in the sole discretion of the Construction Manager.

§ 3.13.5 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas of the buildings adjacent to the site of the Work and (ii) the project itself in the event of partial occupancy. Without prior approval of the Construction Manager, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Construction Manager.

.1 Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner or the Construction Manager in connection with the use and occupancy of the Project site and the building, as amended from time to time. The Contractor shall immediately notify the Construction Manager in writing if during the performance of the Work, the Contractor finds compliance of any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner or Construction Manager may, in their sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.

.2 The Contractor shall also comply with all insurance requirements and collective bargaining agreements, if any, applicable to use and occupancy of the Project or any portion thereof.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Patching of exposed Work shall only be performed by skilled workers of the required trade.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area clean at all times of dirt, rubbish, waste materials and debris resulting from the Work and shall remove all rubbish, waste materials and debris in metal containers at the end of each Working day. The Contractor shall remove all rubbish cartons resulting from the installation of fixtures and equipment. If the premises are not kept clean at all times and if within 24 hours after verbal notice from the Owner the dirt, rubbish, waste materials and debris is not cleaned up by Contractor then Owner will arrange for such cleanup at the Contractor's expense. Prior to Substantial Completion of the Work the Contractor shall do the cleaning of the surfaces of all his installations as may be required by various Specifications to the satisfaction of the Architect and Construction Manager . 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. In addition, the Contractor will be responsible for the proper disposal of such waste, in accordance with applicable law.

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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.

§ 3.15.3 In readiness for occupancy of the Owner, the Contractor, when directed by the Architect or Construction Manager, shall thoroughly clean all portions of the Work to be occupied and all applicable material and equipment surfaces suitable for occupancy. Cleaning of windows and other glass in the Project is a contractual requirement.

§ 3.15.4 The General Contractor shall make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the construction site onto Municipal streets adjoining the Project site and shall remove any mud, debris and litter which may fall upon Municipal streets or adjacent properties. If the same is not removed and properly washed down within 24 hours after verbal notice from the Municipality or the Owner then in that event, said mud, debris and litter shall be removed from the street by the Owner at the Contractor's expense.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with 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 defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, any other entities identified in the Contract Documents, and agents and employees of any of them (individually, an "Indemnified Party," collectively, "Indemnified Parties") from and against any and all liabilities (including but not limited to contractual liabilities), claims (even if such claims are groundless, false or fraudulent), losses, damages, penalties, fines, settlements, costs, and/or expenses (including but not limited to court costs and reasonable attorneys' fees), attributable to injury (including but not limited to sickness, disease, or death) to any person (including but not limited to the Contractor's employees) and/or damage to any property of whatsoever kind or nature, arising out of or relating to the execution of the Work, or preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise, or other directives from the Owner, or the design, manufacture, delivery, installation, use, misuse, maintenance, erection, repair, operation, or failure of any part, of all of the goods, materials, machinery, and/or equipment (even if such was furnished, rented, or loaned by any of the Indemnified Parties), even for, and if caused in part by, any negligent act or omission, or strict liability of an Indemnified Party. . 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 3.18.1 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 obligation to defend the Indemnified Parties under this Section 3.18 is in addition to the Contractor's obligation to indemnify and hold harmless the Indemnified Parties. The Contractor shall, at the Contractor's expense, defend an Indemnified Party against any claim, whether asserted in a proceeding, action at law, in equity, in arbitration, or otherwise, containing any allegation(s) that may potentially give rise to the Contractor's obligation to indemnify an Indemnified Party under Sections 3.18.1 and 3.18.2 above. The Contractor

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shall retain an attorney to represent such Indemnified Party, provided, however, that any attorney employed in such defense must be satisfactory to the Indemnified Party. The Contractor's obligation to defend an Indemnified Party shall continue until such time as it is determined by court or arbitrator(s), through all appeals and/or the expiration of applicable appeal periods, that the Contractor is not obligated to provide such defense. The Contractor shall pay for all attorneys' fees and related legal expenses incurred by an Indemnified Party to enforce the Indemnified Party's rights under this Section 3.18.

§ 3.18.4 The Contractor's indemnity obligations under this Section I shall also specifically include, without limitation, all fines, penalties, damages, liability costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any: (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that relates to or bears upon the performance of the Work by the Contractor, its Subcontractors, or any person or entity for whom either is responsible, including, but not limited to, any environmental conditions, hazardous materials, or safety-related violation; (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, (iii) failure to secure and pay for permits, fees, approvals, licenses and inspections as required under the Agreement, or any violation of any permit or other approval of a public authority applicable to the Work by the Contractor, its Subcontractors, or any person or entity for whom they are responsible, and (v) any patent or intellectual property infringement.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. 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 and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

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§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor 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, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness 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.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for

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substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor 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.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 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.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The 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

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number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor 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 No later than 14 days subsequent to the full execution of this Agreement, the Contractor, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. The Owner reserves the right to deduct 500.00 from the Contract amount for each additional day past the 14- day period that all information is not furnished. The aforesaid deduction shall be in the nature of liquidated damages and not as a penalty as actual damages resulting from Contractor's failure to furnish the required information is impossible to determine. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 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.

§ 5.2.3.1 No approval or disapproval by the Architect, Construction Manager or Owner of any particular Subcontractor shall relieve Contractor of its responsibility for performance of the Work. Furthermore, Contractor is not relieved of its responsibility for Contractor's selection of particular processes or materials for the performance of the Work by any Owner, Construction Manager or Architect approval of a particular Subcontractor.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.2.5 The Contractor shall also require each Subcontractor to submit a list of any proposed sub-subcontractors and suppliers for Construction Manager's review and approval pursuant to the same process detailed in section 5.2.1 above, and Contractor shall not permit Subcontractor to delegate, or further subcontract to others the performance of any of its obligations or work required or contemplated by their Subcontract without prior written consent of the Construction Manager, which shall not be unreasonably withheld.

§ 5.2.6 Promptly upon execution of a subcontract, Contractor shall provide the Owner true, accurate and complete copies of all subcontracts and material supply contracts.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the

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Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Where Contractor sublets portions of the Work, the entire responsibility for the subdividing of Work rests with the Contractor. The Owner, Architect, or Construction Manager are not responsible for the manner of the subdivision of the Work and none will enter into nor settle disagreements or disputes between Contractor and Subcontractors. The arrangement of Specifications and the manner of graphic illustration of Drawings are for convenience of reference and do not compromise any exacting method of subdividing Work for purposes of subcontracting, except where the Contract Documents require an undivided responsibility for certain Work.

§ 5.3.3 Contractor shall require each Subcontractor to (1) Inspect surfaces and job conditions before beginning Work at Project site, (2) Accept or cite necessary corrections in surfaces and job conditions before beginning Work at Project site, and (3) Protect his own materials, equipment and Work from damage, injury or loss due to weather or due to Work of the Contractor, other Subcontractors, or other Contractors. The best means of protection shall be supplied, and removed when no longer required.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 (but only those arising post assignment).

§ 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 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.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Contractor shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other 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, Separate Contractors, or other Contractors but, as to Separate Contractors or other Contractors, only to the extent Owner can recover such damages from the responsible Separate Contractors or other Contractors (such recovery being a condition precedent to the Owner's obligation to pay the Contractor for such costs).

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 The Contractor shall indemnify and hold the Owner harmless from any claims or damages brought by a Separate Contractor or other Contractor arising out of actions or omissions of the Contractor, its Subcontractors or suppliers in performing their Work under the Contract Documents.

§ 6.2.7 Should the Contractor wrongfully 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 to resolve the dispute. Such dispute shall not delay the completion of the Work. Work shall be continued by the Separate Contractor or other Contractor claiming damages at his expense subject to his right to recover damages. If such separate contractor or other Contractor sues the Owner, Architect or Construction Manager on account of any damage alleged to have been caused by the Contractor, the Owner, Architect or Construction Manager shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner, Architect or Construction Manager arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner, Architect or Construction Manager for all attorneys' fees and court costs which the Owner, Owner's Representative Architect or Construction Manager has incurred.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied, acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 All Change Orders shall be accompanied by detailed price breakdowns in the format as directed by the Construction Manager. Owner reserves the right to accept or reject Contractor's price. No charges by Contractor for extra Work or changes in the Work shall be valid unless duly authorized pursuant to the procedures described herein. Written authority from the Construction Manager and Owner to perform extra Work or changes in the Work must be in the possession of the Contractor before such Work commences if Contractor seeks payment on account of such Work. Contractor agrees that prices for changes in the Work and for extra Work will not include charges involving penalties or damages for assumed delays in the Work, charges for estimating, cancellation charges on prior rejected work or similar amounts which do not relate directly to costs of labor and material and equipment necessary for the Work involved in the Change Order. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in 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 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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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.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by industry-wide labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustment in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration of not less than one (1) day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Subparagraph 8.3.1 shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work; (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity or (iv) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

§ 8.3.4 If the Contractor submits a progress report indicating or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents, or expiration of the

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Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, earlier of fourteen (14) days of the execution of this Agreement or ten (10) days before the before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, unless otherwise required by the Agreement, 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Construction Manager; (i) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Construction Manager. A sample Lien Waiver and Release Form is attached hereto as an Exhibit to this Contract. Owner reserves the right to modify the form of this Lien Waiver and Release.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

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agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 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, 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 (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole 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 is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

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§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 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.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment. The Contractor and such Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a Subcontractor of any tier, (ii) obligations from the Owner to such Subcontractor or (iii) rights in such Subcontractor against the Owner.

§ 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.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven 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.

§ 9.6.3 The Construction Manager will, on 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 suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 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 or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If 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 seven additional days' 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 shutdown, 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 provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any government authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and

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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 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 of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract

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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. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Construction Manager as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 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;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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 Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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.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, a Subcontractor, or a Sub-subcontractor;
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
.4 construction or operations by the Owner, Separate Contractors, or other 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 implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible at the Contractor's sole cost and expenses, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damages to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Construction Manager reasonable advance notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 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, notice of the injury or damage, whether or not insured, 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.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the work, as necessary, from injury by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Construction Manager all accidents arising out of or in connection with the Work that cause death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Construction Manager.

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§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the 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 the material or substance or who are to perform the task of removal or safe containment of the 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 resume 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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 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 reimburse the Contractor for all cost and expense thereby incurred.

§ 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, the Architect and Architect's consultants,

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and any other entities set forth in the Contract Documents, shall be named as additional insureds under the Contractor's commercial general liability, automobile, and umbrella policies or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 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 within fourteen (14) days of the date of the execution of the Contract but no later than ten (10) days prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. 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. In addition, within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The

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furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before 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, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The 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, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 Upon completion of any Work under or pursuant to this Paragraph 12.2, the one (1) year correction period in connection with the Work requiring correction shall be renewed and recommence for the corrective work performed as well as any Work effected by the corrective work. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective 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 of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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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 effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing construction financing for the Project or credit enhancement, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

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§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

{Intentionally omitted}

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon fifteen (15) days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination. In the event of such a notice of termination, Contractor agrees that Owner can assign this Contract to its Lender, if any. In the event that the Owner does not so assign the Contract, the Contractor can recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the termination portion of the Work, (ii) claims that the Owner has against the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work 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 seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate 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 compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and 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 that the Owner terminates the Contract for cause, and such cause is determined to be valid, in addition to and without prejudice all other rights, remedies and relief which the Owner may obtain under this Agreement, and pursuant to law, the Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney 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 actions (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.

§ 14.2.6 If it is determined by a court of competent jurisdiction, the cause for termination under Article 14.2 did not exist, then such termination shall be treated as a termination for convenience under Article 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend 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 under 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 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

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.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 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work (ii) claims that the Owner has against the Contractor under the Contract and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later provided, however, that the Contractor shall use its best efforts to furnish the Construction Manager, as expeditiously as possible, with notice of any Claim once such claim is recognized and shall cooperate with the Construction Manager, the Architect and the Owner in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition that is the cause of such a Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial

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decision shall be final and binding on the parties but 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. {Intentionally omitted}

§ 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 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. The decision to mediate, however, shall be at the Owner's sole discretion. Once the Owner decides not to mediate the dispute and rejects mediation in writing, mediation will no longer be a condition precedent to any action pursuant to Section15.4 below.

§ 15.3.2 The parties shall 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.3.5 In the event of mediation, the parties agree that they will attempt to agree to the identity of the mediator. If the parties are unable to agree within fifteen (15) business days from the date of the filing of a Demand for Mediation, the parties shall permit the selection process and the mediation to be administered by the American Arbitration Association.

§ 15.4 Arbitration or Litigation

§ 15.4.1 The Owner may elect to subject Claims, disputes or other matters in question between the parties to this Agreement arising out of this Agreement to resolution by arbitration or litigation. This election can be made at any time by the Owner. The Contractor hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. Unless the parties mutually agree otherwise, in the event of arbitration such proceeding shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. Any arbitration or court proceeding shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. The arbitrator(s) or court shall apply the law of the Commonwealth of Pennsylvania without consideration of choice of law analysis.

{Intentionally omitted}

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§ 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.

§ 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 IN THE EVENT OF LITIGATION, THE PARTIES MUTUALLY AGREE TO WAIVE THEIR RIGHT TO A JURY.

§ 15.4.5 The prevailing party in any dispute resolution process shall be entitled to recover all costs incurred in any dispute resolution including but not limited to attorney's fees, expert fees, and court and arbitration costs.

§ 15.4.6 Consolidation or Joinder

§ 15.4.6.1 Notwithstanding anything to the contrary contained in this Agreement, Contractor waives all objections to joinder of the Contractor as a party to any mediation, arbitration, or litigation related to this Project in which the Owner is joined or is otherwise positioned as a party and in which the Contractor's conduct or his performance of professional services is in any way relevant to the subject of a dispute. {Intentionally omitted} {Intentionally omitted} .

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SECTION 00 73 43 PREVAILING WAGE RATE REQUIREMENTS

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Prevailing Wage Act.
2. Pennsylvania Prevailing Wage Determination Schedule follows as Section 00 73 43.1.
3. Pennsylvania Department of Labor and Industry “Weekly Payroll Certification for Public Works Projects” Form LLC-25 follows as Section 00 73 43.2.

1.3 Prevailing Wage Rates

A. The provisions of the Pennsylvania Prevailing Wage Act, Act. No. 442, approved August 15, 1961 (P.L. 987) as amended are hereby incorporated herein and the Contractor and all Subcontractors shall comply with the requirements of the applicable portions thereof and the Regulations issued in connection therewith.

B. Pursuant to the requirements of the above Act, the Prevailing Minimum Wage Predetermination is attached hereto and hereby made part of the Contract Documents.

C. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter “Secretary”), which must be paid to the workmen, employed in the performance of the Contract.

D. All Prime Contractors shall submit (3) copies of weekly certification forms with their payment requisitions. The form to be used is the latest edition of the Department of Labor and Industry form “Contractor’s or Subcontractor’s Weekly Payroll Certification for Public Works Projects” (forms LIPW-123 and LIPW-124).

E. There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in the Work on this Project, in the trade or occupation listed on the attached Prevailing Minimum Wage Predetermination, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor, or any Subcontractor, and such laborers and mechanics.

F. These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all subcontractors.

G. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

H. No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in the Regulations shall be followed.

I. All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor, and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in

the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

J. Each Prime Contractor or Subcontractor shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the Secretary of the Department of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay the workmen their wages. The posted notice of wage rates must contain the following information:

1. Name of project.
2. Name of public body of which it is constructed.
3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

K. The Contractor and all subcontractors shall keep an accurate record **showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman.** The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

1. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

L. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

M. Payment of compensation to workmen for work performed on public work on a lump sum basis, or apiece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting therefrom.

N. Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

O. The provision of the Act and the Regulations are incorporated by reference in the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

A. Prevailing wage certification forms are to be produced weekly and are to be submitted monthly. Prevailing wage certificates are to be sent to Architect and CM with a pencil copy of the Application for Payment. No Applications for Payment will be processed without the proper prevailing wage certificates. Contractor may be requested to submit the prevailing wage certification forms in any of the following manners:

1. If hard paper copies are submitted, Contractor shall submit two (2) copies of each prevailing wage certification form.
2. If digital copies are submitted, Contractor shall submit to Architect and CM in PDF form.
3. Redacted certified payroll:

    a. Prevailing wage certification forms submitted to the Owner may not be redacted by law; however, if there is a Project Right-to-Know request, the Contractor will be required to submit redacted prevailing wage certification forms **in addition** to the required unredacted forms. The following information may be redacted:

        1) Employee Name
        2) Employee Address
        3) Employee Social Security Number

B. Contractor shall use the Commonwealth of Pennsylvania Department of Labor and Industry Form LLC-25 (form can be accessed at: http://www.dli.pa.gov/Individuals/Labor-Management-Relations/Documents/llc-25.pdf), as revised from time to time, and ensure proper classification of workmen are assigned to each person. Certificates must be filled out in their entirety. Form is included as Specification Section 007346.16. Certified Payroll submitted on U.S. Wage and Hour Division forms are NOT accepted and will be returned to the Contractor.

C. Regardless of the submission type, the first and the final certification forms must be notarized, signed, and dated.

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BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	CRSD - Chancellor Center Renovations
General Description:	Renovations to the Chancellor Center
Project Locality	Newtown Borough
Awarding Agency:	Council Rock School District
Contract Award Date:	12/18/2026
Serial Number:	26-08833
Project Classification:	Building
Determination Date:	10/2/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Bucks County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-08833 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2026		$64.51	$50.26	$114.77
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		$41.34	$19.23	$60.57
Boilermakers	1/1/2026		$58.00	$36.57	$94.57
Bricklayer	5/1/2026		$51.15	$34.92	$86.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$55.83	$30.39	$86.22
Carpenter - Chief of Party (Surveying & Layout)	5/1/2027		$58.03	$30.74	$88.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2028		$60.29	$31.09	$91.38
Carpenter - Chief of Party (Surveying & Layout)	5/1/2029		$62.63	$31.44	$94.07
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$48.55	$30.39	$78.94
Carpenter - Instrument Person (Surveying & Layout)	5/1/2027		$50.46	$30.74	$81.20
Carpenter - Instrument Person (Surveying & Layout)	5/1/2028		$52.43	$31.09	$83.52
Carpenter - Instrument Person (Surveying & Layout)	5/1/2029		$54.46	$31.44	$85.90
Carpenter - Instrument Person (Surveying & Layout)	5/1/2030		$56.55	$31.79	$88.34
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$24.28	$21.99	$46.27
Carpenter - Rodman (Surveying & Layout)	5/1/2027		$25.23	$22.34	$47.57
Carpenter - Rodman (Surveying & Layout)	5/1/2028		$26.22	$22.69	$48.91
Carpenter - Rodman (Surveying & Layout)	5/1/2029		$27.23	$23.04	$50.27
Carpenter - Rodman (Surveying & Layout)	5/1/2030		$28.28	$23.39	$51.67
Carpenters	5/1/2026		$48.55	$30.39	$78.94
Carpenters	5/1/2027		$50.46	$30.74	$81.20
Carpenters	5/1/2028		$52.43	$31.09	$83.52
Carpenters	5/1/2029		$54.46	$31.44	$85.90
Carpenters	5/1/2030		$56.55	$31.79	$88.34
Cement Masons	5/1/2024		$46.70	$32.46	$79.16
Cement Masons	5/1/2025		$48.70	$32.46	$81.16
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Drywall Finisher	5/1/2025		$40.14	$32.35	$72.49
Drywall Finisher	5/1/2026		$41.10	$32.99	$74.09
Electricians	7/7/2025		$61.87	$41.05	$102.92
Electricians	1/5/2026		$63.82	$42.95	$106.77
Electricians	1/4/2027		$66.08	$44.44	$110.52
Electricians	1/3/2028		$68.19	$45.83	$114.02
Electricians	1/1/2029		$70.30	$47.22	$117.52
Electricians	1/7/2030		$72.26	$48.51	$120.77
Electricians	1/6/2031		$74.22	$49.80	$124.02
Elevator Constructor	1/1/2025		$71.85	$45.77	$117.62
Elevator Constructor	1/1/2026		$74.86	$46.86	$121.72
Floor Coverer	5/1/2025		$51.67	$31.69	$83.36
Floor Coverer	5/1/2026		$52.84	$32.86	$85.70
Glazier	5/1/2025		$49.96	$38.34	$88.30
Glazier	5/1/2026		$51.30	$39.37	$90.67
Interior Finish	5/1/2023		$34.60	$25.80	$60.40

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-08833 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		$53.20	$45.01	$98.21
Iron Workers (Riggers)	7/1/2025		$44.77	$36.27	$81.04
Iron Workers (Riggers)	7/1/2026		$48.84	$36.52	$85.36
Iron Workers (Rodman/Reinforcing)	7/1/2025		$47.80	$36.65	$84.45
Iron Workers (Rodman/Reinforcing)	7/1/2026		$52.39	$36.90	$89.29
Laborers (Class 01 - See notes)	5/1/2025		$37.25	$26.10	$63.35
Laborers (Class 02 - See notes)	5/1/2025		$41.00	$27.70	$68.70
Laborers (Class 03 - See notes)	5/1/2025		$37.67	$26.28	$63.95
Laborers (Class 04 - See notes)	5/1/2025		$37.67	$26.28	$63.95
Laborers (Class 05 - See notes)	5/1/2025		$37.25	$26.10	$63.35
Landscape Laborer	5/1/2024		$30.70	$24.23	$54.93
Landscape Laborer	5/1/2025		$32.15	$24.30	$56.45
Marble Finisher	5/1/2025		$41.17	$30.75	$71.92
Marble Finisher	5/1/2026		$42.07	$31.85	$73.92
Marble Mason	5/1/2023		$47.20	$31.95	$79.15
Marble Setter	5/1/2026		$51.50	$33.80	$85.30
Mason Tender, Cement	5/1/2023		$35.02	$25.98	$61.00
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators (Building, Class 01 - See Notes)	5/1/2025		$54.52	$34.49	$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		$55.67	$35.34	$91.01
Operators (Building, Class 01A - See Notes)	5/1/2025		$57.52	$35.38	$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		$58.68	$36.22	$94.90
Operators (Building, Class 02 - See Notes)	5/1/2025		$54.27	$34.42	$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		$55.43	$35.26	$90.69
Operators (Building, Class 02A - See Notes)	5/1/2025		$57.29	$35.29	$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		$58.44	$36.14	$94.58
Operators (Building, Class 03 - See Notes)	5/1/2025		$50.18	$33.22	$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		$51.34	$34.06	$85.40
Operators (Building, Class 04 - See Notes)	5/1/2025		$49.88	$33.13	$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		$51.04	$33.97	$85.01
Operators (Building, Class 05 - See Notes)	5/1/2025		$48.16	$32.62	$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		$49.32	$33.46	$82.78
Operators (Building, Class 06 - See Notes)	5/1/2025		$47.17	$32.33	$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		$48.34	$33.16	$81.50
Operators (Building, Class 07A- See Notes)	5/1/2025		$66.26	$39.55	$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		$67.73	$40.48	$108.21
Operators (Building, Class 07B- See Notes)	5/1/2025		$65.97	$39.46	$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		$67.44	$40.39	$107.83
Painters Class 1 (see notes)	5/1/2025		$44.38	$34.55	$78.93
Painters Class 1 (see notes)	5/1/2026		$45.71	$35.22	$80.93
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 4 (see notes)	5/1/2025		$46.47	$34.55	$81.02
Painters Class 4 (see notes)	5/1/2026		$48.45	$35.22	$83.67

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-08833 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plasterers	5/1/2024		$39.88	$33.08	$72.96
plumber	5/1/2025		$70.53	$39.46	$109.99
plumber	5/1/2026		$73.73	$40.36	$114.09
Pointers, Caulkers, Cleaners	5/1/2025		$51.35	$31.80	$83.15
Pointers, Caulkers, Cleaners	5/1/2026		$53.35	$32.30	$85.65
Roofers (Composition)	5/1/2025		$46.03	$34.77	$80.80
Roofers (Composition)	5/1/2026		$47.53	$35.22	$82.75
Roofers (Shingle)	5/1/2024		$34.35	$22.20	$56.55
Roofers (Slate & Tile)	5/1/2024		$37.35	$22.20	$59.55
Sheet Metal Workers	5/1/2025		$62.62	$52.17	$114.79
Sheet Metal Workers	5/1/2026		$65.06	$54.48	$119.54
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sign Makers and Hangars	7/15/2026		$36.38	$25.01	$61.39
Sprinklerfitters	1/1/2023		$62.23	$31.99	$94.22
Sprinklerfitters	5/1/2025		$70.37	$34.85	$105.22
Steamfitters	5/1/2024		$70.32	$43.09	$113.41
Steamfitters	5/1/2025		$72.52	$44.89	$117.41
Stone Masons	5/1/2025		$50.00	$32.80	$82.80
Stone Masons	5/1/2026		$51.50	$33.80	$85.30
Terrazzo Finisher	5/1/2025		$45.61	$29.41	$75.02
Terrazzo Finisher	5/1/2026		$47.78	$29.61	$77.39
Terrazzo Grinder	5/1/2025		$45.88	$29.41	$75.29
Terrazzo Grinder	5/1/2026		$47.78	$29.61	$77.39
Terrazzo Mechanics	5/1/2025		$52.21	$31.26	$83.47
Terrazzo Mechanics	5/1/2026		$53.36	$32.61	$85.97
Tile Finisher	5/1/2025		$41.17	$30.75	$71.92
Tile Finisher	5/1/2026		$42.07	$31.85	$73.92
Tile Setter	5/1/2025		$52.21	$31.26	$83.47
Tile Setter	5/1/2026		$53.36	$32.61	$85.97
Truckdriver class 1(see notes)	5/1/2026		$38.57	$23.87	$62.44
Truckdriver class 2 (see notes)	5/1/2026		$38.67	$23.87	$62.54
Truckdriver class 3 (see notes)	5/1/2026		$38.92	$23.87	$62.79
Window Film / Tint Installer	6/1/2025		$27.42	$15.13	$42.55
Window Film / Tint Installer	6/1/2026		$28.35	$15.60	$43.95

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-08833 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2025		$50.00	$32.57	$82.57
Bricklayer	5/1/2026		$51.15	$34.92	$86.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$65.96	$30.09	$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$67.52	$30.44	$97.96
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$58.39	$29.06	$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$60.09	$29.06	$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$45.88	$23.19	$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$46.97	$23.54	$70.51
Carpenter	5/1/2025		$57.36	$30.09	$87.45
Carpenter	5/1/2026		$58.71	$30.44	$89.15
Cement Masons	5/1/2023		$43.20	$32.91	$76.11
Cement Masons	5/1/2025		$46.55	$32.66	$79.21
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$61.88	$45.47	$107.35
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Electric Lineman	6/3/2024		$62.07	$33.96	$96.03
Electric Lineman	6/2/2025		$65.10	$34.45	$99.55
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		$53.20	$45.01	$98.21
Iron Workers (Riggers)	7/1/2023		$42.53	$34.14	$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		$45.70	$34.77	$80.47
Laborers (Class 01 - See notes)	5/1/2025		$40.20	$27.80	$68.00
Laborers (Class 01 - See notes)	5/1/2026		$41.65	$27.90	$69.55
Laborers (Class 02 - See notes)	5/1/2025		$40.40	$27.80	$68.20
Laborers (Class 02 - See notes)	5/1/2026		$41.85	$27.90	$69.75
Laborers (Class 03 - See notes)	5/1/2025		$40.40	$27.80	$68.20
Laborers (Class 03 - See notes)	5/1/2026		$41.85	$27.90	$69.75
Laborers (Class 04 - See notes)	5/1/2025		$35.00	$27.80	$62.80
Laborers (Class 04 - See notes)	5/1/2026		$36.45	$27.90	$64.35
Laborers (Class 05 - See notes)	5/1/2025		$41.05	$27.80	$68.85
Laborers (Class 05 - See notes)	5/1/2026		$42.50	$27.90	$70.40
Laborers (Class 06 - See notes)	5/1/2025		$41.10	$27.80	$68.90
Laborers (Class 06 - See notes)	5/1/2026		$42.55	$27.90	$70.45
Laborers (Class 07 - See notes)	5/1/2025		$40.95	$27.80	$68.75
Laborers (Class 07 - See notes)	5/1/2026		$42.40	$27.90	$70.30
Laborers (Class 08 - See notes)	5/1/2025		$40.70	$27.80	$68.50
Laborers (Class 08 - See notes)	5/1/2026		$42.15	$27.90	$70.05
Laborers (Class 09 - See notes)	5/1/2025		$40.55	$27.80	$68.35
Laborers (Class 09 - See notes)	5/1/2026		$42.00	$27.90	$69.90
Laborers (Class 10- See notes)	5/1/2025		$40.70	$27.80	$68.50
Laborers (Class 10- See notes)	5/1/2026		$42.15	$27.90	$70.05
Laborers (Class 11 -See Notes)	5/1/2025		$40.60	$27.80	$68.40
Laborers (Class 11 -See Notes)	5/1/2026		$42.05	$27.90	$69.95
Laborers (Class 12 -See Notes)	5/1/2025		$42.30	$27.80	$70.10
Laborers (Class 12 -See Notes)	5/1/2026		$42.85	$27.90	$70.75

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-08833 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 13 -See Notes)	5/1/2025		$44.33	$27.80	$72.13
Laborers (Class 13 -See Notes)	5/1/2026		$45.78	$27.90	$73.68
Laborers (Class 14 -See Notes)	5/1/2025		$40.90	$27.80	$68.70
Laborers (Class 14 -See Notes)	5/1/2026		$41.90	$27.90	$69.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2025		$34.07	$19.73	$53.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2026		$35.52	$19.83	$55.35
Laborers Utility (PGW ONLY)	5/1/2025		$41.10	$19.73	$60.83
Laborers Utility (PGW ONLY)	5/1/2026		$42.55	$19.83	$62.38
Landscape Laborer	5/1/2024		$30.28	$24.05	$54.33
Landscape Laborer	5/1/2025		$31.73	$24.15	$55.88
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.52	$34.49	$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.67	$35.34	$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.52	$35.38	$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.68	$36.22	$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.27	$34.42	$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.43	$35.26	$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.29	$35.29	$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.44	$36.14	$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		$50.18	$33.22	$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.34	$34.06	$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		$49.88	$33.13	$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.04	$33.97	$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		$48.16	$32.62	$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		$49.32	$33.46	$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		$47.17	$32.33	$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		$48.34	$33.16	$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		$66.26	$39.55	$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.73	$40.48	$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		$65.97	$39.46	$105.43
Operators Class 07 (B) - See Notes (Building, Heavy,	5/1/2026		$67.44	$40.39	$107.83

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-08833 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Highway)					
Painters - Line Stripping	12/1/2024		$44.12	$27.91	$72.03
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 2 (see notes)	2/1/2025		$50.85	$33.91	$84.76
Painters Class 2 (see notes)	2/1/2026		$51.61	$35.00	$86.61
Painters Class 3 (see notes)	2/1/2025		$61.81	$33.95	$95.76
Painters Class 3 (see notes)	2/1/2026		$62.57	$35.04	$97.61
Pointers, Caulkers, Cleaners	5/1/2025		$51.35	$31.80	$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2024		$66.80	$42.93	$109.73
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		$68.89	$44.73	$113.62
Truckdriver class 1(see notes)	5/1/2024		$36.64	$22.54	$59.18
Truckdriver class 1(see notes)	5/1/2026		$38.42	$23.87	$62.29
Truckdriver class 2 (see notes)	5/1/2024		$36.74	$22.54	$59.28
Truckdriver class 2 (see notes)	5/1/2026		$38.52	$23.87	$62.39
Truckdriver class 3 (see notes)	5/1/2026		$38.77	$23.87	$62.64

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☐ Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR ADDRESS	SUBCONTRACTOR ADDRESS	DEPARTMENT OF LABOR & INDUSTRY COMMONWEALTH OF PENNSYLVANIA BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665

PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION PROJECT SERIAL # PROJECT #

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE Su M Tu W Th F Sa HOURS WORKED EACH DAY	S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
						C: FB:			
						C: FB:			
						C: FB:			
						C: FB:			
						C: FB:			

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care _____
2) Pension or retirement _____
3) Life insurance _____
4) Disability _____
5) Vacation, holiday _____
6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

(a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.

(c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:
   (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S.§ 165-11(e).

   (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:
   (a) the legal name and the business address of the contractor or subcontractor are: _____
   _____

   (b) The undersigned is: ☐ a single proprietorship ☐ a corporation organized in the state of _____
   ☐ a partnership ☐ other organization (describe) _____

   (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

_____
(DATE)

_____
(SIGNATURE)

_____
(TITLE)

_____
SEAL

Taken, sworn and subscribed before me this _____ Day

of _____ A.D., _____

SECTION 00 74 00 - APPLICATION FOR PAYMENT FORMS

Documents AIA G732 and AIA G703, Application and Certificate for Payment are included for your reference. Original documents shall be used and may obtained from the American Institute of Architects

END OF SECTION 00 74 00

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AIA® Document G732® – 2019

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:

PROJECT:

APPLICATION NO:

DISTRIBUTION TO:

OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PERIOD TO:

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

CONTRACT DATE:

PROJECT NOS: / /

CONTRACT FOR:

VIA ARCHITECT:

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 ..... $

2. NET CHANGES IN THE WORK ..... $

3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $

4. TOTAL COMPLETED AND STORED TO DATE *(Column G on G703)* ..... $

5. RETAINAGE:

a. _____ % of Completed Work
(Column D + E on G703) $

b. _____ % of Stored Material
(Column F on G703) $

Total Retainage *(Lines 5a + 5b, or Total in Column I on G703)* ..... $

6. TOTAL EARNED LESS RETAINAGE ..... $
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... $

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) $

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month, including Construction Change Directives	$	$
TOTALS	$	$
NET CHANGES IN THE WORK	$	

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: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 ..... $

(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.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: *(NOTE: If multiple contractors are responsible for performating portions of the Project, the Architect's Certification is not required.)*

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.

Sample

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AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certificate 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:
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					
	GRAND TOTAL								

Sample

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SECTION 00 75 00 - WAIVER OF CLAIMS AFFIDAVIT

This document is to accompany ALL Applications for Payment.

Date:

From:

Re: Application No. _____

Project Name: _____

Intending to be legally bound hereby, we certify that _____ (Contractor) waives any and all claims for additional cost and/or time arising out of, or relating to, any of the work performed as of the date of the above-referenced Application, other than those claims for which has already provided Contractor notice in writing in accordance with the requirements of the Contract Documents.

By: _____

Title: _____

Date: _____

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Work performed under Owner's separate contracts.
5. Owner-furnished/Contractor-installed (OFCI) products.
6. Work sequence.
7. Contractor's use of site and premises.
8. Coordination with occupants
9. Work restrictions.
10. Specification and Drawing conventions.
11. Miscellaneous provisions

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 PROJECT INFORMATION

A. Project Identification: Council Rock School District Chancellor Center Renovations.

1. Project Location: 30 North Chancellor Street, Newtown, PA 18940

2. Architect's Project Number: 25-CRSD-01.

3. Construction Manager's Project Number: 25103.01.

B. Owner: Council Rock School District

C. Owners Representative Identification: The Construction Manager (CM) for the project is Boyle Construction, Inc. 3850 Sierra Circle, Suite 400, Center Valley, PA 18034. Telephone 484.223.0726. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.

1. Chris Haller, Sr. Project Manager
Mobile: 484.794.4439
Email: challer@boyleconstruction.com

D. Architect: Marotta / Main Architects, 214 North Duke Street, Lancaster, PA 17602

1. Architect's Representative Identification: Christopher Peters, Donald Main, Kelsey Gibson, Amanda Strong, Camryn Bryan.

E. Architect's Consultants: Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Structural Consultant – Joseph Barbato Assocaites, 6 Dickinson Drive, Suite 103, Chadds Ford, PA 19317

2. Civil Consultant – Barry Isett & Associates, Inc., 400 Cresson Boulevard, Suite 105A, Phoenixville, PA 19460

3. Mechanical, Plumbing & Electrical Consultant: RTM Engineering, 303 International Circle, Suite 450, Hunt Valley, MD 21030

F. Project Coordinator for Multiple Contracts: General Construction Contract.

G. Project Mechanical/Electrical/Plumbing Coordinator for Multiple Contracts:

1. HVAC Contractor shall act as mechanical/plumbing/electrical coordinator.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
1. Site clearing and staging area preparation
2. New stormwater system and associated site work
3. Exterior light well replacement construction and associated site work
4. Renovations to the existing building

B. Project will be constructed under coordinated, concurrent multiple contracts. See Section 011250 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinator.

1. General/Site (GC/ SC)
2. Plumbing/Fire Protection (PC / FP)
3. Mechanical (MC)
4. Electrical (EC)
5. Other as determined or required by Owner.

C. Testing:

1. Contractors are to perform all factory or shop testing, and any other testing required.
2. Contractors are to perform any field testing of electrical systems or data wiring systems.
3. Contractors are to perform testing of above or below ground pipes, ductwork, and mechanical systems including pressure, air, water, or vacuum testing required.
4. All contractor testing shall be performed in the presence of the Construction Manager and/or (if required) in the presence of the municipal agency having jurisdiction.

D. Construction Waste Management for all Project activities is by each Prime Contractor. Construction Waste Management for any demolition work and any site features is by the Contractor performing the work.

E. The Contractor responsible for installation of the systems and equipment is responsible for commissioning each system. The minimum commissioning requirements in accordance with Section 019113 and other specific project requirements, including coordination and verification, shall be the responsibility of the Contractor.

F. Contract Documents were prepared for the Project by Marotta / Main Architects, 214 North Duke Street, Lancaster, PA 17602

1.5 WORK PERFORMED UNDER OWNER'S SEPARATE CONTRACTS

A. Cooperate fully with Owner and separate Owner-hired firms and/or agencies so work may be carried out smoothly, without interfering with or delaying Work under this Contract. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

1. Construction testing and special inspections will be by separate firm hired by the Owner. The Owner will procure and bear costs for **only the following:** field testing for earthwork, soil, concrete, masonry, asphalt and concrete paving, fireproofing, and structural steel.
2. Commissioning Verification Authority and HVAC testing, adjusting, and balancing (CVA/TAB) will be by separate firm hired by the Owner and will require the participation and cooperation of all contractors. The Mechanical Contractor is responsible for all pressure testing of any pipes, ductwork, or field systems and for coordinating and supporting all the testing and balancing.
3. Indoor Air Quality Testing is by Owner's independent testing agency.
4. Other contracts are at the Owner's sole discretion.

1.6 WORK SEQUENCE

A. The entire Work shall be completed in compliance with the Project phasing indicated on the Drawing Staging and Logistic Plan(s), the erosion and sedimentation control plan(s), and the milestone completion dates listed. Any deviations from these requirements shall be subject to the approval of the Construction Manager. The Owner reserves the right to enforce liquidated damages for contractor's non-compliance with any of the phasing, milestone, and substantial completion dates.

1. The Notice to Proceed will be issued as noted on the Staging and Logistic Plan(s).
2. Completion for each phase and milestones are noted on the Staging and Logistic Plan and must be strictly complied with.
3. Completion for all contracts is as follows:

a. Project Substantial Completion – 12/17/27
b. Project Final Completion – 01/14/28

B. See Staging and Logistic Plan(s) for milestone dates. The contractors' sequence and CPM schedule shall incorporate all milestone dates and comply with all dates noted therein for completing the Project. The dates provided are the milestone completion dates which will be enforced. All building systems are to be installed in compliance with the milestone dates identified on the Phasing Plans.

C. Contractors shall reference Section 014000, "Quality Control Requirements" and the Staging and Logistic Drawings for special requirements.

D. Construction work for the building shall be performed in a sequence to ensure that all building systems are systematically installed in an efficient manner. The mechanical and electrical rooms shall be constructed in an early sequence to permit rough-in by the Mechanical, Electrical, and Plumbing trades and to ensure proper operation of life safety systems in occupied areas of the building in the timeframes identified on the Staging and Logistic Plans.

E. Contractor is to clean and turn over the building in a sequence for Owner fit-out needs but not occupancy, at least one month prior to the substantial completion date or as stated on the Staging and Logistic Plans.

F. If the Notice to Proceed is delayed for any reason beyond the control of any Prime Contractor that prevents the Contractor from performing Work, all phased completion dates and milestone completion dates will be adjusted by the exact same number of days with no cost implications to the Owner.

G. If a specific milestone or phased completion date is delayed for any reason beyond the control of any Prime Contractor that prevents the Contractor from performing Work, and the delay impacts subsequent milestone

and phased completion dates, remaining milestone and phased completion dates will be adjusted by the exact same number of days with no cost implications to the Owner.

H. Liquidated damages apply for all phased completion dates and milestone completion dates shown on the Staging and Logistic Drawings.

I. All Work must be completed in accordance with the Staging and Logistic Drawings, the Project, the approved Project schedule, and in a sequence approved by the Construction Manager, Architect, and Owner.

J. The Staging and Logistic Plans identify timeframes necessary for the Owner to complete moving operations for occupancy of individual building areas. In the event of any delay in the Work that will impact the relocation or moving of Owner's operations, furnishings, or equipment, the Owner has the discretion to adjust its move or relocation milestone schedule by up to 30 days. Such action by the Owner shall be issued in writing to the contractor not less than 30 days prior to the anticipated milestone date.

1.7 OWNER-FURNISHED/ CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable.

1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.
   a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

C. Owner- Furnished/Contractor-Installed (OFCI) Products:

1. Toilet Accessories, as noted elsewhere.
2. Generator and ATS.

1.8 CONTRACTOR'S USE OF SITE AND PREMISES

A. General: Contractor shall have limited use of Project site for construction operations as designated on the Staging and Logistic Plan(s) during construction period. Limit use of Project site to Work in areas or areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. The site is surrounded by primarily residential uses and public streets. The Contractor must coordinate activities and cooperate with adjacent uses. Contractor must also schedule, coordinate, and perform construction activities to avoid disruption of ongoing operations. Contractor must schedule and perform certain work on weekends and holidays to avoid disruptions. This may include street and utility work.

B. Contractors shall place trailers and materials in designated areas as indicated on Staging and Logistic Plan(s) and in coordination with Construction Manager.

C. Burial of waste materials is not permitted.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Technical Specifications are organized into Divisions and Sections using the CSI/CSC's "MasterFormat" numbering system.

1.10 MISCELLANEOUS PROVISIONS

A. Prior to acceptance as substantially complete, all general construction, all mechanical, electrical, and plumbing systems shall be complete, fully operational, tested as required, inspected by approval authorities, and certified complete.

1.11 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours:

1. Limit work to normal business working hours as determined by Owner. Normal working hours are defined as 7:00 a.m. to 5:00 p.m., Mondays through Fridays. There can be no noise until 7:00 a.m., including but not limited to back-up/reverse alarms and/or idling vehicles/equipment.

2. Additional On-Site Work Hours may be approved in advance by the Owner, Construction Manager, and authorities having jurisdiction.

3. Site lighting must be turned off by 10:00 p.m.

C. Restricted Substances: Use of tobacco products, alcoholic beverages, vape/e-cigarettes, and other controlled substances on Project site is not permitted.

D. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site. Maintain list of approved screened personnel with Owner's representative.

E. Employee Conduct:

1. Controlled Substances: Use of tobacco products, vape/e-cigarettes, alcohol, drugs, firearms and other controlled substances on the District property is not permitted.
2. Obey posted speed limits.
3. No profanity or fighting.
4. Shirts shall be worn at all times.
5. Hard hats, safety glasses and ear protection as required by OSHA shall be utilized.
6. Trash shall be cleaned up daily.

1.12 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
   3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
   4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements of Sections in Division 00, and Division 01 General Requirements: Requirements of Sections in Division 01, apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
   3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 Contractor shall complete all work in the time period specified in the Contract. Contractor(s) shall include all necessary time, and the related cost required including but not limited to; overtime, shift work, weekends, and holidays in order to complete the work as specified within the Contract time.

END OF SECTION 01 10 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Owner Contingency allowances.

C. Related Sections include the following:

1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
2. Division 1 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
3. Divisions 2 through 33 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect/CM of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's/CM's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect/CM from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.

B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 OWNER CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect/CM for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead and profit and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 – EXECUTION

2.1 LIST OF ALLOWANCES

A. Refer to those indicated on the individual bid forms

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Division 1 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

A. Unit price is an amount stated on the bid form by the Contractor as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Refer to those indicated on the individual bid forms

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes 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 the 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.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise 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. Execute accepted alternates under the same conditions as other work of the Contract.

C. 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. Refer to those indicated on the individual bid forms

END OF SECTION 01 23 00

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SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1. Multi Prime Contracts:

General/Site (GC/SC)
Plumbing/Fire Protection (PC/FP)
Mechanical (MC)
Electrical (EC)
Abatement (AC)

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Division 01 Section "Submittals" for requirements for the Prime Contractors.
2. Division 00 Section "Procurement Substitution" for administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within twenty (20) days, when not otherwise specified after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change to the Architect for the Owner’s review.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.

d. Include an updated Prime Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Prime Contractor may initiate a claim by submitting a request for a change to Construction Manager/Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Section 00 "Procurement Substitution" if the proposed change requires substitution of one product or system for product or system specified.
5. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

1.5 ALLOWANCES

A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in the purchase amount only where indicated as part of the allowance.
2. When requested, prepare explanations and documentation to substantiate the margins claimed.
3. Submit substantiation of a change in scope of work claimed in the Change Orders related to unit-cost allowances.
4. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
5. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or the Prime Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. The Owner will reject claims submitted later than 21 days.
    a. Do not include the Prime Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in Contract Documents.
    b. No change to the Prime Contractor's indirect expense is permitted for selection of higher or lower-priced materials or systems of the same scope and nature as originally indicated.

B. Unit Price Adjustment: Refer to Division 01 Section “Unit Prices” for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Construction Manager/Architect will issue a Change Order for signatures of Owner and Prime Contractor on AIA Document G731.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and Prime Contractor disagree on terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Prime Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

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SECTION 01 29 00 - APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Prime Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Schedules: The Prime Contractor's Construction Schedule and Submittal Schedule are specified in Division 01 Section "Submittals."

1.3 SCHEDULE OF VALUES

A. Coordination: Each Prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Prime Contractors' Construction Schedule.

1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Prime Contractor’s Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of allowances.
e. Schedule of alternates.
f. List of products.
g. List of principal suppliers and fabricators.

2. Submit the schedule of values to Construction Manager 48 hours after the requested by the Construction Manager.
3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments; provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name and Phone Number of Construction Manager
c. Name and Phone Number of Architect’s
d. Prime Contractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value.

        1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Unit-Cost Allowances: Provide a separate line item in the schedule of values for Allowances. Show as one line item.

8. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Prime Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: See AIA Document A101 for Application for Payment submittal schedule.

C. Application for Payment Forms: Use AIA Document G732 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Prime Contractor. Incomplete applications without action.

1. Entries shall match data on the schedule of values and Prime Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Submit signed and notarized original copies of each Application for Payment via Procore Invoicing Tool. This shall include waivers of claims and similar attachments when required.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Approved Prime Contractor's Construction Schedule.
5. Schedule of principal products.
6. Schedule of unit prices.
7. Submittal Schedule (preliminary if not final).
8. List of Prime Contractor's staff assignments.
9. List of Prime Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report.
13. Report of preconstruction meeting.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire the Owner's insurance.
17. Initial settlement survey and damage report, if required.
18. Weekly Payroll Certificates for Public Works Projects, 1st submittal to be notarized.

H. Application for Payment at Substantial Completion: Following Issuance of the Certificate of Substantial Completion, Submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall precede or coincide with this application include: Occupancy permits and similar approvals.
    a. Warranties (guarantees) and maintenance agreements.
    b. Test/adjust/balance records.
    c. Maintenance instructions.
    d. Meter readings.
    e. Startup performance reports.
    f. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    g. Final cleaning.
    h. Application for reduction of retainage and consent of surety.
    i. Advice on shifting insurance coverages.
    j. Final progress photographs.
    k. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following: Completion of Project closeout requirements.
1. Completion of items specified for completion after Substantial Completion.

2. Ensure that unsettled claims will be settled.
3. Ensure that incomplete Work is not accepted and will be completed without undue delay.
4. Transmittal of required Project construction records to the Architect and Owner.
5. Certified property survey.
6. Proof that taxes, fees, and similar obligations were paid.
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. Weekly payroll certificates for public works projects, final payment to be notarized.
11. Any other itinerary established by the Architect and/or Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 25 – WEB-BASED PROJECT MANAGEMENT SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section contains general information that applies to all work performed under the Contract Documents.

B. Prime Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.

C. Use of this project management software will not change any contractual responsibilities of the construction team members.

D. Related Sections include the following:

1. Division 01 Section 013300 “Submittal Procedures”.
2. Division 01 Section 012900 “Application for Payment”.

1.3 DEFINITIONS

A. System: A real time Web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.

B. Users: Participants of this project will be invited to Procore and will each create their own password to access the system to view/upload/download data. Owner, Construction Manager, Architect, Engineers and the Prime Contractors are all Users. Other Users may be added as necessary.

C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.

1.4 USE OF SYSTEM

A. The use of the Construction Manager’s Web-based system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.

B. The use of the system will be mandatory by the Prime Contractors to send, retrieve, and respond to data.

C. Where written notification is required by the Contract Documents, an unofficial notification may be sent via the Web-based project management system, but the notification will not be considered received and the timelines will not commence until a paper copy with written signature is received as described in the Conditions of the Contract.

D. Electronic drawings for the project on Procore will be managed by the CM and available for discussion and information in the field office.

1.5 QUALITY ASSURANCE

A. One (1) two-hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Prime Contractor's organization is mandatory. Each Prime Contractor may enroll up to four (4) additional attendees. All attendees must have a working knowledge of computers and Windows Explorer.

B. Technical assistance will be provided by telephone for all licensed Users throughout the life of the project by the Construction Manager. A total of two (2) hours per contractor will be provided free of charge dispensed in 15-minute intervals.

1.6 SUBMITTALS

A. Submit to the Construction Manager, within 10 days following the Intent to Award, in an electronic template furnished by the Construction Manager, the following:

1. Name of organization.
2. Names, mailing addresses, electronic addresses, telephone numbers, and fax numbers of its Users and Contacts, up to a maximum of two (2) users.
3. Designation of each User into a communication category.

1.7 SOFTWARE AND HARDWARE REQUIREMENTS

A. Each User shall provide and maintain a compatible workstation. Workstation shall have a 32-bit operating system (Windows 7 higher), a high-speed internet browser and a high-speed cable Internet access, high speed DSL or T1 line, and Adobe Acrobat or similar.

B. In addition to any other locations he may select, the General Contractor is required to provide, at the project site, high speed internet connection for his use and a 128K ISDN line for the Architect's and Construction Manager's use during work hours in the Construction Manager's construction trailer. Cost for these items shall be borne by the General Contractor.

PART 2 - PRODUCTS

2.1 GENERAL DESCRIPTION

A. The Web-based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected, backed up daily, and archived. The electronic platform allows information to be transmitted across the Internet reducing printing and postage costs and the time associated with such activities.

B. The system contains a directory of the project participants.

C. The system includes templates, with the User's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.

D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.

E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.

F. The system can be personalized by each User to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.

G. The system is the product of ***Procore*** (procore.com).

H. The Construction Manager will administer the Procore user account for this Project.

2.2 DOCUMENTS CREATED INSIDE THE SYSTEM

A. The following documents shall be created on templates inside the system.

1. Submittal Log: The Construction Manager will maintain submittal log after it is initialized.
2. Meeting Agenda & Minutes: ("Action Items" may also be tracked by the system).
3. RFI (Requests for Information)
4. RFP (Requests for Proposal)
5. ASI (Architect's Supplemental Instructions)
6. CCD (Construction Change Directives)
7. Daily reports.
8. Project Record Documents.
9. Construction Manager will use it for Daily Report Software.

B. The following documents may, at each Users option, be created on the system.

1. Messages:
2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
3. Reports generated from information on the system.
4. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.
5. Threaded discussions can be created on the system.

C. The Construction Manager will configure the system so all of the above documents are date/time stamped, project specific, and the author(s) identified.

2.3 DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

A. The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned, faxed, or electronically attached to the transmittal.

1. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, all will be submitted and distributed by the system. The Architect will return all submissions through the system electronically. Contractor(s) may distribute submittals (after Architect's action) electronically, or elect to print paper copies for distribution, or both. **Contractor must keep relevant copies for O&M manuals to be furnished at end of project.**
2. Photographs: Digital photographs, digital video, and scanned film images can be loaded onto the system and shared.
3. Field Notes, pencil sketches, manifests, and similar paper-based data may be scanned or faxed into the data base.
4. AIA documents used on the project may be signed electronically except for the following documents where the record copy requires a "wet" signature on paper.

    a. Schedule of Values/ Payment Applications: (The "pencil" review of these documents will occur inside the system).
    b. Change Orders: (The "pencil" review of these documents can occur inside the system.)
    c. Construction Manager, with acceptance of Owner, may also implement a DocuSign process to expedite all approvals and signatures for Project documents.

5. Schedules: The schedule document(s) will be available for review on the system.

6. Correspondence or Data created in other software may be uploaded to the system electronically.

2.4 DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

A. Product samples, color samples, and those documents listed above requiring a “wet” signature will be distributed outside the system; however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.

B. Color selections will not be made from Web-based management system a color sample is required for color selections.

2.5 ADMINISTRATION OF THE SYSTEM

A. Construction Manager shall regularly review the use of the system and provide direction to correct or increase the ability of the team to collaborate. Users must comply with Construction Manager’s direction. If Construction Manager’s direction is not followed, the Owner will have the right to increase contract retainage until corrections are made.

B. Upkeep of System: The provider of the software platform has been making continuous improvements to its functionality and processing features. These improvements are expected to continue for the life of this project and Users will be required to stay current by means of the information provided on the web site.

C. Storage and Archiving of Data:

1. Users do not have the ability to delete any data in the system.
2. Data is stored, simultaneously in multiple, secure, remote locations.
3. Following final completion of the project, an electronic copy of the User’s data will be made available in a format not dependent on accessing the web site.

D. Username and password are to be used only by the person licensed by the Construction Manager. Any person who does not comply with requirements is subject to a fee equal to the damages that Construction Manager determines is appropriate. Such damages will be deducted from payment application.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 25

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. The Work under the Contract Documents shall be planned, scheduled, executed, reported, and accomplished using the cost and resource loaded “Critical Path Method” schedule, in calendar days (excluding Saturdays, Sundays, and legal holidays). The provisions of the General Requirements, Division 01, and the directions of the Project Coordinator (General Contractor) are to be followed by the Contractor in scheduling and coordinating construction activities. The scheduling Services of the Project Coordinator are part of its contract with the Owner, but nothing herein relieves the obligations of each Contractor to schedule their own construction activities, and nothing herein alters the obligation of each Contractor to resolve all supervision, coordination, and scheduling issues between and among the Sub-Contractors. In addition, the requirements for subordinate coordination responsibilities and scheduling per the Division 01 General Requirements must be followed by all contractors.

B. General Scheduling Requirements: Any of the scheduling requirements including, but not limited to, the format, content, and complexity can be waived or modified by the sole discretion of the Construction Manager and Owner only. Any modification or waiver by the Construction Manager shall not be grounds for any claim by Contractor against Owner, Construction Manager, or Architect. Project Coordinator (General Contractor) shall submit preliminary and final construction schedule and all schedule updates in electronic format with no restrictions for viewing and analyzing using the same software with which the schedule was created. Electronic format shall be submitted to the Construction Manager and to any Contractor that Construction Manager may direct.

C. The General Contractor is designated as the Project Coordinator for this Project unless noted otherwise. The Project Coordinator and other Prime Contractors are responsible for coordination of the Work. The Project Coordinator is responsible for making all coordination decisions not mutually agreed to by all affected Prime Contractors. Disputes between or among the Project Coordinator and one or more other Prime Contractors and disputes in connection with the construction schedule, the furnishing of additional resources to meet the project schedule, job coordination, and all aspects of the means and methods of construction shall be submitted promptly to the Project Coordinator for a final construction decision. The Project Coordinator and the affected Prime Contractor or Contractors shall, in connection with all submissions for a final construction decision, provide actual written notice contemporaneously to the Construction Manager. The final construction decision of the Project Coordinator must, at all times, be consistent with content and intent of the Contract Documents and the latest accepted schedule. Should the Owner or Construction Manager determine that, in its sole judgment, substantial interests have been placed at risk by the final construction decision of the Project Coordinator, then the Owner or Construction Manager reserves the right to overrule the final construction decision of the Project Coordinator. The exercise of discretion by the Owner or Construction Manager in this regard shall be unchallengeable, subject only to a determination that the decision constituted an abuse of discretion. In all other instances, the final construction decision of the Project Coordinator will be observed, accepted, and fully followed by all Prime Contractors and their Subcontractors on the project, subject only to the commencement of any litigation between the Prime Contractors. The progress of the Work in accordance with the final construction decision of the Project Coordinator shall not be delayed pending litigation between the Prime Contractors. The damage remedy provided in favor of the Project Coordinator or other Prime Contractor shall be exclusive remedy for disputes between the contractors. The contractors, including the Project Coordinator, shall have no right of action against the Owner, Architect, or Construction Manager in connection with such disputes.

D. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

E. Related Sections include the following:

1. Division 01 Section 011250 "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.
2. Division 01 Section 012900 "Application for Payment" for submitting the Schedule of Values.
3. Division 01 Section 013100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
4. Division 01 Section 013300 “Submittal Procedures” for submitting schedules and reports.
5. Division 01 Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.
6. Division 01 Section 017700 "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources and include shop drawing preparation, work activities, equipment testing, and training and any other actions required for the prosecution of the work.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.
3. Successor activity is an activity that follows another activity in the network.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains the lowest float valve.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner and shall only be assigned with Owner’s representative approval.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, a separate building, or a similar significant construction element.

I. Milestone: A key or critical point in time for reference or measurement.

J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names, and addresses of architects and owners, and other information specified.

B. Submittals Schedule: Submit seven copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's and all consultants and agencies final release or approval.

C. Preliminary Construction Schedule: Submit seven (7) opaque copies and one (1) electronic copy.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities. The electronic copy is to be provided with no restrictions for viewing and analyzing using the same software with which the schedule was created.

D. Preliminary Construction Schedule Network Diagram: Submit seven (7) opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.

E. Final Construction Schedule: Submit seven (7) printed copies of the initial schedule large enough to show entire schedule for entire construction period. Provide electronic copy if requested.

1. Submit an electronic copy of schedule electronically and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label. The electronic copy is to be provided with no restrictions for viewing and analyzing using the same software with which the schedule was created.

F. Final Construction Schedule Reports: Submit three (3) copies of each of the following computer-generated reports with the Final Construction Schedule. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by Project Phase, Project Area, Prime Contractor, and then early start date. Provide a duration, cost, and total float value for each activity.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

G. Daily Construction Reports: Submit electronic copies at weekly intervals.

H. Material Location Reports: Submit electronic copies at weekly intervals.

I. Field Condition Reports: Submit electronic copies at time of discovery of differing conditions.

J. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

A. Scheduler's Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Construction Manager's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section 013100 "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary schedule. Include submittals required during the first 90 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead-time for manufacture or fabrication.

    a. Show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in Council Rock School District's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early or late completion date, unless specifically authorized by Change Order.

C. Each activity on the network shall have indicated for it the following:

1. A single duration, no longer than 20 days (i.e., the single best estimate of the expected elapsed time considering the scope of work involved in the activity) expressed in working days. Normal holidays and weather delays shall be included. One critical path shall be shown for the schedule.
2. An activity identification number will be assigned to each activity. The identification number will be in a format acceptable to Project Coordinator.
3. A brief description of the activity will be included. If this description is not definitive, a separate listing of each activity and a descriptive narrative may be required.
4. Each activity shall be cost loaded to indicate the total estimated budget of the activity. No activity budget shall exceed $50,000. Material and/or equipment costs to be paid as stored material shall be listed separately. In addition, activities shall be cost-loaded as requested by Owner's representative for payment purposes.
5. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 40 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
6. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect and Owner's administrative procedures necessary for certification of Substantial Completion.
8. Each activity (except for procurement activities) shall be man-hour loaded with the estimated man-hours to be expended on each activity.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include separate activities for each contract.
3. Work by Owner: Include separate activities for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product.
5. Owner-Furnished Products: Include a separate activity for each product.
6. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Seasonal variations.
    g. Environmental control.

7. Area Separations: Identify each major area of construction for each Phase of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following phase completion and contract milestone dates listed in the contract documents:
    a. Sitework completion.
    b. Foundation completion.
    c. Structural completion.

d. Permanent space enclosure.
e. Ground Floor.
f. First Floor.
g. Second Floor.
h. Roof.
i. Completion of plumbing/fire protection installation.
j. Completion of mechanical installation.
k. Completion of electrical installation.
l. Substantial Completion.

E. Milestones and Phases: Include milestones and phases indicated in the Contract Documents in schedule including, but not limited to, the Notice to Proceed, Individual Phase Completion(s), Substantial Completion, Final Completion, and the following interim milestones:

1. All project milestones and phases listed in the Contract Documents.

F. Cost Correlations for Progress Payments: Provide cost loading of Preliminary and Final schedule as follows:

1. Each activity on the construction schedule shall be allocated a dollar value in accordance with 2.2.C.4, above. Each activity's assigned cost shall consist of labor, equipment, and materials costs, and a pro rata contribution of overhead and profit. The sum of activities costs shall be equal to the total Contract Price. In submitting cost data Contractor certifies that the costs are not unbalanced and that the value assigned to each activity represents Contractor's estimate of the actual costs of performing that activity.
2. The accepted schedule of values shall represent a fair, reasonable, and equitable dollar cost allocation for each activity on Contractor's construction schedule.
3. If it is determined that the cost data does not meet the requirements for a balanced bid breakdown in the opinion of Owner’s representative, Contractor will present documentation substantiating the cost allocation. Cost allocations shall be considered unbalanced if an activity on the construction schedule has been assigned a disproportionate allocation of direct costs, overhead and profit.

G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

H. Computer Software: Prepare schedules using one of the following programs.

1. Primavera P6
2. Microsoft Project
3. Outbuild
4. Procore

2.3 PRELIMINARY CPM CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within thirty (30) calendar days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Provide construction activities for first 90 days of construction. Include costs for each activity.

2.4 FINAL CPM CONSTRUCTION SCHEDULE

A. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than forty-five (45) calendar days after date established for the Notice to Proceed.

a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including each contractor's personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a network diagram to identify the critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Within each Phase, include activities and durations for following activities:

a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing and commissioning.

2. Critical Path Activities: Identify critical path activities, including those for any interim Phase completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

C. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediately preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Dollar value of activity (coordinated with the Schedule of Values).

D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports and electronic copies on a monthly basis showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.5 FIELD REPORTS

A. Daily Construction Reports: Each contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. An account of work performed on the project.
10. Stoppages, delays, shortages, and unusual events.
11. Meter readings and similar recordings.
12. Site visits or inspections by authorities having jurisdiction.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction or Work Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit a request for information to Architect with copy to Construction Manager on CSI Form 13.2A or other form approved by Architect. Include detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare, and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 FIELD REPORTS

A. Contractor is to submit Daily Construction Reports on a daily basis to the Owner’s Representative. Failures to maintain timely or complete reports may result in partial withholding of monthly payment applications.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Requirements for the General Contractor as the Project Coordinator. As Project Coordinator, the Contractor for General Construction shall:

1. Engage a scheduling consultant to perform, for and on behalf of the Contractor, the Contractor's duties, and responsibilities as Project Coordinator, including those specifically set forth below. The scheduling consultant shall have a minimum of five (5) years prior experience in the design, preparation, publication, and revision of PCM network schedules, including scheduling experience on multiple prime contracts, multiple phase construction projects. The Contractor shall submit the name, credentials, and experience of its proposed scheduling consultant to the Owner, Architect, and Construction Manager for approval within five (5) days of being awarded the Contract. The Contractor; (a) shall not terminate the engagement of any approved scheduling consultant without at least thirty (30) days prior written notice to the Owner, Architect, and Construction Manager, and then only after submission and approval of a replacement scheduling consultant in accordance with the provisions of this paragraph; and (b) shall not engage any scheduling consultant as to whom the Owner, Architect, and Construction Manager, at any time, make reasonable objection and shall promptly replace such scheduling consultant with another approved in accordance with the provisions of this paragraph.
2. If the Contractor demonstrates to the satisfaction of the Construction Manager that it employs a person with experience and qualifications in the design, preparation, publication, and revision of CPM network schedules, then, upon receipt of written approval from the Owner, the Contractor may assign such employee as the scheduling consultant described herein;
3. Attend and chair meetings at least every two weeks during construction with all separate contractors, the Owner, the Architect, and Construction Manager to review progress and to plan and coordinate the activities of each separate contractor with the Work of the Contractor and of the Owner;
4. Advise the owner, Architect, and Construction Manager of delays or potential delays.
5. Formulate and recommend to the Owner, Architect, and Construction Manager plans, including a revised Project construction schedule, to prevent, minimize, or recover from delays or potential delays.
6. Make recommendations to the Owner, Architect, and Construction Manager concerning whether requests for extensions of time should be granted and the effect such extensions would have on the Project construction schedule.
7. Revise the Project construction schedule to reflect extensions of time granted by the Owner.
8. Resolve objections made by other contractors and make adjustments to the schedule that are mutually agreeable to all prime contractors and the Owner.
9. Prepare monthly schedule updates comparing the actual progress of all Work with the scheduled progress.

B. Scheduling requirements for all Contractors other than the Project Coordinator (General Contractor). All Contractors shall:

1. Within fourteen (14) days after the Notice to Proceed for Construction, prepare and submit to the Project Coordinator and Construction Manager a preliminary construction schedule in a form compatible with the requirements herein. Such construction schedule shall include the Work of the Contractor, show by appropriate notation whenever the commencement, progress, or completion of an activity depends upon the commencement, progress, or completion of another activity (including activities of separate contractors) and show the timely and orderly completion of all Work in accordance with the requirements of the Contract Documents, including such interim "milestone" dates as are identified therein. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, the Architect, Construction Manager, and the Project Coordinator and resubmitted for acceptance and incorporation into the project construction schedule prepared by the project coordinator.
2. Within thirty (30) days of the Notice to Proceed prepare and submit to the Project Coordinator and Construction Manager a final construction schedule in a form compatible with the requirements herein for the project Coordinator's use in submitting the final Construction Schedule.
3. Shall cooperate and participate with the Project Coordinator and the other contractors in connection with all the activities described in this section.
4. Shall notify the Project Coordinator, the Owner, and the Construction Manager in writing if the Contractor objects to the Project construction schedule, or any revision thereto, stating its objection and the reasons therefor within two (2) days after the Contractor's receipt of the Project Construction schedule or any updates or revisions to which objection is made. In the absence of such timely notice, any such objection shall be deemed waived and released and the Contractor shall comply with the Project construction schedule or revision thereto. If a timely objection is made, the Contractor and the Project Coordinator shall agree to a resolution of the objection within ten (10) days. In the absence of such agreement, the Owner may, in addition to any other rights and

remedies under the Contract Documents, appoint the Construction Manager or an independent scheduling consultant to resolve the objection, whose decision shall be final and binding upon the Contractor and the Project Coordinator. All cost and expense incurred by the Owner to resolve such objection shall be charged to and borne in equal shares by the Contractor, the Project Coordinator, and their respective Sureties.

5. Shall not be entitled to claim any damages against the Owner, nor any adjustment in the Contract Time or the Contract Sum in connection with the Project construction schedule, any revision thereto, or any resolution of an objection to either the Project construction schedule or a revision thereto; and
6. Acknowledges and agrees that the Owner has no duty or responsibility toward the Contractor to cause the Project Coordinator to perform or to competently perform its duties and that the Contractor's sole claim in the event of any failure of the Project Coordinator to perform or to competently perform its duties shall be against the Project Coordinator.
7. Should any Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Completion Date or the Contract Time, Contractor shall give timely and reasonable written notice of this fact to the other Contractors, Project Coordinator and Construction Manager. Project Coordinator shall have the discretion to agree to or reject such early completion plan by Contractor, subject to the rights of Contractor to litigation between prime contractors. The Project Coordinator shall have no duty or obligation to agree to or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by Project Coordinator of said plan. Earlier completion of any portion of the work shall be promoted wherever feasible and all Contractors must cooperate and accelerate towards earlier completion of any portion of the work unless such work affects the quality of work as determined by the Construction Manager. All Contractors shall cooperate and accelerate work as determined by Project Coordinator unless quality of work is affected as determined by the Construction Manager. No claims for acceleration to complete early or to meet project schedule will be considered.

C. Contractor's Construction Schedule Updating: At monthly intervals or as requested by Owner's representative, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting. Provide an electronic copy of each monthly schedule update. Provide an indication of the total project float in the schedule on a monthly basis.
2. Include a report with updated schedule that indicates every change including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.
4. Items not ordered by the contractor in a timely manner for incorporation into the Work will not be considered for claims by the Contractor for additional time or costs.

D. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractors with a need-to-know schedule responsibility. Provide an electronic copy to the Construction Manager and distribute to other contractors at the direction of the Construction Manager.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

E. The Critical Path Method type construction schedule will be used to monitor job progress and as a means to make monthly payments to Contractors. Contractor will be responsible for providing all information concerning the sequencing, logic and durations of all activities as well as providing the initial logic network diagram. Once the schedule is accepted, Contractor will be responsible for providing monthly update information on logic, percent complete, actual start and finish dates, and duration changes. Contractor will <u>not</u> be required to produce the computerized printout of the schedule updates. This will be performed by Project Coordinator using information provided by Contractors. Copies of the updated schedule are to be distributed at the progress meetings by the Project Coordinator.

F. From each Contractor's initial schedule submittal and from information received at the monthly schedule update meetings, computerized and dated tabular schedule reports, or updated network diagrams, or bar charts will be produced by Project Coordinator which will be reviewed by each Contractor for accuracy and integrity. It shall at all times remain each Contractor's responsibility to schedule and direct his forces in a manner that will allow for the completion of the work within the contractual period.

G. It should be clearly understood that the initial schedule and all update information must be provided by each Contractor and that this information is a representation of the best efforts of each Contractor and his subcontractors as to how they envision the work to be accomplished. Similarly, all progress information to be provided by and through each Contractor must be an accurate representation of his or his subcontractor or supplier's actual performance. The schedule shall at all times remain an accurate reflection of each Contractor's actual or projected sequencing of work. Once accepted, adherence to the established CPM schedule shall be obligatory upon each Contractor and his subcontractors for the work under this Contract. Owner may require each Contractor to revise the schedule if, in his judgment, the schedule does not accurately reflect the actual execution of the work, or is in violation of any provision of this CPM scheduling specification, and each Contractor shall revise the schedule as often as is necessary during the course of performance of the work without additional cost to Owner.

H. The work shall be started on the date indicated in the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other Contractors or to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such forces, material, and equipment, as to assure completion of the work in the time established by the Contract. Additionally, each Contractor shall, at all times, schedule and direct his work so that it provides an orderly progression of the work to completion within the specified Contract Time.

I. Each Contractor agrees that whenever it becomes apparent from the current monthly CPM Schedule update that delays to the critical path have resulted and these delays are through no fault of Owner or Owner's representatives, and hence, that the Contract completion date will not be met, or when so directed by Owner's representative or Project Coordinator he will take some or all of the following actions at no additional cost to Owner.

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
2. Increase the number of working hours per shift; shifts per working day, or days per week; the amount of construction equipment; etc., or any combination of the foregoing to substantially eliminate the backlog of work.
3. Schedule activities to achieve maximum practical concurrence of accomplishment of activities and comply with the revised schedule.
4. Contractor shall submit for reviewing a written statement of the steps he intends to take to remove or arrest the delay to the schedule. If Contractor fails to submit a written statement of the steps he intends to take or fails to take such steps as required by the Contract, Owner may direct the level of effort in manpower (trades), equipment, and work schedule (overtime) to remove or arrest the delay to the critical path in the accepted schedule, and Contractor shall promptly provide such level of effort at no additional cost to Owner. In addition, should schedule delays persist, Contractor's surety will be asked to attend meetings to update the schedule.

J. In the event the Owner determines that the performance of the Work, the work of separate contractors or of the Owner has not progressed or reached the level of completion required by the Contract Documents, or the Project construction schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; (3) engaging a scheduling consultant to make recommendations concerning the corrective measures to be taken, with the cost and expense of such engagement to be borne by the Contractor, the separate contractors and their respective Sureties in such proportions as the Architect and Construction Manager may, in their sole discretion, determine to be just; and (4) other similar measures. Such measures shall continue until the progress of construction complies with the required level of completion. The Owner's right to require such measures shall not impose upon the Owner any duty or obligation to the Contractor, its Surety, or any other party. Except as specifically provided in this paragraph, the Contractor shall not be entitled to an adjustment in the Contract Time or the Contract Sum in connection with such measures required by the Owner. If the Contractor (its agents, subcontractors, suppliers, or vendors) has not caused or contributed to the failure of construction to progress or reach the required level of completion, then the Contractor shall be entitled to a

Change order for an amount not to exceed the reasonable additional labor cost of any overtime or shift work directed by the Owner under this paragraph. If the Contractor (its agents, subcontractors, suppliers, or vendors) has caused or contributed to the failure of construction to progress or reach the required level of completion, then the Contractor and its Surety shall be liable to the Owner for any and all costs and expenses incurred by the Owner due to any measures directed by the Owner under this paragraph, including the cost of any overtime or shift work performed by the Owner or by separate contractors. The Owner may exercise the rights furnished to the Owner under this paragraph as frequently as the Owner deems necessary to ensure that the progress of construction will comply with the required level of completion. If the Contractor fails to perform its duties as the Project Coordinator adequately or to the Owner's satisfaction, the Owner may, in addition to its other rights and remedies, appoint a substitute Project Coordinator who shall act in the place and with the authority of the original Project Coordinator. In that event, the Owner may, in its sole discretion, choose one of the separate contractors or an independent consultant as the substitute Project Coordinator. The cost and expense incurred by the Owner to engage such substitute Project Coordinator shall be charged to and borne by the Contractor and its Surety.

K. The Contractor's failure to cooperate and participate with the Owner, the Architect, the Construction Manager, and separate contractors in the development and review of construction schedules and updates as provided in this section shall be a material breach of its obligations, entitling the Owner to exercise all rights and remedies under the Contract Documents and applicable law. In no event shall any revision to any construction schedule constitute the basis for an adjustment in the Contract Time or the Contract Sum unless such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

L. The Project Schedule is to be used by the Contractors as a guide and all contractors and sub-contractors shall be responsible to perform work to ensure that the Project is completed by the Project Contract completion date(s) and all milestone dates established in the Contract Drawings are met. Any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered. The Contractor and all Sub-contractors who feel extra time, in any form such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade should include these costs in their bids. All Contractors must recognize that although their work might not require shift, overtime, or premium timework for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete within the time frame. Contractors must allow for these overtime requirements and include the costs necessary to allow the other Contractors to complete within the specified time. Failure to recognize the extra costs in his bid shall not relieve the Contractor from utilizing shift, overtime, or premium time work in performance of his Contract; all costs associated with meeting the time frames indicated in the construction schedules shall be included in the Contract Price. Construction Manager, Architect, and Owner reserve the right to withhold processing of any monthly payment applications from any contractor if schedule compliance is not being strictly adhered to. Such payment may be withheld until the Contractor makes corrective action to comply with project schedule.

M. Contractor Approval and Certification. Approval by Contractor of the preliminary CPM Construction Schedule, the final CPM schedule, and schedule updates shall be evidence of the Contractor's agreement that the proposed schedule or schedule revision to the Construction Schedule is a true and accurate representation of his plan to complete the Work, including all Change Orders that are in Contractor's possession as of the foregoing date, that the schedule or schedule revision fully complies with the requirements of the Contract Documents, that he shall prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents, and that he has met and coordinated with and obtained the acceptance or approval of said schedule revision by all other parties that are affected thereby.

3.3 NETWORK REQUIREMENTS

A. The CPM Schedule shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by Contractor. The basic concept of the network analysis diagram is to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of succeeding activities. A time scaled precedence format will be followed. The detailed network diagram will be time scaled showing a continuous flow from left to right.

B. The CPM schedule shall include a weather calendar that contains non-working days in addition to weekend and holidays to account for anticipated inclement weather days beyond those normally anticipated for the project area.

C. Failure to include in the CPM schedule any element of Work required under the performance of this Contract shall not excuse Contractor from completing all Work required within the applicable completion time, notwithstanding Owner's network review.

D. A CPM schedule which shows a completion of any portion of the Work prior to the contractual completion date may be accepted but in no event shall be acceptable as a basis for a claim for delay or cost reimbursement against Owner or its representatives by Contractor. The period of time between the Contractor's baseline accepted CPM schedules projected completion dates and the contractual stipulated completion dates, if any, will be treated as Project Float. The Owner's right to utilize Project Float is as provided in paragraph 3.8.

E. If a review of the submitted CPM Schedule indicates a work plan which will not complete the work within the time requirements stated in the Contract, it shall be the responsibility of Contractor to revise the CPM Schedule as required and resubmit it until it is acceptable. Failure by Contractor to submit an acceptable schedule may, at Owner's sole discretion, justify the withholding of any partial payment(s) otherwise due under the Contract.

F. Acceptance of the schedule shall not constitute a representation by Owner that the work can be completed as shown on the schedule.

G. The schedules prepared by the Contractor and by the Project Coordinator, if any, under this Article shall be in the form of a CPM arrow network diagram, preferably organized by IJ nodes" and shall include: (1) a shop drawing and submittal schedule noting the relevant submittal, approval, order, fabrication, and delivery durations; (2) integration of the shop drawing and submittal schedule with the installation activity logic in order to determine the effect of delivery on installation of any items of work; (3) the planned progressions of construction work showing the activities and duration of the work of each contract phase and clearly noting any interim milestone dates; (4) the appropriate restraints in order to clearly identify the interrelationships of work and crew and trade flow; (5) logic (CPM arrow network) diagrams summarized into a summary bar chart format that is capable of displaying current progress of all Work; (6) a computerized mathematical analysis of the CPM logic with each monthly schedule responsibility, activity duration, early (target) start date, early (target) finish date, late start date, late finish date, work tasks critical to completion within the Contract Time and any interim milestone dates; and (7) crew sizes and planned labor hours for each activity shown on the schedule. The Contractor shall deliver to the Owner, upon Construction Manager's request and in the format requested by the Construction Manager, copies of all electronic files (including all schedule logic, restraints, and all other electronic data and information used to create and maintain the schedule that the Owner may request) that comprise or relate to such schedules, including the original project schedule, all schedule updates, any recovery schedules, and any schedule revisions.

H. The Project Schedule shall be submitted by the Contractor for all work. All schedule and work items must be in conformance with the project schedule requirements listed in the project manual including any phasing or other milestones provided. The Project Coordinator shall incorporate all contractors' items of work and issue project schedule. Upon written approval of the schedule by the Contractor and Construction Manager and review by the Architect, it shall with respect to time, become the essence of the Contract and the Contractor who does not comply may be held in violation of Article 8, of the General Conditions, "Delays and Extension of Time". The project schedule may be changed or revised only with the written consent of the Construction Manager, Owner, and Architect. If the Contractor does not comply with all the scheduling requirements of the Contract and timelines, the Owner reserves the right to deduct $800.00 from the Contract amount for each day that Contractor does not comply and Owner may also proceed with enforcing other requirements of the Contract including Article 2.5 of the General Conditions of the Agreement. No payment applications will be processed without an approved project schedule accepted by all contractors.

I. Any preparation, review, enforcement, and updating of the project schedule do not make Owner, Construction Manager, or Architect liable to Contractor for time, cost overruns, or schedule changes which are required to maintain project contract completion date and all milestone dates established in the Project Manual.

J. Contractor is responsible for determining the sequence and logic of activities, the time estimates of the detailed construction activities, and the means, methods, techniques, and procedures to be employed with regard to his portion of the Work. The Construction Schedule shall represent Contractor's best judgment of how he shall prosecute the Work in compliance with the requirements of the Contract Documents. Contractor shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated, and revised as Project conditions and the Contract Documents may require, and as may be directed by Project Coordinator.

K. Contractor shall consult with his major Subcontractors relating to the preparation of his construction plan and Construction Schedule. Major Subcontractors shall receive copies of those portions of Contractor's Construction Schedule that relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When Contractor submits his Construction Schedule to the Project Coordinator or makes any proposed updates or revisions to such Schedule, it shall be concluded by Construction Manager, Owner, and Project Coordinator that Contractor has consulted with and has the concurrence of his major Subcontractors. Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the Construction Schedule for their portions of the Work.

L. The Completion and Milestone Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of others. Completion and Milestone Dates are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by the Contractor. Completion and Milestone Dates represent the latest allowable completion time for those portions of the Work to which each Date relates. The Dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with work performed by the Contractors or others. The Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling, and coordinating the Work in order to complete in accordance with those requirements.

3.4 SCHEDULE UPDATES

A. A monthly Schedule Update Meeting will be held one (1) week prior to the progress meeting at the construction site to review and update the CPM Schedule. Project Coordinator and Contractor will attend the Schedule Update Meeting. Actual progress of the previous month will be recorded, and scheduling of future work activities will be reviewed. The duration of activities and their logical connections may be revised as needed. Decisions made at these meetings and agreed to by all parties are binding with the exception that no contractual completion dates will be modified without formal written requests and acceptance as specified herein. Contractor must provide the following information for each update at a minimum:

1. Actual start and finish dates for all completed activities.
2. Actual start dates for all started but incomplete activities and estimated remaining durations.

B. Provide a Monthly Progress Status Report, which provides a narrative explanation of progress identified in the revised construction schedule. An electronic copy of each monthly schedule update is to be provided to the Construction Manager at the end of each month. The electronic copy is to be provided with no restrictions for viewing and analyzing using the same software with which the schedule was created. The monthly status report shall indicate the following items:

1. Summarize revisions made to the Construction Schedule since the previous submittal. Identify each task that has changed, what the change is, and the reason for the change.
2. Work completed during the reporting period.
3. A printed copy of the entire project schedule including the updated early and late dates, activity durations, predecessors and successors and a list of any logic and duration changes executed during the update period.
4. Work anticipated to be started during the next period, including those activities already in progress.
5. Problem areas, anticipated delays, and their impact on the schedule.
6. Corrective action recommended and its effect.
7. The effect of changes on schedules of other prime Contractors.
8. Updated Tabulation of Contract Time and a printed copy of the project critical path.
9. An evaluation of the overall status of the schedule for the job.

C. Application for Payment: Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that Contractor shall not be entitled to any progress payment under the Contract Documents until Contractor has fully complied with the requirements of this Section.

D. Review by the Construction Manager and Owner of Contractor's Construction Schedule, or any revisions or updates thereto, are advisory only and shall not relieve Contractor of the responsibility for accomplishing each portion of the Work within each and every applicable Completion Date. Omissions and errors in the approved

or accepted Construction Schedule, or any revisions or updates, shall not excuse performance which is not in compliance with the Contract Documents. Review by the Construction Manager does not make Owner, Architect, or Construction Manager liable to Contractor for time or cost overruns flowing from such omissions or errors.

3.5 RECOVERY SCHEDULES

A. Should the updated Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of Construction Manager that any Contractor is ten (10) or more days behind schedule for any Completion Date, Contractor shall within seven (7) days after notice by Construction Manager, prepare a recovery schedule at no cost to Owner explaining and displaying how Contractor intends to reschedule his Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period. Contractor shall also coordinate schedule changes for implementation by General Contractor in overall schedule.

1. If Contractor believes that all of the time can be recovered during the subsequent pay period, Contractor shall be permitted to prepare a recovery schedule as set forth below. However, if Contractor believes it shall take more than thirty (30) days to recover all of the lost time, he shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements of a schedule revision as set forth.
2. Contractor shall prepare and submit to the Construction Manager a limited duration recovery schedule, incorporating best available information from Subcontractors and others which shall permit return to Construction Schedule at the earliest possible time. Contractor shall prepare a recovery schedule to the same level of detail as the Construction Schedule for a maximum duration of one month. The recovery schedule shall be prepared in coordination with other Prime Contractors.
3. Within two (2) days after submission by the Contractor or by any Prime Contractor of a recovery schedule to Project Coordinator, Contractor shall participate in a conference with the Project Coordinator and Construction Manager to review and evaluate the recovery schedule. Within two (2) days of the conference, Contractor shall submit the revisions necessitated by the review for Project Coordinator's and Construction Manager’s review and acceptance. Contractor shall use the accepted recovery schedule as his plan for returning to the Construction Schedule.
4. Each Contractor shall confer continuously with the Project Coordinator to assess the effectiveness of the recovery schedule. As a result of this conference:

    a. If Construction Manager determines Contractor is still behind schedule, Project Coordinator shall direct Contractor to prepare a schedule revision with the assistance of the Project Coordinator and comply with all of the requirements of a schedule revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of Owner and Project Coordinator as provided elsewhere in the Contract Documents; or
    b. If Project Coordinator determines Contractor has successfully complied with provisions of the recovery schedule, Project Coordinator shall direct Contractor to return to the use of the accepted Construction Schedule.

5. Nothing herein alters the obligation of Project Coordinator to resolve coordination and scheduling issues in dispute between and among Contractor and other Prime Contractors.

3.6 CAUSES FOR EXTENSIONS OF TIME

A. The Contract Times will be adjusted only for causes specified in this Contract. In the event any Contractor requests an extension of Contract Time, he shall furnish justification and supporting evidence per requests specified elsewhere in these Contract Documents. Each Contractor acknowledges and agrees that actual delays in activities, which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network, do not have any effect on the Contract Time, and therefore will not be the basis for a change in Contract Time.

B. Contract Time extensions for weather delays will be based only on the following criteria:

1. General Requirements: Even though a cause of delay meets any, or all, of the conditions stated herein, it shall in all cases be presumed that no extension, or further extension, of time is due unless Contractor shall demonstrate that the delay is justified and had an impact to the critical path of the updated CPM schedule for the delay period. To this end, Contractor shall maintain adequate records supporting any claim for an extension of time and shall submit such records, including a revised CPM schedule showing the impact of the delay, with the claim. Claims due to weather shall be submitted on a monthly basis and within five days after the end of the previous month of such delay.
2. The Owner will determine Contractor's entitlement to an extension of the Contract Time. Daily records, maintained by the Construction Manager, shall be the official source for weather data related to precipitation and temperature. A time extension of no more than one day will be granted for one day of lost work, regardless of the number of allowable reasons for lost time. The period of any extension of time shall be only for the portion of the contract actually delayed due to the abnormal weather conditions. Any extension of Contract Time allowed shall be considered non-compensable and have no impact on Contract Price.
3. Temperatures above or below the statistical mean are not considered to be justification for an extension of Contract Time.
4. Time extensions for snow shall be based on above normal snow for the project area and only based on direct impact to the CPM schedule. Only snow days with greater than 3" of snow cover will be considered in the request for time extension.
5. Time extensions for precipitation shall be based on above normal precipitation for the project area and only based on direct impact to CPM schedule. Only workdays with precipitation greater than one-tenth inch (0.10") shall be considered in the request for time extension.

3.7 ADJUSTMENT BY OWNER

A. From time to time it may be necessary for the Contract schedule and/or Contract Times to be adjusted by Owner due to the effects of job conditions, acts or omissions of other Contractors not directly associated with this contract, act of God, technical difficulties, unavoidable delays on the part of Owner or his representatives, and other unforeseeable conditions which may indicate schedule adjustments and/or an extension of the Contract Time. Under such conditions, Owner shall direct Contractor to reschedule the work to reflect the changed conditions, and Contractor shall revise his schedule accordingly. Only the Owner in writing shall grant schedule extensions affecting the Contract Time. No additional compensation shall be made to Contractor for such schedule changes except for unavoidable overall Contract delays, in which case Contractor shall take all possible action to minimize any time extension. It is specifically noted that available Project Total or Free Float in the CPM schedule may be used by the Owner and his representative to accommodate any adjustments in time, therefore eliminating the need for a time extension.

3.8 FLOAT TIME

A. Without obligation to extend the overall completion date or any intermediate completion dates set out in the CPM network, Owner may initiate changes to the Contract work that absorb float time. Owner-initiated changes that affect the critical path on the CPM network shall be the sole grounds for extending (or shortening) said completion dates. Contractor initiated changes that encroach on the total float time identified in the CPM network may be accomplished with Owner's concurrence. Such changes, however, shall give way to Owner-initiated changes competing for the same total float time.

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

B. Related Sections include the following:

1. Division 01 Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 01 Section 013100 "Project Management and Coordination" for submitting Coordination Drawings.
3. Division 01 Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Division 01 Section 013125 “Web Based Project Management System” for making shop drawing submissions.
5. Division 01 Section 014000 "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups.
6. Division 01 Section 017700 "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect’s responsive action.

B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in Division 01 Section 013200 "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
3. Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals may be transmitted directly to Architect's consultants, provide duplicate copy of transmittal to Architect. Submittal will be returned to Architect before being returned to Contractor.
4. If intermediate submittal is necessary, process it in same manner as initial submittal.
5. Allow 15 days for processing each resubmittal.
6. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Unique identifier, including revision number.
    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.

4. The Contractors shall utilize a 9+ character submittal identification numbering system in the following manner:

    a. The first six digits are to be the applicable Specification Section number.
    b. The next three digits shall be the numbers (001-999) to sequentially number each initial separate item submitted. The last character shall be a letter (A-Z) indicating the submission or resubmission version, i.e. “A”= initial submission, “B” = 2nd submission, “C” = 3rd submission, etc. A typical submittal number would be as follows:

    033000-008-B – (xxxx)

    033000 = Specification Section for Concrete
    008 = the eighth submittal under this specification section
    B = the second submission (first resubmission) of that particular shop drawing
    xxxx = Brief description of items in submittal

5. All submittals shall be clearly identified using the numbering system described above. Submittals items received without appropriate identification will be returned without review. The Contractor on the individual items to be reviewed and on the transmittal cover sheet under which the submittals are shipped shall provide the submittal number.

E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
3. Contractor shall provide two paper copies of all final submittals as directed by CM. Otherwise, all submittals shall be provided electronically.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor. Architect will return any submittal not submitted individually as rejected.

1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
3. Transmittal Form: Provide locations on form for the following information:

    a. Project name.
    b. Date.
    c. Destination (To:).
    d. Source (From:).
    e. Names of subcontractor, manufacturer, and supplier.
    f. Category and type of submittal.
    g. Submittal purpose and description.
    h. Submittal and transmittal distribution record.
    i. Remarks.
    j. Signature of transmitter.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. No portion of the Work requiring shop drawings, samples or product data specified shall be started nor shall any material be fabricated or installed prior to approval of such item. Fabrication performed, materials purchased, or on-site construction accomplished which does not conform to approved shop drawings, submittals, or data shall be solely at the contractor risk and expense. The owner shall not be liable for any expenses or delay claims due to corrections or remedies required to accomplish conformity with this requirement.

J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit copies of each submittal, as follows, unless otherwise indicated:

    a. Initial Submittal: Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Architect will return submittal with options selected.
    b. Final Submittal: Submit not less than 5 copies unless copies are required for operation and maintenance manuals. Submit additional copies where required for operation and maintenance manuals. Architect will retain 3 copies; plus at least one additional copy if

reviewed by a consultant, the remainder will be returned. Mark up and retain one returned copy as a Project Record Document.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operating and maintenance manuals.
k. Compliance with recognized trade association standards.
l. Compliance with recognized testing agency standards.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:

a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.
e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
f. Shopwork manufacturing instructions.
g. Templates and patterns.
h. Schedules.
i. Design calculations.
j. Compliance with specified standards.
k. Notation of coordination requirements.
l. Notation of dimensions established by field measurement.

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.

D. Coordination Drawings: Comply with requirements in Division 01 Section 013100 "Project Management and Coordination."

E. Electronic Submittals and Shop Drawings: All submittals and shop drawings may be submitted in electronic format through the project web-based management software. Specific requirements for reducing the quantity of paper copies will be reviewed at the pre-construction meeting.

1. Submit one copy electronically. Refer to Section 013125, Article 2.3, Paragraph A.1.
2. For Shop Drawings in format larger than 11 inches by 17 inches, Contractor shall provide one hard (printed) copy to the Architect along with the required electronic material.

F. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 01 Section 014100 "Quality Requirements" for mockups.
2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:

    a. Generic description of Sample.
    b. Product name or name of manufacturer.
    c. Sample source.

5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:

    a. Size limitations.
    b. Compliance with recognized standards.
    c. Availability.
    d. Delivery time.

6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.

    a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of the variations.
    b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.

7. Number of Samples for Initial Selection: Submit two full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

8. Number of Samples for Verification: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

    a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

9. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

G. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.

2. Number and name of room or space.
3. Location within room or space.

H. Delegated-Design Submittal: Comply with requirements in Division 01 Section 014000 "Quality Requirements."

I. Contractor's Construction Schedule: Comply with requirements in Division 01 Section 013200 "Construction Progress Documentation" for Construction Manager 's action.

J. Submittals Schedule: Comply with requirements in Division 01 Section 013200 “Construction Progress Documentation."

K. Application for Payment: Comply with requirements in Division 01 Section 012900 "Payment Procedures."

L. Schedule of Values: Comply with requirements in Division 01 Section 012900 "Payment Procedures."

M. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

N. Steel Products Procurement Act: Submit certifications including, but not limited to, invoices, bills of lading, mill certifications, and other certification required to verify compliance with the Act.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. An officer shall sign certificates and certifications or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements in Division 01 Section 014000 "Quality Requirements."

B. Contractor's Construction Schedule: Comply with requirements in Division 01 Section 013200 "Construction Progress Documentation."

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names, and addresses of Architects and owners, and other information specified.

D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01 Section 017700 "Closeout Procedures."

P. Design Data: Prepare written and graphic information including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturers. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. REVIEW EACH SUBMITTAL AND CHECK FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ARCHITECT.

Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT’S ACTION

A. GENERAL: ARCHITECT WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND WILL RETURN THEM AT THE CONTRACTORS EXPENSE WITHOUT ACTION.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

1. NO EXCEPTION TAKEN – This action is assigned when the information provided requires no additional notes or comments on the submittal and the information provided is in general conformance with the plans and specifications. The contractor may release the equipment or material for purchase or fabrication.
2. MAKE CORRECTIONS NOTED – This action is assigned when the information provided requires only minor notes or comments be added or corrections made to the submittal and the information provided is in general conformance with the plans and specifications. For clarification, this action may include additional comments from the architect indicating the extent of changes required.
3. REJECTED – This action indicates the information provided does not meet the intent of the design or is not specified on the drawings and/or specifications. Product substitutions made in this manner will be rejected. The contractor shall NOT release any equipment or material for purchase or fabrication. The Architect will return the contents of the submittal at the contractor’s expense. The contractor shall resubmit the entire contents of the submittal.
4. SUBMIT SPECIFIED ITEM – This action assigned indicates that information is missing from the shop drawing submittal. The contractor should NOT release the equipment or material for purchase or fabrication.
5. REVISE AND RESUBMIT – This action indicates the information provided is incomplete or notes and comments are extensive enough to require a resubmittal of some or all of the information. This resubmittal is to address all comments, omissions, misrepresentations, and insufficient data that were received by the Architect. The contractor may, at their option, release the equipment or material for purchase or fabrication or resubmit the information requested for additional action. All notations and comments must be incorporated into the final product.

C. Informational Submittals: Architect will review each submittal and will not return it or will reject and return it if it does not comply with requirements.

D. Submittals not required by the Contract Documents will not be reviewed and may be discarded. The Architect is not required to notify the sender of such action.

3.3 ELECTRONIC DOCUMENTS

A. Architect and Construction Manager will make the drawings available to the Prime Contractor after the execution of the Owner-Contractor Agreement (**DOCUMENTS ARE NOT AVAILABLE DURING BIDDING**).

B. Files will be furnished in their original software format and are not available in any other format. The Architect does not guarantee software/hardware compatibility. The Contractor will be charged a handling fee of $100 plus $25.00 per drawing sheet, payable to the Architect, this cost is non-refundable.

C. The documents provided were prepared by Architect or their consultants as instruments of service to the Owner for this Project. The Owner and the Architect do not endorse or warrant the documents as suitable for any other purpose. These documents are furnished without warranties or guarantees (express, implied, or statutory), for the accuracy, reliability, and completeness. These files may vary from the documents used during bidding and do not include modifications issued by addenda or bulletins. If there are conflicts between the electronic drawings and the bid set, the bid set shall govern.

D. In order to obtain any documents in electronic format the Prime Contractor shall submit to the Architect a letter on company letterhead which includes the following information:

1. At this time, our company is requesting the following drawings in electronic format:

    a. (List each drawing by the sheet no. as it appears in the Contract Documents).

2. In making this request for documents in electronic format our company hereby agrees to the following conditions:

    a. We agree to remove any and all identification of the Architect and consultants from title block prior to the use of the documents.
    b. We agree to add our title block or the title block of our supplier prior to reproducing the documents either electronically or in printed form.
    c. We agree that prior to reproducing any drawing, we will verify the information and dimensions contained in the documents and assume the liability for the accuracy as if the drawings had been totally prepared by our own company.
    d. We agree that the use of these electronic files is specifically for this Project, these files will not be reproduced for any other project, and the Architect has not waived the Architect's copyright or other reserved rights.
    e. We agree to release and indemnify the Owner, Architect, and Construction Manager and their consultants against any losses or claims as a result of any errors or omissions in the electronic data.
    f. This letter shall be signed by person authorized to agree to the terms of the letter and shall be accompanied by a check to cover the charge per drawing file listed above. Shipping and postage is not included in the amount stated above and will be an additional charge.
    g. Electronic files are not construction documents. Differences may exist between the electronic files and corresponding hard-copy construction documents. The Architect and Owner make no representation regarding the accuracy or completeness of the electronic files. In the event that a conflict is discovered between the hard copy construction documents and the electronic files, hard-copy construction documents shall govern. The Contractor is responsible for determining if any conflict exists.
    h. The use of the electronic files does not relieve the Contractor of fully complying with the Contract Documents or the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate your work with that of other contractors for the Project.
    i. Under no circumstances shall delivery of the electronic files be deemed a sale. The Owner and Architect make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any

consequential damages as a result of your use of these electronic files.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Prime Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Prime Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Prime Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified inspections, tests, and related actions do not limit Prime Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for Prime Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

D. Related Sections:

1. Division 1 Section "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.

2. Division 1 Section "Submittals" specifies requirements for development of a schedule of required tests and inspections.

3. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Prime Contractor or another entity engaged by Prime Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 RESPONSIBILITIES

A. Prime Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, each Prime Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services shall be included in the Contract Sum.
1. Unless specifically noted the individual Sections, all inspections, tests, and other quality-control services are the Prime Contractor's responsibility, the Prime Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services shall be included in the Contract Sum.
2. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.

B. Retesting: The Prime Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Prime Contractor's responsibility.

C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
   1. Provide access to the work
   2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
   3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
   4. Provide facilities for storage and curing of test samples.
   5. Deliver samples to testing laboratories.
   6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
   7. Provide security and protection of samples and test equipment at the Project Site.

D. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1.6 INFORMATIONAL SUBMITTALS

A. Prime Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

   1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
   2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.

B. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

C. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.7 REPORTS AND DOCUMENTS

A. The Prime Contractor's independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect.
   1. Submit additional copies of each written report directly to the governing authority, when the authority so directs

B. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Written reports of each inspection, test, or similar service include, but are not limited to, the following:

   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.

10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

C. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located
2. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
3. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
4. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

5. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
6. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
7. Registered Engineer Qualifications: A registered Engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing Engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
8. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

    a. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

B. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Prime Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Architect and the Prime Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
3. The agency shall not perform any duties of the Prime Contractor.

C. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Prime Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project

1.9 QUALITY CONTROL

A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 72 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Testing agency will retest and reinspect corrected work at the expense of the Contractor.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field-curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Prime Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 – REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Prime 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 request or instruction by Architect. Other terms including "requested," "authorized," "selected," "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." Location is not limited.

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. “Installer": An installer is the Prime Contractor or another entity engaged by the Prime Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

J. The term "experienced," when used with an entity means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

2. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Prime Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Prime Contractor.

a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions

K. "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.

L. “Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

M. “Addenda”: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections.

N. “Bid”: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

O. “Bidder”: Any person, firm, or corporation submitting a Bid for the Work.

P. “Bonds”: Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor’s surety in accordance with the Contract Documents.

Q. “Change Order”: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

R. “Contract Documents”: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.

S. “Contract Price”: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

T. “Contract Time”: The number of calendar days stated in the Contract Documents for the completion of the Work.

U. “Contractor”: The person, firm, or corporation named as such in the Contract Documents.

V. “Drawings”: The parts of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Construction Manager.

W. “Engineer/Construction Manager”: The person, firm, or corporation named as such in the Contract Documents.

X. “Field Order”: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Construction Manager to the Contractor during construction.

Y. “Notice of Award”: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Z. “Notice to Proceed”: Written communications issued by the Owner to the Contractor authorizing him/her to proceed with the Work and establishing the date for commencement of the Work.

AA. “Owner”: A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the Work is to be performed.

BB. “Project”: The undertaking to be performed as provided in the Contract Documents.

CC. "Resident Project Representative": The authorized representatives of the Owner who is assigned to the Project site of any part thereof.

DD. "Shop Drawings": All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

EE. "Specifications": A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

FF. "Subcontractor": An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

GG. "Substantial Completion": The date certified by the Construction Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purpose for which it is intended.

HH. "Supplemental General Conditions": Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws.

II. "Supplier": Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

JJ. "Work": All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

KK. "Written Notice": Any notice to any party of the Agreement relative to any 1 part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the Work.

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. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on Project 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.

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 Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association

APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.

CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)

FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association

	(Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority

NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute

SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)

WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

B. 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.

IAPMO	International Association of Plumbing and Mechanical Officials
ICC	International Code Council
ICC-ES	ICC Evaluation Service, Inc.
UBC	Uniform Building Code (See ICC)

C. 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 sites 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
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
LBL	Lawrence Berkeley National Laboratory
NCHRP	National Cooperative Highway Research Program (See TRB)
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Buildings Service (See GSA)
PHS	Office of Public Health and Science
RUS	Rural Utilities Service

	(See USDA)
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

D. 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 sites 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) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board
CFR	Code of Federal Regulations Available from Government Printing Office
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point
DSCC	Defense Supply Center Columbus (See FS)
FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from Department of Defense Single Stock Point Available from Defense Standardization Program Available from General Services Administration Available from National Institute of Building Sciences
FTMS	Federal Test Method Standard (See FS)
MIL	(See MILSPEC)
MIL-STD	(See MILSPEC)
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point
UFAS	Uniform Federal Accessibility Standards Available from Access Board

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 sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation
CCR	California Code of Regulations

CPUC California Public Utilities Commission

TFS Texas Forest Service: Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND REQUIREMENTS

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

B. Section 01 10 00 "Summary" for work restrictions.

C. Section 01 12 50 "Multiple Contract Summary".

1.2 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

B. Temporary utilities include, but are not limited to, the following:

1. Sewers and drainage.
2. Water service and distribution.
3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
4. Heating, ventilation and cooling facilities.
5. Electric power service.
6. Lighting.
7. Internet service.

C. Support facilities include, but are not limited to, the following:

1. Project identification and temporary signs.
2. Waste disposal facilities.
3. Storage and fabrication sheds.
4. Lifts and hoists.
5. Construction aids and miscellaneous services and facilities.
6. Temporary Stairs
7. Dewatering facilities and drains.
8. Snow removal of construction site.
9. Weed trimming and grass cutting of construction site.

D. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Stormwater control.
3. Tree and plant protection.
4. Pest control.
5. Site enclosure fence.
6. Security enclosure and lockup.
7. Barricades, warning signs, and lights.
8. Shoring and trenching protections
9. Temporary enclosures.
10. Temporary partitions.
11. Fire protection.
12. Site security lighting.
13. Temporary signage including pedestrian and traffic signage.

14. Temporary line striping and directional markings.

E. Related Sections include the following:

1. Section 011250 "Multiple Contract Summary".
2. Section 013300 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
3. Section 017300 "Execution Requirements" for progress cleaning requirements.
4. Section 018119, “Indoor Air Quality Requirements” for additional requirements.
5. Section 019113 “General Commissioning Requirements” for additional information and procedures.
6. Divisions 23 through 28 for temporary heat, ventilation, and humidity requirements for products in those Sections.
7. Division 32 Sections for construction and maintenance of asphalt paving and cement concrete pavement for temporary roads and paved areas.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect and Construction Manager, permanent or temporary roofing is complete, insulated, and weathertight; exterior stud and/or masonry walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures which will affect the retention of heat within the structure.

1.4 DIVISION OF RESPONSIBILITIES

A. General: Each Prime Contractor is assigned specific responsibilities for certain temporary services and facilities used by other prime Contractors, and other entities at the site. The Contractor for General Construction is responsible for providing temporary services and facilities that are not normal construction activities of other prime Contractors and are not specifically assigned otherwise. All contractors must review this entire Specification for temporary requirements in each Contract.

B. EACH PRIME CONTRACTOR is responsible for:

1. Installation, operation, maintenance and removal of each temporary service or facility usually considered at its own normal construction activity, as well as the costs and use charges associated with each such service or facility.
2. Plug-in electric power cords and extension cords, and supplementary plug-in task lighting and special lighting necessary exclusively for its own activities.
3. Its own field office, complete with necessary furniture, utilities and internet service.
4. Its own storage and fabrication sheds.
5. Heat, ventilation, humidity control and enclosure of the building where these utilities are necessary exclusively for its own activities.
6. Temporary heat as required over the supplied 60-degrees F.
7. General hoisting facilities and all hoisting requirements, including hoisting loads in excess of 2-ton, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure.
8. Collection and disposal of its own hazardous, dangerous, unsanitary or other harmful waste material.
9. Secure lockup of its own tools, materials and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
11. Collection and disposal of fluid wastes, including any water containing effluents with or without solids until permanent sewer systems are functional and if permanent systems are equipped and/or permitted to accept such effluents.
12. Separation and disposal of solids prior to release into permanent sewer system.
13. Contractor’s responsibility is to perform regular clean up and place construction debris in designated container. Refer to Waste Disposal and Clean Up, Article 3.4.G.
14. Contractor is responsible for management and disposal of all waste generated from all construction activities.

15. Each Prime Contractor is responsible for removal of their respective waste from new building construction, existing building selective demolition, sitework demolition and all site work related activities and shall follow procedures to direct as much waste as possible from the landfill.
16. Each Prime Contractor shall perform regular cleanup of construction waste to keep a clean and safe construction site. Construction Manager will re-assign clean up to other contractors and charge the contractor who is not performing the regular cleanup.
17. Waste disposal support as per Article 3.G.

C. The Contractor for General Construction is responsible for:

1. Temporary facilities and controls that are not otherwise specifically assigned to the Plumbing Contract, Mechanical Contract and Electrical Contract.
2. Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
3. Stormwater control.
4. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
5. Temporary field offices for the Construction Manager (CM) and project meeting office.
6. Temporary roads and paving.
7. Temporary toilets, including disposable supplies.
8. Temporary wash facilities, including disposable supplies.
9. Containerized bottled-water type drinking water units for the CM field office.
10. Temporary enclosure of the building.
11. Temporary partitions.
12. Temporary fire protection and temporary fire extinguishers.
13. Temporary heating, ventilation and air conditioning (HVAC) and humidity control from the Notice to Proceed to scheduled Substantial Completion.
14. Rodent and pest control.
15. Temporary signage including Pedestrian and traffic, Barricades, warning signs and lights.
16. Site enclosure fences including around Contractor parking and storage area (chain link fence).
17. Site and building security.
18. Temporary sidewalks and fencing.
19. Security enclosure and lockup.
20. Environmental protection.
21. Site temporary water service, water trucks, and site water systems until new water service is installed.
22. Dewatering facilities and drains for all site and building areas until permanent systems are installed.
23. Temporary stairs for construction worker access.
24. Traffic controls.
25. Weekly and as-needed street sweeping as directed by CM due to the accumulation of dirt and debris.
26. Coordination of Construction Waste Disposal for the Project for all contractors and facilities required to implement a Construction Waste Management Plan for the project in accordance with Section 017419 for all contractors.
27. Maintenance of all erosion and sediment controls per the erosion and sediment drawings. The County Conservation District has final decision in all related E&S requirements and maintenance needs.
28. Project identification, temporary signs and traffic controls.
29. Control and coordination of fire watch activities.
30. Protection of existing finishes to remain.
31. Snow removal and clearing of the site to provide access to all construction work areas, construction parking, and staging areas at all times.
32. Trimming and clearing of all weeds and grass cutting in the construction site to maintain a clean, organized site at all times.
33. Temporary partitions compliant with Hospital-grade ICRA requirements. Maintain negative air pressure in the Construction Work Area.

D. The Plumbing/Fire Protection Contractor is responsible for:

1. Piped temporary water service distribution from the new water service when it is within 5 feet of building.
2. Temporary sewers and drainage.

3. Dewatering facilities and drains for all work that is Plumbing Contractors responsibilities and once permanent construction is installed (e.g. once permanent deck or waterproof decking is installed).
4. Temporary fire hoses and signs.
5. Security enclosure and lockup in coordination with the General Contractor.
6. Piped storm water from roof sections as schedule dictates.
7. Piped temporary toilet fixtures, wash facilities, and drinking water facilities.
8. Plumbing connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, Mechanical Contract, and Electrical Contract.

E. The Heating, Ventilating and Air-Conditioning (HVAC) Contractor is responsible for:

1. Temporary gas service for heating requirements of HVAC Contractor only.
2. Security enclosure and lockup in coordination with General Contractor.
3. Dewatering and drainage for Work under scope.

F. The Electrical Contractor is responsible for:

1. Temporary electric power service and distribution. This includes office trailer services and distribution for each of the Prime Contractors and the Construction Manager. Coordinate temporary service requirements with the Construction Manager and the Energy Company.
2. Temporary lighting for building and site.
3. Power lines and outlets for temporary electric water coolers.
4. Connections for illuminated signs.
5. Temporary internet service to CM trailer.
6. Data and telecommunications conduit and wiring and service CM trailer.
7. Security enclosure and lockup in coordination with the General Prime Contractor.
8. Dewatering and drainage for work under scope.
9. Electrical connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, Mechanical Contract and Electrical Contract.

1.5 USE CHARGES AND OUTLINE REQUIREMENTS

A. General: Cost or use charges for required temporary facilities shall be included in the total Contract Sum are not chargeable to Owner, Construction Manager, or Architect as extra costs. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. Owner's construction forces.
2. Occupants of Project.
3. Architect and Construction Manager (CM).
4. Testing agencies.
5. Personnel of authorities having jurisdiction.

B. Water Service: General Contractor shall be responsible for all water needs on project, from a water truck, temporary service as shown on the Phasing Drawings, or from new water service, from Notice to Proceed and until new permanent water service is installed and metered to building site. Owner will pay for metered use charges for the Project once the permanent system is installed, tested and accepted by Water Authority.

C. Sewer Service: Each individual Contractor shall be responsible for collecting and disposing of any water containing solids or other effluents with or without solids that are to be disposed of as a function of their work until the permanent septic or sewer system is fully functional and operational. Any effluents not permitted to be discharged into sewer or septic system shall be collected and disposed of by each Contractor responsible for generating the discharge.

D. Electric Service: Electrical Contractor shall furnish and install temporary power service for construction activities. Owner shall pay for all metered use charges from temporary service. Once permanent service is active, Owner will pay for use charges for permanent service.

E. Internet Service: Electrical Contractor shall furnish and pay for a 5G Hotspot internet service for CM use only at the Project site.

F. Electrical Contractor shall provide internet service/power to site monitoring camera and video storage system as specified.

G. HVAC System:

1. General Contractor shall provide temporary HVAC systems and pay for all HVAC costs for all building areas from Notice to Proceed until Substantial Completion.
2. Utility costs for any approved temporary HVAC system provided by HVAC contractor in the ninety (90) day prior to Substantial Completion period shall be paid by the Owner provided that the temporary HVAC equipment is connected to the permanent HVAC system.
3. General Contractor is responsible to protect any existing HVAC systems indicated to remain.
4. General Contractor is responsible to provide any supplemental HVAC equipment, including humidification and/or dehumidification equipment, that is necessary for the installation of new construction and finishes and maintaining equipment in place until Substantial Completion.
5. Owner will not be responsible for any costs for servicing, maintaining or operating temporary or permanent systems until after Substantial Completion of each phase.
6. HVAC Contractor must maintain, operate and extend equipment warranties as required to provide the Owner with a new, clean system with all warranty periods in effect as required by the Contract Documents.
7. HVAC Contractor shall provide a filter change after the date of Substantial Completion. Reference Section 018119, Indoor Air Quality Management for filter requirements.
8. HVAC Contractor shall comply with all the requirements of Article 3.2.G.
9. HVAC Contractor shall provide all necessary controls for safety requirements including smoke or fire monitoring, and with all necessary shutdown features to run and operate temporary or permanent HVAC systems.

H. Clarification of Utility Use Charges:

1. The Owner will pay for utility company metered electrical usage for construction activities and for one job trailer for each prime contractor.
2. The General Contractor will pay for communication usage of the Construction Manager.
3. Communication hook-up fees for the CM will be paid for by General Contractor.
4. Each Prime Contractor shall pay for their communication usage.

1.6 SUBMITTALS

A. Temporary Utilities: Prime Contractor shall submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

D. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

E. Shop Drawings and samples for verification: For temporary project identification sign, include the following information:
1. Sign design and details of construction.
2. Include dimensioned scale drawing indicating locations of text and size and location of graphic elements.
3. Font styles to be used, full size examples.
4. Color samples for each sign color indicated, not less than 3 inches square.

F. Moisture- Mold-Protection Plan: Each Prime Contractor shall describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

G. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

H. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by Owner. Include the following:

1. Methods used to meet the goals and requirements of Owner.
2. Concrete cutting method(s) to be used.
3. Location of construction devices on the site.
4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with Owner.
6. Indicate locations of sensitive equipment areas or other areas requiring special attention as identified by Owner. Indicate means for complying with Owner's requirements.

1.7 QUALITY ASSURANCE

A. Regulations: Prime contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department and rescue squad rules.
5. Environmental protection regulations.

B. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
3. Accessible Temporary Egress: Comply with applicable provisions in the DOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

C. Temporary Heat and Dehumidifying Equipment Supplier Qualifications: Engage a supplier experienced in supplying temporary heating and humidifying equipment and with the engineering and testing capabilities to recommend equipment sizes, predict fuel loads, predict humidity levels and test indoor air quality.

D. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.8 PROJECT CONDITIONS AND OPERATION

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

1. Temporary Use of Permanent Facilities: Installer of each permanent system and service shall assume responsibility for operation, maintenance, and protection of each permanent system and service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Undamaged, previously used materials in serviceable condition may be used if approved by Construction Manager. Provide materials suitable for use intended.

B. Provide materials suitable for use intended.

C. Portable Chain-Link Fencing: The General Contractor shall provide temporary, post-driven galvanized steel chain link fence, 6'-0" high, 11-gauge wire in a 2" (50-mm) mesh with top and bottom selvages knuckled with movable supported ballast systems. At select locations where approved by CM, provide driven posts.

D. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

E. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

F. Water: Potable.

G. Pavement and Concrete: Comply with requirements of Division 03 and 32 Sections.

H. Lumber and Plywood: Comply with requirements of Division 06 Section "Rough Carpentry".

I. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.

J. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches (914 by 1524 mm).

K. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.

L. Roofing Materials: Provide UL Class A standard-weight asphalt shingles of UL Class C mineral-surfaced roll roofing on roofs of job-built temporary offices, shops and sheds.

M. Paint: Comply with requirements in Division 09 Section "Painting".
1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
2. For sign panels and applied graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
3. For interior walls of temporary offices, provide 2 coats interior latex-flat wall paint.

N. Open-Mesh Fencing: Provide 0.12-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chain-link fabric fencing 6 feet (2 m) high galvanized steel pipe posts, 1-1/2 inches (38 mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.

2.2 TEMPORARY FACILITIES

A. Field Offices:

1. Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air-conditioned; on foundations adequate for normal loading.
2. Common-Use Field Office To accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities, and to accommodate Project meetings specified in other Division 01 Sections. The Contractor for General Construction shall provide, within one month of Notice to Proceed, a new or like-new insulated, weather-tight, prefabricated or mobile office units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide units with windows and lockable door on foundations adequate for office loading. Space shall include a 12' x 60' trailer with the following:
    a. Heating and cooling equipment appropriately sized for the space and capable of maintaining maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
    b. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
    c. Two offices furnished with drawing table, work desk with storage drawers and rolling office chair, two (2) four-drawer filing cabinets and drawing rack.
    d. A room not less than 400 sq. ft. for project meetings furnished with a conference table, 15 folding chairs, 4-foot square tackboards and marker boards. This room will be dedicated for CM use and Project Meetings only.
    e. Keep office clean and orderly.

B. Field Office Relocation During Construction: Due to site constraints and construction activities, the field offices must be relocated during construction. Refer to the Construction Phasing Plan. The Contractor for General Construction shall relocate the units. The Electrical Contractor will relocate the electrical service for the units. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. General: The Prime Contractor shall provide new equipment. If acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4-inch (19-mm) heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
2. Extinguisher shall have a valid inspection tag.

D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

E. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units with both hot and cold water, including paper cup supply.

F. Temporary HVAC Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.
3. Temporary Dehumidifying Equipment: Provide system engineered by temporary equipment supplier for expected conditions and interior environment requirements specified. Provide self-contained, recirculating refrigeration units with water collection and filtration capabilities.
    a. Equipment shall be sized with sufficient moisture extraction capabilities to maintain ambient interior air within specified relative humidity range.
    b. Provide collection and/or drainage capabilities to prevent condensate from re-evaporating in conditioned space or from spilling on floors.
4. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of thirteen (13) at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 "Closeout Procedures."

G. Generators: Provide generators sized to power equipment where temporary electric service is of insufficient capacity.

H. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof 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 ration.

I. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages of tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

J. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

K. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

L. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

M. Field Offices: Mobile units sized and equipped at the discretion of the Contractor. Units shall be kept clean, orderly and in good services.
1. Contractor shall equip and maintain its own field office with the following:
    a. Telephone service with automated answering capabilities. Superintendents cellular phone service may serve this purpose.
    b. Internal electrical distribution system terminating at an exterior mounted weatherproof heavy duty NEMA 3R disconnect.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials.

3.2 INSTALLATION, GENERAL

A. 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. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

C. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION AND REQUIREMENTS

A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.

B. Sewers and Drainage by General Contractor: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.

1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
2. Connect temporary sewers to municipal system as directed by sewer department officials.
3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.

C. Water Service:

1. General: Install water service and distribution piping in sizes and pressures adequate for construction.
2. Temporary water service may be used by all entities engaged in construction activities at the Project Site.
3. General Contractor is responsible for all water needs on Project using water trucks until new water service is available at the building.
4. After new water service is available at the building, Plumbing Contractor shall provide the following:

    a. Water Service: Use of Owner's new water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to like-new condition.
    b. Provide rubber hoses as necessary to serve Project site.

c. As soon as water is required at each level, extend service to form a temporary water- and fire-protection standpipe. Provide distribution piping. Space outlets so water can be reached with a 100-foot (30-m) hose. Provide one hose at each outlet.
d. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
e. Provide a minimum of 30-psi (200-kPa) static pressure at highest point.

D. Sanitary Facilities and Drinking Water by General Contractor: Provide temporary toilets, hand/wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

1. Drinking Water: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
2. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, hand sanitizer, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
3. Toilets: Use of Owner's existing toilet or new facilities will not be permitted.. Install self-contained toilet units. Shield toilets to ensure privacy. Contractor shall comply with the requirements of Section 008200, Safety and Health Plan Project Requirements, Article 13.0, Infectious/Communicable Disease Plan (ICDP), Common Practices, Paragraph C for temporary toilet facility requirements.
4. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
5. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

E. Chain Link Fence:

1. The General Contractor shall secure the site and furnish gates as shown on Phasing Plan(s) or as required for project and directed by Construction Manager. The fencing and gates shall be relocated and adjusted during the Project as required, as noted on the Phasing Plans(s) and/or as directed by Construction Manager.
2. Temporary fence between the existing and operating building site and the construction area is to be installed as indicated on the Phasing Plans(s).

F. Temporary HVAC: The General Contractor shall provide temporary HVAC and humidity control required by construction activities, for curing or drying of completed installations, or protection of installed construction from adverse effects of low temperatures or high humidity from Notice to Proceed to NINETY (90) days prior to Substantial Completion for each new and renovation building area. Temporary HVAC and humidity control shall also be provided in all new building areas scheduled for work in order to maintain productivity of all trade contractors and personnel. Comply with the following:

1. Prior to enclosure of structure, structures or portions thereof, and when official local weather predictions indicate below freezing temperatures, the General Construction Contractor shall provide, maintain, operate and pay all costs including fuel to supply temporary heat where these utilities are determined to be necessary for the protection of the work and/or the construction activity as determined by the Construction Manager.
2. Temporary heat will be required on a 24-hour basis when the ambient temperature is predicted or is actually at 35 deg. F or lower.
3. Select safe equipment that will not have a harmful effect on completed installations or elements being installed.
4. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
5. Maintain the temporary heat to a minimum of 60 degrees F. Each Prime Contractor is responsible for proving supplemental heat above 60 degrees F. for activities that require greater temperatures.
6. The General Contractor shall provide all other Prime Contractors with the Project Schedule and the minimum heating requirements to protect the Work as scheduled. If through no fault of any other Prime Contractor, the General Contractor does not maintain the original approved schedule, the General Contractor shall continue to provide temporary heat and humidity control to other Prime Contractors when required.

7. The General Contractor shall not be responsible for providing temporary heat and humidity control in permanently unconditioned areas or in areas not scheduled for work, unless the approved schedule is modified and accepted by the Owner and all Prime Contractors.
8. Prime Contractors are responsible for protecting their work in unconditioned or unscheduled work areas at no additional expense to the Owner.
9. Prior to the permanent heating system being operational, and when necessary for the proper prosecution of the work, the General Contractor shall provide, maintain, operate and pay all costs including fuel, for sufficient approved heat.
10. Comply with requirements of items specified in Divisions 03 through 14 for individual requirements associated with the work of these sections regarding the provision and maintenance of temporary heat, ventilation, cooling and humidity control necessary prior to and subsequent to installation.
11. Obtain requirements from sub-contractor with regard to the provision of temporary heat, ventilation, cooling and humidity control for the installation and protection of their work and submit report to Construction Manager and Architect regarding provision of temporary heat, ventilation, cooling and humidity control and requirements of the Construction Manager approved Construction Schedule.
12. Cooperate with other sub-contractors with regard to the provision of temporary heat, ventilation, cooling and humidity control required for the installation and protection of their work.
13. Coordinate with the General Contractor regarding the construction schedule to assure provision of required heating, ventilation, cooling and humidity control as needed for the progress of the construction.
14. Do not hinder scheduled construction activities, which require specific environmental control. The Contractor shall bear the costs for delays resulting from the failure to provide adequate temporary heat, ventilation, cooling and humidity control as required by the Architect approved construction schedule.
15. If the contractor provides temp heat with LP gas heaters, a full and complete plan of installation must be provided and approved by the local Fire Marshall and other authorities having jurisdiction at least one month prior to the date system is needed to go on line. Heating plan will comply with all codes for installation and operation. The contractor will be responsible to provide all standby personnel during the installation and operation the system. This includes trades from other jurisdictions if applicable. The contractor will be responsible for dismantling and removal (off site) of the system in entirety.
16. It is the intent of the temporary heating, air conditioning and humidity control systems to condition the construction space (area) to receive all flooring and other specialty construction materials that require specific temperature, humidity conditions or pH levels, prior, during or after the installation of the item. Refer to Divisions 03 – 14 and 31-33 for project condition requirements.
17. The responsibility of the provision of temporary heat subsequent to the enclosures of the building, buildings, or portions thereof shall be within the contract price, the total cost of which must be included and made a part of the lump sum bid submitted by each General Construction.

G. Temporary/Existing/Permanent HVAC: The HVAC contractor shall provide HVAC from NINETY (90) days prior to Substantial Completion of <u>each new and renovation building area and at all times for all building areas that are occupied or under construction</u> and shall comply with the following:

1. When noted above, the HVAC contractor shall provide, maintain and operate sufficient temporary heating/cooling. If the new permanent heating or cooling system is used during this period, the HVAC contractor shall professionally clean all HVAC systems.
2. The HVAC Contractor shall properly protect all HVAC equipment / systems from construction air dust and debris beginning from initial installation.
3. Select safe equipment that will not have a harmful effect on completed installations or elements being installed.
4. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
5. Maintain the temporary heat to a minimum of 60 degrees F for construction areas and at 70 degrees F for all occupied areas.
6. At NINETY (90) days prior to Substantial Completion of new building areas, the Owner shall pay for fuel and electric energy used to operate the approved temporary or permanent heating or cooling and exhaust system provided that due care is exercised to avoid excessive use of fuel.
7. Portable heaters will not be acceptable during final finishing operations.
8. The new permanent heating and exhaust system or any portion thereof may be used by the HVAC Contractor to provide temporary heat and exhaust as required for the proper prosecution of the work as long as all the necessary protection and cleanup required by the Specifications and recommended by the manufacturer are strictly followed, and only when outside air is supplied directly to the burners.

The HVAC Contractor shall, when operating the permanent system complete all required servicing and adjusting to maintain the system in proper running order to prevent damage to the building or its equipment during the construction period. Units placed in permanent operation must be fully controlled using the final control system operational sequence.

9. When the HVAC Contractor performs startup and begins using the permanent HVAC systems, the Contractor must provide pre-filters, return air filters, plenum filters and or other modifications to the systems necessary to prevent dirt, dust and other contaminants from entering the system. If measures implemented do not prevent dust from entering the systems, the HVAC Contractor shall perform cleaning of duct, coil and other HVAC components necessary to provide clean HVAC systems at Substantial Completion of the Project.
10. Prior to turning over the new permanent heating and ventilating system to the Owner, the HVAC Contractor shall thoroughly clean the system, provide new filters, make re-adjustments as required and bear all cost to place the system in first-class operating condition. Contractor shall follow all requirements for cleaning and media as provided in Section 018119, Indoor Air Quality Management.
11. The warranty period of individual pieces of equipment of the permanent system used during the construction period shall be extended during the temporary use period and the starting date used for determination of expiration for such warranties shall begin upon final acceptance of the project by the Owner.
12. Work which is damaged as a result of improper or insufficient climate control shall be removed and replaced.

H. Ventilation and Humidity Control by General Contractor:

1. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

2. Temporary Humidity Control:
   a. General: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work, or for protection of installed work from deterioration due to variations in ambient conditions and/or adverse effects of high humidity, the General Contractor shall provide temporary humidification or dehumidification equipment to maintain the required conditions. This equipment may require air conditioning to achieve the desired results and maintain the Project schedule. Determination of the required equipment is the responsibility of the General Contractor. Coordinate the use of the equipment with temporary heating to produce the required conditions with a minimum overall use of energy.
      Construction Dehumidification (ongoing): The General Contractor shall provide portable dehumidification units for use during construction. Units shall be provided as required to maintain optimal building moisture conditions required for the proper performance of the Work. Moisture levels shall be maintained throughout both occupied and unoccupied areas of the facilities.
   b. Units shall be refrigeration-based and shall include standard 115V power cord, humidistat, integral condensate pump, wheels and handle. Units shall be as manufactured by Ebac or approved equal. Dehumidifier capacities and quantities shall be as follows:

      i. Quantity 15 - Minimum 25 gallons/day capacity (Ebac BD150CR or equal).
      ii. Locations shall be as agreed upon in the field with the Architect and Construction Manager.

   c. General Contractor shall furnish and install drainage hoses and connections to discharge condensate to exterior of building at locations acceptable to the Construction Manager and Architect.
   d. The Electrical Contractor shall be responsible to distribute power sources throughout each area of the building dedicated for the purpose of power for the humidification and/or dehumidification units. This power shall be in addition to power required by the trades for performance of their Work.

I. Electric Power Service by Electrical Contractor: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, and automatic ground-fault interrupters. Connect temporary service as directed by electric company officials.

1. Install power distribution wiring overhead or underground and rise vertically where least exposed to damage.
2. Electric power service including all necessary poles and accessories shall be extended from off-site available sources after coordination with local electric utility company. Secure Construction Manager's approval of overhead service prior to installation.
3. Power provided shall be sufficient to allow all contracts to work without interruption due to issues with electrical service and quality of power provided.
4. Provide adequate temporary electric service and for the following temporary field offices for light, power, heating and cooling located on the site:

   1 – General Contractor
   1 – Construction Manager*
   1 – HVAC Contractor
   1 – Plumbing Contractor
   1 – Electrical Contractor

   **Field office for Owner's testing agents: Testing personnel will share Construction Manager's trailer provided by General Contractor.*

5. Provide or extend the following temporary construction electric services to the various building areas within forty (40) days of Notice to Proceed unless noted otherwise:

   a. 120/208-volt, three phase, four-wire wye with a solid neutral service.
   b. Transformation and power distribution as shown as required for temporary needs specified unless noted otherwise on Construction Documents.
   c. Power receptacles distributed across the building as the Project develops. Minimum requirements for each building as follows:
      - Twenty-five (25) 120-volt receptacles
      - Twenty (20) 240-volt receptacles
   d. Temporary power for trailers and construction area.
   e. Ten (10) temporary connections to HVAC temporary heating units when directed by CM.
   f. Five (5) site lights when directed by CM (see Article L below).

6. All extensions from the temporary power receptacles shall be provided by the parties requiring power.

J. Electric Power Service: Use of Owner's new electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

K. Electric Distribution by Electrical Contractor: Provide receptacle outlets adequate for connection of power tools and equipment in new and existing building areas.

1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
2. Provide warning signs at power outlets other than 110 to 120 V.
3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
4. Provide metal conduit enclosures or boxes for wiring devices.
5. Provide 4-gang outlets, spaced so 100-foot (30-m) extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
6. At earliest feasible time, but no later than 60 days prior to Substantial Completion of each Phase, provide permanent electric distribution systems.
7. Provide 150A, 208V, 3-phase power distribution for temporary connections of terrazzo grinders during floor terrazzo installation. Provide power distribution at multiple locations as required to ensure the grinders can cover the entire terrazzo floor area using a 100' cord. Power distribution may

be provided from temporary source or permanent power distribution where available. Remove all temporary power distribution when it is no longer required.

L. Lighting by Electrical Contractor: Provide and maintain temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions. Wherever overhead floor or roof deck has been installed, the Electrical Contractor shall provide temporary lighting with local switching.

1. For new construction and existing buildings where all systems are removed:

a. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
b. Provide LED temporary lighting. Unless noted otherwise, each “lamp” shall be a minimum of 1600 lumens, either screw-in type or native LED type Where higher lumens are specified, lighting shall be native LED, not screw-in type. Lamps shall be uniformly distributed in all areas requiring temporary lighting to meet the minimum illumination intensity noted for the area or operation as outlined by the Occupational Safety and Health Administration (OSHA) standard for minimum illumination requirements at construction sites (OSHA 29 CFR 1926.56).
c. Install exterior-yard site lighting that will provide adequate illumination for construction operations, security, traffic conditions, and signage visibility when the Work is being performed.
d. Provide fifteen (15) pole-mounted (20 ft. high, minimum 10,000 lumens) temporary security lights controlled by a photocell to be installed as directed by CM.
e. At earliest feasible time, but no later than 60 days prior to Substantial Completion of each Phase, provide permanent lighting systems both inside the building and on the site for use in completing construction and lighting the project site. Contractor must operate, maintain and protect the permanent systems through final completion of the project and provide full project warranty from the contract completion date of the project.
f. The Contractor is further responsible for any additional lighting in excess of above if needed to perform the work properly.

M. Internet service by Electrical Contractor: Provide (1) Hotspot capable of 5G service for CM’s use only at the Project site. EC shall be responsible to pay for the Hotspot monthly service fee from Notice to Proceed through Final Completion.

N. EC shall also provide internet service/power to site monitoring camera and video storage system as specified and required by CM.

O. For existing construction: Maintain all existing HVAC, electrical fire safety, communications, and lighting systems in operation at all times until new systems are in place and operational. Do not interrupt service unless areas are not occupied in accordance with the schedule. Where all existing systems are removed for new installations, provide, at minimum, temporary systems as noted above for new construction areas. At earliest feasible time but no later than 60 days prior to Substantial Completion of each phase provide permanent systems. Contractors must operate, maintain and protect the permanent systems through final completion of the project and provide full project warranty from the contract completion date of the project.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines in accordance with ASTM E136. Comply with NFPA 241.
3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will not be permitted to use permanent facilities.

B. Temporary Signs: Refer to Site Phasing and Logistics Drawings. .

C. Temporary Site Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.

D. Temporary Roads and Paved Areas by General Contractor: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas in same location as permanent roads and paved areas and in compliance with the Phasing Plan(s). Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proof rolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section “Hot-Mix Asphalt Paving”.
5. Provide dust-control treatment that is non-polluting and non-tracking. Re-apply treatment as required to minimize dust.
6. Cooperate with Work by others on the adjoining property construction.

E. Storage and Staging: Use designated areas of Project site for storage and staging needs.

F. Dewatering Facilities and Drains: Comply with requirements in applicable Division 31 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and all construction areas free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities is by General Contractor.
2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed is by Plumbing Contractor.
3. Prime Contractor installing drains and any pipes for storm or sanitary systems shall verify that all systems are clear of debris prior to Substantial Completion. If necessary, flush all systems.
4. Remove snow and ice as required to minimize accumulations is by General Contractor.
5. Remove water from trenches, excavations or other work of each contract by individual Prime Contractors.
6. Comply with regulations and responsibilities defined by the Erosion and Sedimentation Pollution Control permit. Fines associated with violations of permit shall be paid by the Contractor, and shall be at no cost to Owner.

G. Waste Disposal Facilities and Cleanup: General Contractor will provide waste-collection containers in sizes adequate to handle regular waste generated from construction operations. Each Prime Contractor is responsible for collecting, and disposing of, their respective construction waste generated from new building construction, existing building demolition and all site work operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste and dispose of this waste.

1. Each Prime Contractor shall perform waste collection and disposal on a daily basis for all site and building areas.
2. Contractor shall clean up all work areas on a daily basis including all site and building Contractor shall also segregate materials and place them in designated containers.
3. General Contractor shall be responsible for daily cleanup of all areas of the building unless noted otherwise below. HVAC contractor shall be responsible for daily cleanup of all mechanical and electrical rooms. All contractors shall be responsible for daily cleanup of the areas in which they are working.
4. Owner, after consultation with the Construction Manager, shall deduct $200.00 per day from each contractor that is not performing the required daily cleanup. The total amount will be deducted from the contractor’s total contract sum. Construction Manager will re-assign cleanup or hire independent contractor to perform cleanup. Construction Manager may also withhold processing of payment request until cleanup duties are resumed to Construction Manager’s satisfaction.
5. Each Contractor is responsible for removal of their respective waste from Work associated with its Contract and shall follow procedures to direct as much waste as possible from the landfill.

6. General Contractor shall coordinate the locations of the waste containers with Prime Contractors and as noted on Phasing Plan(s). All locations to be confirmed with the Construction Manager prior to placement.
7. General Contractor shall:

    i. Provide equipment and labor required for positioning and relocating waste containers on site as well as compacting or consolidating materials in the containers.
    ii. Provide equipment and labor required for lifting and hoisting any material handling units of 2.5 cubic yards, 1,000 lbs. (48” x 40”) into the building areas from waste management trucks and also back out onto trucks when boxes are full.
8. GC’s waste hauler will remove all waste containers from the Project site.

H. Field Offices:

1. Locate facility where it will serve the project adequately and result in minimum interference with the performance of the work. Relocate and modify facilities as required. Furnish facility prior to start of work and remove facility at final completion of project. Provide all utilities to service facility, including electric service, lighting, and other facilities as required.

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

J. Temporary Elevator Use:
1. Use of Owner's elevators will NOT be permitted.
    a. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work, so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

K. Temporary Stairs by General Contractor: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

L. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

M. Other Construction Aids: Provide construction aids and miscellaneous facilities, such as scaffolds, platforms, swing stages, ramps and bridges, incidental sheeting and shoring, and demolition waste chutes to suit project conditions.

N. Existing Elevator: Use of the existing elevator is not permitted.

O. Traffic Controls by General Contractor: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Provide construction site signage on adjacent roads and site to direct public and construction traffic (both vehicular and pedestrian), comply with CM and Owner’s request for all site and road signage. Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.

P. Temporary Signs by General Contractor:

1. Do not permit installation of unauthorized signs.
2. Refer to Site Phasing and Logistics Drawings.
3. Prepare and install up to 4 signs 4’ x 3’ with information to direct and control traffic on site and in building. Apply graphics and text as directed by Construction Manager. Install where directed.
4. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details provided by the Architect.
5. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
6. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer. Architect will provide digital file for graphic. Adhere custom vinyl graphic after paint has cured. Edge seal vinyl graphic using a fine-tip brush, painting the edges of the film with a commercial grade edge sealer.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site. Comply with work restrictions specified in Section 01 10 00 "Summary.”

C. Stormwater Control: Provide silt barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains. Comply with requirements specified in Section 31 10 00 "Site Clearing.” Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.

D. Tree and Plant Protection: General Contractor shall install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.

E. Site Enclosure Fence: Before construction operations begin, install chain-link enclosure fence with lockable entrance gates. Locate where indicated or enclose entire Project site or portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.

1. Set fence posts below grade a minimum of 3 feet.
2. Provide gate in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide CM and Owner with one set of keys and/or access code(s).
4. Provide plywood on fencing adjacent to existing windows and doors.

F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Lock entrances at end of each workday.

G. Site Security: Ensure all windows, doors and gates are closed and secured at the conclusion of each day in scheduled work areas.

H. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.
2. Where indicated on phasing plan provide concrete 'Jersey' barriers.

I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
4. Closure assemblies shall prevent moisture penetration.
5. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
6. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use fire-retardant-treated material for framing and main sheathing.
7. Provide temporary enclosures as required to meet criteria for permanent enclosure no later than the beginning of any of the following Work:

    a. Spray fireproofing.
    b. Interior finishes, including gypsum wallboard finishing, painting and wall coverings.
    c. Architectural woodwork.
    d. Institutional casework.
    e. Install temporary enclosures before time frames stated above when necessary to maintain interior relative humidity levels and temperatures as required to promote drying of concrete and concrete masonry substrates so that they achieve low enough moisture content and vapor emission levels to permit timely installation of finishes.

J. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

1. Construction dustproof partitions of not less than nominal 4-inch studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire retardant plywood on construction side.
2. Construct dustproof, floor-to-ceiling partitions of not less than nominal 4-inch studs, 2 layers of 3-mil polyethylene sheets, inside and outside temporary enclosure. Cover floor with 2 layers of 3-mil polyethylene sheets, extending sheets 18 inches up the side walls. Overlap and tape full length of joints. Cover floor with 3/4-inch fire-retardant plywood.
3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
4. Protect air-handling equipment.
5. Weatherstrip openings.
6. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
7. Provide walk-off mats at each entrance through temporary partition.

K. Exterior Surface Protection:

1. Where sequence of operations exposes exterior finished materials including, but not limited to factory finished metal, anodized metal, glass and the like, to mortars, grouts, alkalis, acids, strong detergents or other materials that may cause damage to adjacent finishes, provide surface protection materials completely over surface to be protected.

2. Comply with surface protection material manufacturer's recommendations. Do not leave materials in place beyond maximum time limit.
3. Remove protection materials completely when at-risk work is complete.

L. Traffic Surface Protection:

1. New Finished Traffic Surfaces: From the time of installation to just before inspection for Substantial Completion, overlay traffic surfaces with traffic protection products as recommended by manufacturer for substrates to be protected. Replace traffic protection products when damaged. Where specified products do not meet construction traffic demands or when required by Architect or Construction Manager, provide more substantial protection as specified below for existing traffic surfaces to remain.
2. Existing Finished Traffic Surfaces to Remain: From the time of one week before the commencement of any work of a phase of any prime contractor in area or areas immediately adjacent to floors to be protected, overlay traffic surfaces with one layer of craft paper and follow with one layer of plywood. Secure plywood with heavy adhesive tape. Maintain protection for duration of work in area and remove just before inspection for Substantial Completion.

M. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
2. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
3. Provide temporary standpipes and hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting.
5. Prohibit smoking and vaping in construction areas.
6. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
7. Coordinate activities with Fire Watch. Notify Fire Watch of hours of operation and planned fire-risk activities such as welding within construction areas.

N. Fire Watch: Provide adequate number of and properly trained personnel to provide fire watch in accordance with NFPA 51B "Standard for Fire Protection During Welding, Cutting and Other Hot Work 1999 Edition, NFPA 101 "Life Safety Code", Articles 9.6.1.8 and 9.7.6.1 (including appendix) and as follows:

1. Fire Watch personnel shall be trained and provide services in compliance with NFPA 601 "Standard for Security Services in Fire Loss Prevention" and shall be acceptable to the Authorities Having Jurisdiction.
2. The responsible party for Fire Watch Services as defined in Division 01 Section "Multiple Contracts Summary" shall be considered "Management" for the purposes of complying with the referenced standards.
3. Fire Watch personnel shall be provided with portable communications to permit immediate communication with school authorities, contractors and public emergency services.
4. Conduct a coordination meeting in advance of the earliest requirement for Fire Watch with the Owner, respective Project Coordinators, Construction Manager, Authorities Having Jurisdiction and Architect.

    a. Develop an emergency response plan for risks associated with construction. Coordinate with Owner's existing security and emergency response plan.
    b. Establish the lines of and order of communications based on each anticipated risk type.
    c. Project Coordinators shall record and transmit minutes of the meeting to attendees and to Fire Watch personnel.

5. Fire Watch shall be provided at the Work by respective responsible entity as defined in Division 01 Section “Multiple Contract Summary.”

    a. When hot work is being conducted.
    b. When fire alarm is not in operation in occupied areas for time greater than 4 hours.
    c. When fire suppression system is not in operation in occupied areas for time greater than 4 hours.

6. For the entire duration of time from the blocking of existing stair towers.
7. For the entire duration of time from the disturbance of the egress route.

N. Fire Extinguishers: Class A stored-pressure water-type extinguishers. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.

1. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting.
5. Prohibit smoking/vaping on the Project site and within all building areas.
6. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

O. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection in facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

3.6 MOISTURE AND MOLD CONTROL

A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.

2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    i. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    ii. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Construction Manager.
    iii. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Temporary Facility Changeover for Security and Protection: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination, Removal and Temporary Facility Changeover: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns and dispose of in a legal manner. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Section 017700 "Closeout Procedures."
4. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
5. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

3.8 NO SMOKING

A. Smoking , vaping, and/or use of any tobacco product is not permitted on the entire Project site.

3.9 IDENTIFICATION OR SIGNS

A. Individual contractor signs, other advertisements, or flags will not be permitted.

3.10 COMPLIANCE WITH TEMPORARY FACILITIES AND CONTROLS

A. If contractor does not comply with any of the requirements of this Section, CM reserves the right to recommend to Owner to withhold adequate funds from payment applications to pay for completing the Work as required.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:

1. Division 01 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
2. Division 01 Section "Submittal Procedures" specifies requirements for submittal of the Prime Contractor's Construction Schedule and the Submittal Schedule.
3. Division 01 Section "Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Bidder.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, to extend time limit provided either by manufacturer's warranty or to provide more rights for Owner.

F. Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

G. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

H. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

a. Specification Section number and title.
b. Generic name used in the Contract Documents.
c. Proprietary name, model number, and similar designations.
d. Manufacturer's name and address.
e. Supplier's name and address.
f. Installer's name and address.
g. Projected delivery date or time span of delivery period.
h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit (2) copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Architect's Action: Architect will respond in writing to Contractor within 2 weeks of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

B. Pre-bid Substitution Requests: Submit one copy of each Pre-bid Substitution Request not later than 10 days prior to receipt of Bids for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Refer to Specification Section 00 2625, Substitution Request Form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified material or product cannot be provided.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Bidder’s certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Addendum.
b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated from the information provided it will be rejected.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect and Owner will determine which products shall be used.
3. The material selected by the Architect shall be provided at no additional cost to the Owner.

B. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.

C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:
1. No available domestic product complies with the Contract Documents.
2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily
accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

1. Name of product and manufacturer.
2. Model and serial number.
3. Capacity.
4. Speed.
5. Ratings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions. Deliveries addressed to the project, in general, the Owner, Architect/Engineer, or Construction Manager, will be refused and returned to shipper.

1. Notify Construction Manager and Owner 48 hours in advance of major deliveries.
2. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
4. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
5. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
6. Store products to allow for inspection and measurement of quantity or counting of units.
7. Store materials in a manner that will not endanger Project structure.
8. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
9. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
10. Protect stored products from damage.

B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Retain subparagraph above or below, or both, depending on what is specified in individual Specification Sections.

3. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
4. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that comply with requirements.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product(s)" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other

characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's and Owner's decision will be final on whether a proposed product matches satisfactorily.

    a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect and Owner will select color, pattern, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect and Owner will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COLOR SELECTION

A. Pre-Selected Colors:

1. Where colors have been specifically identified in the Contract Documents, the products provided by the Contractor shall match the selected color to the satisfaction of the Architect or the product will be rejected as non-conforming materials.
2. Manufacturers listed in the specification sections are capable of manufacturing the product specified but may not manufacture the specific selected color identified in the Contract Documents as part of their running line.

B. If additional up-charges are associated with providing the colors identified in the Contract Documents, the Contractor shall be responsible for all such costs and no additional cost to the Owner above the Contract Sum will be considered.

C. Colors Selected During Construction:

1. Products will be selected by the Architect from the standard colors of any of the listed or approved manufacturers, unless a specific color or color price range has been identified prior to bidding.

D. Location of Selected Colors: In general, preselected colors are identified in the following locations:

1. Exposed Interior Finishes: Room Finish Schedule - Color Legend.
2. Other Materials: Individual Specification Sections or notes to the Drawings.

2.3 SUBSTITUTIONS AFTER EXECUTION OF THE AGREEMENT

A. Substitution of Materials: No substitutions of materials will be considered after the Execution of the Contract without a Credit to the Owner unless a Product becomes unavailable through no fault of the Contractor.

B. NO ACTION TO REVIEW THE PROPOSED SUBSTITUTION WILL BE TAKEN BY THE ARCHITECT OR ENGINEER UNTIL THE CONTRACTOR HAS SUBMITTED THE FOLLOWING:

1. A letter itemizing the proposed credit to Owner.
2. A copy of the warranty.

3. A summary of the schedule impact.
4. Properly executed Document 002625, Substitution Request Form.

C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request as included above, or when acceptance will require revision to the Contract Documents.

D. In submitting a substitution request the Contractor acknowledges that:

1. The Contractor shall coordinate installation of the substitution including modifications to other Work.
2. The use of this Substitution will not adversely affect the Project Schedule.
3. If modifications to the work of this contract or another contract are required because of the substitution these modifications shall be made at no additional cost to Owner.
4. The Contractor waives all rights to claims for additional costs or time extension which may subsequently become apparent.

2.4 COMPARABLE PRODUCTS

A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents, and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners, if requested.
5. Samples, if requested.

2.5 USE OF NON-HAZARDOUS MATERIALS:

A. Materials used in this Project shall have no detectable levels of the following hazardous materials.

1. Asbestos of any form or type.
2. Lead in water supply line solder.
3. Lead in paint coatings and finishes.
4. Polychlorinated Biphenyls (PCBs).

B. Upon substantial completion, the Contractor shall submit, on its company letterhead, a signed statement certifying that the products supplied under its Contract had no detectable levels of the hazardous materials listed above in Paragraph 2.5.A. Final payment will not become due until five (5) copies of this letter are submitted (one each for the CM and Architect’s files and three for Owner).

PART 3 - EXECUTION

A. Comply with manufacturers’ instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01 60 00

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SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Field verify existing conditions prior to proceeding with the work. Notify the Architect in writing of any conditions that are significantly different from those indicated on the drawings. Adjust work in accordance with the Architect's instructions.

B. This Section includes general administrative and procedural requirements governing execution of the Work.

C. Requirements and limitations for cutting and patching of Work.

1. A Contractor, subcontractor, or sub-subcontractor requiring the cutting of openings in new Work installed by others shall have such openings cut and patched by the trade which installed the work, and such cutting and patching shall be at the expense of the Contractor, subcontractor, or sub-subcontractor requiring the opening.
2. A Contractor, subcontractor, or sub-subcontractor requiring the cutting of openings or patching of existing materials shall be performed by a sub-contractor with experience in cutting and patching of material being modified and shall be at the expense of the Contractor, subcontractor, or sub-subcontractor requiring the opening.
3. Approval to do such cutting and patching shall be received from the Architect prior to proceeding with the work and shall include installation of such reinforcement of the work as the Architect may direct.
4. All blocking, bracing, reinforcement, or structural enhancement required due to cutting and patching shall be provided at no additional cost to Owner. All patching work shall match adjacent existing Work unless otherwise noted.
5. Contractor, subcontractors, and sub-sub-contractors shall conduct Work in accordance with the Occupational Safety and Health Act of 1970 (OSHA) and all additions, amendments, and revisions thereto.

D. Related Sections include the following:

1. Division 01 Section 017300 "Execution" for additional general administrative and procedural requirements governing execution of the Work.
2. Divisions 02 through 31 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

    a. Requirements in this Section apply to plumbing, mechanical, and electrical installations. Refer to Divisions 21 through 28 Sections for other requirements and limitations applicable to cutting and patching plumbing, mechanical, and electrical installations.

1.3 DEFINITIONS

A. Cutting: Removal of existing or in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 PREINSTALLATION MEETINGS

A. Cutting and Patching Conferences: Prior to commencing Work requiring cutting and patching, meet at Project site with parties involved in cutting and patching to review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching Work. Inform Architect and Construction Manager of scheduled meeting. Require representatives of each Prime Contract directly concerned or affected by the cutting and patching to attend, including the following:

a. Contractor's superintendent.
b. Trade supervisor responsible for cutting operations.
c. Trade supervisor(s) responsible for patching of each type of substrate.
d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.

B. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and structural calculations showing integration of reinforcement with original structure.
7. Architect’s Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.6 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

1. Primary operational systems and equipment.
2. Fire separation assemblies.
3. Air or smoke barriers.
4. Fire-protection systems.
5. Plumbing piping systems.
6. Mechanical systems piping and ducts.
7. Control systems.
8. Communication systems.
9. Fire-detection and -alarm systems.
10. Conveying systems.
11. Electrical wiring systems.
12. Operating systems of special construction.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Sprayed fire-resistive material.
5. Equipment supports.
6. Piping, ductwork, vessels, and equipment.
7. Noise- and vibration-control elements and systems.

D. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

a. Processed concrete finishes.
b. Match-veneer woodwork.
c. Stonework and stone masonry.
d. Ornamental metal.
e. Preformed metal panels.
f. Roofing.
g. Firestopping.
h. Window wall system.
i. Stucco and ornamental plaster.
j. Terrazzo.
k. Carpeting.
l. Finished wood flooring.
m. Wall covering.
n. HVAC enclosures, cabinets, or covers.

1.7 WARRANTY

A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void any warranties required or existing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials. Use materials that are not considered hazardous.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
2. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently, patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations. Cutting tools or saws shall be equipped with bays or containers, or connected to vacuum systems, to minimize dust.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering, and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as a carborundum saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Each Prime Contractor shall do cutting and patching in existing work or work already constructed required for the work involved in their Contract. Patch holes or openings left by him to match the unaltered existing construction:

1. In Work already constructed, lintels and structural supports required to maintain structural integrity shall be provided by the Contractor whose work requires the opening.
2. Cutting of holes, installation of curbs, and temporary, weatherproof, and secured enclosures for penetrations through the existing Work shall be the responsibility of the Prime Contractor whose work requires the penetration. Actual roof flashing and associated work must be executed by a subcontractor, hired by the Prime Contractor, who is acceptable to the manufacturer of the existing roof which shall be certified, in writing, to the Owner and Architect/Engineer by the manufacturer. Existing warranty/guarantee shall be certified as remaining valid.
3. For penetrations through new work, the Prime Contractor whose work requires the penetration shall be responsible to provide the General Contractor of location, size, and configuration required for the penetration well in advance of the scheduled work. Prime Contractor who requires penetrations through the new roof construction shall provide the prefabricated roof curb and temporary, weatherproof, and secured enclosure on top of curb.

E. Each Prime Contractor shall employ skilled and experienced installer to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

F. Each Prime Contractor shall submit written request in advance of cutting or altering elements affecting:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.

G. Should conditions of work or the schedule indicate a change of products from original installation, each Prime Contractor shall submit request for substitution as specified in Section 016000 “Product Requirements”.

1. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.
2. After uncovering work, inspect conditions affecting installation of products or performance of work.
3. Report unsatisfactory or questionable conditions to Construction Manager and Architect/Engineer, in writing; do not proceed with Work until Architect/Engineer has provided further instructions.

H. Each Prime Contractor shall submit written notice to Construction Manager designating the date and time the work will be uncovered.

1. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
2. Provide devices and methods to protect other portions of project from damage.
3. Provide protection from elements for that portion of the project exposed by cutting and patching work and maintain excavations free from water.

I. Each Prime Contractor shall execute cutting, fitting, and patching including excavation and fill, to complete Work and to:

1. Make its several parts fit together properly.
2. Uncover portions of the work to provide for installation of ill-timed work.
3. Remove and replace defective work.
4. Remove and replace work not conforming to requirements of the Contract Documents.
5. Remove samples of installed work as specified for testing.
6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

J. Each Prime Contractor shall execute Work by avoiding damage to other work and providing proper surfaces to receive patching and finishing.

K. Each Prime Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

L. Each Prime Contractor shall restore Work with new products in accord with requirements of Contract Documents.

M. Each Prime Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

N. Each Prime Contractor shall maintain integrity of wall, ceiling, or floor construction, and completely seal voids.

O. Each Prime Contractor shall refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

P. Each Prime Contractor shall identify hazardous substance or condition exposed during the Work and report to the Construction Manager for decision or remedy.

3.4 HAZARDOUS MATERIAL PROVISIONS

A. Potential for Hazardous Materials that may affect the Work: Certain environmental conditions or hazardous materials may exist or be encountered during the Work. Each Prime Contractor shall follow the guidelines listed below for the environmental conditions listed that may exist or be encountered during the Work.

B. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos, mercury, or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager, and Architect of the condition.

1. Lead-Based Paint: Painted and varnished surfaces in buildings built prior to 1978 must be assumed to be coated with lead-based paint. Contractors shall immediately report to Construction Manager any areas suspected to be lead paint for decision or remedy. Contractor shall be responsible for all costs related to removal of lead-based paint items in areas affected by their Work as noted below. All required testing shall be performed in accordance with applicable EPA and HUD standards and guidelines pertaining to lead-based paint inspections.

    a. Lead-Based Paint Disturbance. Each Prime Contractor shall be responsible for lead-based paint disturbance precautions.

        i. For buildings defined as a Child-Occupied Facility (children under the age of 6). When these surfaces are disturbed, that disturbance shall be conducted in accord with the Environmental Protection Agency (EPA) 40 CFR, Part 745 “Lead, Renovation, Repair and Painting Program”. Compliance is to include using EPA licenses and certified trained renovators, Owner and occupant notifications, work area containment, dust minimization, and clean-up certification. Architect/Engineer shall be copied on the Owner and occupant notifications.

        ii. For buildings that are not defined as a Child-Occupied Facility (children under the age of 6), all renovation or new construction work that impacts painted components containing lead shall be performed in accordance with the OSHA Lead-in Construction Standard (29 CFR 1926.62), as applicable to the work being performed; and a proper waste management plan shall be utilized to certify that the waste is tested for hazardous waste classification, as applicable, and properly disposed or recycled. Contractors working on the project are responsible for fulfilling all applicable OSHA requirements pertaining to lead, as well as all other applicable federal, state, or local requirements or regulations pertaining to lead-in construction.

    b. Lead-Based Paint: Demolition and Handling

        i. Contractor shall handle, contain, store, test, transport, and dispose of demolition debris with lead-containing surface coating in accordance with applicable local, state, and federal regulations. Most painted architectural components in fair condition (not blistering, peeling, etc.), by law, may be disposed of as Construction and Demolition (C&D) debris. If deemed necessary for disposal, Contractor shall be responsible for collecting and having analyzed representative samples of the waste. If necessary, samples shall be tested for toxicity using the Toxicity Characteristics Leaching Procedure (TCLP) for lead sufficient to determine whether the debris is a hazardous waste as defined in 40 CFR 261.3, or a residual waste, as defined in 25 PA Code 287.1, and shall include such analysis as required by the disposal facility. A qualified environmental laboratory acceptable to the Architect and Construction Manager shall conduct tests. A copy of all testing shall be forwarded to the Architect, Construction Manager and Owner.
        ii. The Contractor shall be responsible for the costs of sample collection and laboratory analysis. Alternately, Contractor can assume lead waste generated is a hazardous

waste and TCLP testing is not required, but the waste must then be disposed of and transported as hazardous waste.

iii. If, based on testing, there is any hazardous waste generated and transferred to a hazardous waste disposal facility, Contractor shall provide, within 45 days from the time the material is transferred to the disposal facility, a waste manifest to the Owner that identifies the disposal facility name and address, EPA Identification Number, the identity of the waste material, and a statement certifying that the waste was disposed at that facility, including the date. Forward original document to Owner with a copy to the Architect and Construction Manager.

2. Polychlorinated Biphenyl (PCB) Light Ballasts and Mercury-Containing Fluorescent Light Fixture Recycling and Disposal

   a. PCB Light ballasts:

      i. Ballasts demarcated as non-PCB containing may be recycled as non-PCB ballasts in accordance with applicable industry standards for those types of ballasts.
      ii. Ballast that do not carry a demarcation of non-PCB should be assumed to contain PCB's and recycled as PCB ballasts in a facility that accepts PCB ballasts as universal waste unless they are electronic (no suspect oil). Leaking PCB light ballasts shall be disposed of as hazardous waste unless testing is performed to classify the waste for PCB's.

   b. Fluorescent light tubes should be assumed to contain mercury at levels that could deem them "hazardous waste" for disposal purposes. All fluorescent light tubes impacted by renovation or new construction work shall be sent for recycling as universal waste to a facility that accepts mercury-containing light tubes as part of their universal waste program.

3.5 CLEANING

1. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 29

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SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of each prime contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for Project closeout, including but not limited to:

1. Inspection procedures.
2. Warranties
3. Instruction of Owner's personnel
4. Project record document submittal.
5. Final cleaning.

B. Related Sections include the following

1. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following: List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion if claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Advise Owner of pending insurance change-over requirements.
3. Obtain and submit release enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
4. Submit record drawings, damage or settlement survey, and similar final record information.
5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Complete final clean-up requirements.

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

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. If a reinspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Architect and Construction Manager. The Architect and Construction Manager will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.
3. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following: List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an update final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Design Professional's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Design Professional.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
7. Submit a Contractors Affidavit of Release of Liens using AIA Document G706A.
8. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
9. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
10. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

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

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. If a reinspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Architect and Construction Manager. The Architect and Construction Manager will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Design Professional's reference during normal working hours.

B. Record of Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location of the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work

2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
3. Note related Change Order numbers where applicable.
4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

1. Upon completion of the Work, submit record Specifications to the Design Professional for the Owner's records.

D. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and Submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

1.6 CLOSEOUT DOCUMENTATION SCHEDULE

A. Contractor to submit all final closeout documentation within forty-five (45) days of Substantial Completion. If all closeout documentation is not provided within the allotted time, the Owner reserves their right to initiate a fee of $1,000 per day past the forty-five days after Substantial Completion, until such time all closeout documentation has been received, reviewed, and accepted.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Each prime Contractor is responsible for final cleaning of the work included in their contract. The General Contractor is responsible for overall coordination of the final cleaning. If any Contractor fails to provide final cleaning as specified herein, the Owner reserves the right to perform the final cleaning either with their own personnel or an outside agency. The cost of final cleaning if performed by the Owner or their representatives shall be deducted from the amount due to the contractor responsible. If the responsible contractor cannot be identified, the Owner will apportion the cost to each individual contractor, as necessary.

C. Cleaning: Employ experienced workers or professional cleaners for final cleaning.

1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
g. Sweep concrete floors broom clean in unoccupied spaces.
h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
i. Clean and provide waxing for tile floors as indicated on the Construction Documents.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
m. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
n. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
o. Replace parts subject to unusual operating conditions.
p. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
q. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
r. Clean ducts, blowers, and coils if units were operated without filters during construction.
s. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
t. Leave Project clean and ready for occupancy.

D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

F. Reestablishment of the Work Area

1. Reestablish local HVAC, mechanical and electrical systems in proper working order where needed.
2. Repair any damage that occurred as a result of demolition activities.

G. Project Close-Out

1. Within not more than twenty (20) days of the date of Substantial Completion and prior to the time that any final payment shall become due to the Prime Contractor, the Prime Contractor shall furnish to the Architect all certifications, test reports, disposal manifests and other documentation duly completed in accordance with the requirements of the Contract Documents and any applicable Federal, State or Local law.

END OF SECTION 01 77 00

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Miscellaneous record submittals.

B. Related Sections include the following:

1. Division 01 Section 011250 "Multiple Contract Summary" for coordinating Project Record Documents covering the Work of multiple contracts.
2. Division 01 Section 017300 “Execution” for property survey requirements.
3. Division 01 Section 017700 "Closeout Procedures" for general closeout procedures.
4. Divisions 02 through 33 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Each Prime Contractor shall scan and submit one marked-up .pdf set of record drawings electronically to the Architect and Construction Manager.
2. Submit each drawing whether or not changes and additional information were recorded.
3. Each Prime Contractor shall submit requirements of the Code Enforcement office and Township, City, and/or Boro officials on annotated PDF electronic files and directories and/or paper copies of each submittal as required.

B. Miscellaneous Record Submittals:

1. See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit required annotated PDF electronic files and directories and/or paper copies of each submittal as required.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect and Construction Manager.
e. Name of Contractor.

C. Township, City, and Boro requirements for Record Drawings:

1. In addition to requirements specified in this section and other sections of the specifications, Record Drawings shall include the requirements of the Code Enforcement office and Township, City, and/or Boro officials.

1.5 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals in format required by Architect of marked-up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.6 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager’s reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

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SECTION 020900

SUMMARY OF WORK – ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections apply to this Section. Asbestos Abatement – Summary of Work was prepared by Element Environmental Solutions, Inc. (E2S), by a Pennsylvania Licensed Asbestos Project Designer (#012648), under E2S Project 1041.0025.

1.2 SUMMARY

A. Section Includes:

Technical specifications for:

1. Removal and disposal of asbestos-containing materials (ACM) at the Council Rock School District – Chancellor Center, as detailed below.
2. Refer to Abatement Drawings ASB-01 through ASB-03 for representative locations of asbestos-containing materials (ACM) included in the Abatement Contract, including project notes.
3. Reference all other project drawings included with the Bid Documents for coordination between abatement, demolition, new construction, etc., as applicable.

1.3 SEPARATE CONTRACTS

Renovations to the existing Chancellor Center

1.4 PERFORMANCE REQUIREMENTS

A. Coordinate abatement activities under the work of this contract with the Construction Manager, Architect, Environmental Consultant, and the Owner at project meetings prior to the start of construction, as applicable, and within agreed upon timeframes; and throughout the project.

B. Work shall be performed in accordance with these specifications, including all codes, regulations, and requirements pertaining to the work detailed below in Scope of Work.

1.5 GENERAL REQUIREMENTS

A. Any Contractor performing asbestos abatement activities must be licensed as an asbestos abatement contractor by the Pennsylvania Department of Labor and Industry (PA DLI), and shall provide documentation prior to starting work.

B. Asbestos Abatement Workers and Supervisors must also be licensed as such by PA DLI and have current licenses on-site at all times. An Asbestos Supervisor must be on site at all times during abatement activities.

C. Abatement Contractor will be responsible for preparing and submitting proper notifications to governing agencies including EPA, DEP, and PA DLI as applicable, in a timely manner sufficient to be able to perform the work without delaying the project.

D. Abatement Contractor will be responsible for means and methods necessary to access and remove all asbestos-containing materials (ACM).

E. All abatement activities, removal procedures, etc. will be performed in strict accordance with the most stringent governing regulations that apply, including but not limited to the following:

- PA DLI – Accreditation and Licensing Acts
- EPA's AHERA and NESHAP's Regulations
- OSHA's Asbestos and Lead in Construction Standards
- All other federal, state and local regulations that apply

Where a conflict arises between specifications and regulations, the most stringent takes precedence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ASBESTOS ABATEMENT – SCOPE OF WORK

A. Base Bid

Ground Floor

1. Removal and proper disposal of five (5) existing exterior window systems (including trim, stools and apron) associated with the 1894 Building, in their entirety, and all associated asbestos-containing window caulk and glazing, as indicated on Drawing ASB-01. Abatement Contractor will coordinate all exterior work (window removal), sequencing, and schedules with the General Contractor and will complete demolition and abatement in a timely manner to allow for construction and installation of new windows. The General Contractor will provide temporary enclosures for the window openings, upon completion of abatement/demo.

See Drawing No. ASB-01 for the representative locations of the windows included in the abatement contract for removal and disposal. See Removal Procedures – Asbestos below, for details on removal and disposal requirements.

First Floor

1. Removal and proper disposal of approximately 6,350 S.F. of non-ACM plaster ceilings and associated soundproofing insulation (ACM paper wrap and non-ACM insulation), located above the plaster ceilings between the existing wood joists, in the 1871 and 1918 Buildings.

See Drawing ASB-02 for representative locations of non-ACM plaster ceilings and ACM soundproofing insulation included in the abatement scope of work. See Removal Procedures – Asbestos below, for details on removal and disposal requirements. Coordination may be required with the Demolition/Mechanical Contractor regarding the duct troughs (scheduled for demolition) that are attached to, or in the vicinity of, the existing plaster ceilings, in certain locations.

2. Removal and proper disposal of approximately 5 L.F. of asbestos-containing pipe insulation located above the plaster ceiling in the 1932 Building (minor demolition required to access). Additional ACM pipe and/or fitting insulation located above hard ceilings or inside walls (inaccessible), if identified during demo, will be handled under unit prices/allowances.

   See Drawing No. ASB-02 for the representative location of identified ACM pipe insulation included in the abatement scope of work. See Removal Procedures – Asbestos below, for details on removal and disposal requirements.

3. Removal and proper disposal of two (2) existing interior window systems (including trim, stools and apron) associated with the 1871/2002 Buildings (original exterior of the 1871 Building, now part of the 2002 Addition - Lobby), in their entirety, and all associated asbestos-containing window caulk and glazing, as indicated on Drawing ASB-02.

   See Drawing No. ASB-02 for the representative locations of the windows included in the abatement contract for removal and disposal. See Removal Procedures – Asbestos below, for details on removal and disposal requirements.

4. Removal and proper disposal of existing built-in chalkboards and associated trim, and associated adhesive (assumed ACM – if present) located throughout the First Floor, as indicated on Drawing ASB-02.

   See Drawing No. ASB-02 for the representative locations of the chalkboards and adhesive included in the abatement contract for removal and disposal. See Removal Procedures – Asbestos below, for details on removal and disposal requirements.

Second Floor

1. Removal and proper disposal of two (2) existing interior window systems (including trim, stools and apron) associated with the 1871/2002 Buildings (original exterior of the 1871 Building, now part of the 2002 Addition – Work Room), in their entirety, and all associated asbestos-containing window caulk and glazing, as indicated on Drawing ASB-03.

   See Drawing No. ASB-03 for the representative locations of the windows included in the abatement contract for removal and disposal. See Removal Procedures – Asbestos below, for details on removal and disposal requirements.

2. Removal and proper disposal of existing built-in chalkboards and associated trim, and associated adhesive (assumed ACM – if present) located throughout the Second Floor, as indicated on Drawing ASB-03.

   See Drawing No. ASB-03 for the representative locations of the chalkboards and adhesive included in the abatement contract for removal and disposal. See Removal Procedures – Asbestos below, for details on removal and disposal requirements

Quantities provided are estimated; Contractor to field verify site conditions and quantities prior to bidding and is responsible for the removal and disposal of all materials identified on the drawings.

B. Alternate Bids

There are NO Alternate Bids included in the Abatement Contract.

C. Unit Prices/Allowances

See Bid Form for Asbestos Abatement (Bid Package #5 – Abatement Construction) for allowances and unit prices that are included in the Base Bid for Asbestos Abatement.

D. Schedule

Reference the overall project schedule included in the Bid Documents, for project phasing and durations. Abatement Contractor shall coordinate all abatement, including scheduling and sequencing, with the Owner, Construction Manager, Architect, Environmental Consultant, and all trades. Abatement Contractor will complete abatement in a timely manner to allow for the start of construction in each area. Actual start dates are tentative and are subject to change; if necessary, coordination may be required to adjust the schedule accordingly. Contractor shall provide sufficient manpower to meet contract schedules and shall coordinate abatement with the other trades, as needed, for scheduling and sequencing of work, including any required demolition prior to abatement.

E. REMOVAL PROCEDURES - ASBESTOS

ACM Soundproofing Insulation (Above Plaster Ceiling)

Contractor shall perform the removal of non-ACM ceiling plaster and asbestos-containing soundproofing insulation located above plaster ceilings (between wood joists) under full containment with a 3-stage decontamination chamber in place, under negative pressure, using wet removal methods. Full containment shall consist of 2-layers of 6-mil polyethylene sheeting for critical barriers, 2-layers of 6-mil poly sheeting on walls, and 2-layers of 6-mil poly sheeting on floors. Contractor shall erect proper signage to meet OSHA regulated area requirements.

Contractor shall remove non-ACM plaster ceilings in their entirety, down to existing wood joists, via demolition methods, to access and remove ACM soundproofing that is located above the plaster ceiling between existing wood joists (joists are 16” on center). Soundproofing insulation shall be removed in its entirety, including the ACM paper wrap and associated non-ACM “horsehair” insulation. In locations where electrical/mechanical devices or components are attached to the ceilings (i.e., diffusers, lights, speakers, fire alarms, etc.), Abatement Contractor shall temporarily support devices and leave them in place. Contractor shall NOT begin demolition of existing plaster ceilings until critical barriers are in place and a negative pressure regulated area has been established in case ACM debris exists above the ceiling. If existing ACM debris is identified on ceilings, the debris and contaminated ceiling shall be removed and disposed of as friable asbestos; otherwise, uncontaminated ceilings may be disposed of as demolition debris.

Quantities provided are based on wall-to-wall calculations. Prior to any work involving demolition of the existing plaster ceilings, abatement contractor to work with both the General and Mechanical contractors to coordinate the shut-down of HVAC equipment, etc. feeding the work areas, prior to ceiling demolition and subsequent abatement.

Upon completion of the gross removal, Contractor shall remove wall and floor poly, where present, (critical barriers left in place) and fine clean the entire work area, including remaining ceiling substrates and exposed components, so it is free of ACM debris. Upon completion of removal and visual inspection, Contractor shall encapsulate the work area. ACM soundproofing must be disposed of as Friable Asbestos in an EPA-approved asbestos landfill. All waste shall be properly packaged and labeled, and manifested, according to regulation for the type of materials.

ACM Pipe Insulation/Fitting Insulation

Contractor shall perform the removal of asbestos-containing pipe/fitting insulation with critical barriers and a 3-stage decontamination chamber in place (where applicable based on quantity of ACM to meet OSHA requirements), under negative pressure, using wet removal methods, and using glove-bag removal techniques in accordance with regulations. Critical barriers shall consist of 2 layers of 6-mil polyethylene sheeting, and Contractor shall erect proper signage to meet OSHA regulated area requirements. Contractor shall place a 6-mil "drop cloth" beneath piping in all locations of glove-bag removal and shall operate a HEPA-vacuum in conjunction with the glove-bag removal process. When removing ACM fitting insulation, Contractor shall remove fiberglass pipe insulation at least 2" back from the ACM fitting insulation, as a buffer zone.

The identified ACM pipe insulation is located above a plaster ceiling requiring demolition to access (abatement contractor to provide the minor demolition to access). For ACM pipe/fitting insulation inside walls or above hard ceilings that may be uncovered during demolition, once accessible based upon scope of selective demo, actual quantities of ACM pipe/fitting insulation will be verified at that time, and handled accordingly using unit prices and quantity allowances.

Upon completion of removal and visual inspection, Contractor shall apply an approved encapsulant to the pipe substrate. ACM pipe/fitting insulation must be disposed of as Friable Asbestos in an EPA-approved asbestos landfill. All waste shall be properly packaged and labeled, and manifested, according to regulation for the type of materials

Chalkboards and Associated Adhesive

Contractor shall perform the removal of built-in chalkboards/trim and associated assumed asbestos-containing adhesive (if present) inside of a tent enclosure, with a 1-stage decontamination chamber in place, under negative pressure, and using wet removal methods. Tent enclosure shall be constructed of 1 layer of 6-mil polyethylene sheeting for walls, ceiling, and floor. Contractor shall erect proper signage to meet OSHA regulated area requirements. **If the chalkboards are located in an abatement work area already under full containment (see ACM soundproofing above), the construction of tent enclosures is not necessary.**

Since the building is scheduled for renovation and NOT demolition, Contractor shall take care when removing the adhesive so as to not significantly damage the existing substrate; General Contractor (GC) is to the patch resulting wall finish, as needed. All materials, if not rendered friable, may be disposed of as Category I Non-Friable Asbestos Waste in a landfill that accepts such material. All waste shall be properly packaged and labeled, and manifested, according to regulation for the type of materials.

Interior ACM Window Caulk/Glazing (Window System Removal)

Contractor shall perform the removal and disposal of the select window systems, and associated asbestos-containing interior window caulk and glazing, inside of a tent enclosure, with a 1-stage decontamination chamber in place, under negative pressure, and using wet removal methods. Tent enclosure shall be constructed of 1 layer of 6-mil polyethylene sheeting for walls, ceiling, and floor. Contractor shall erect proper signage to meet OSHA regulated area requirements. **If the window systems are located in an abatement work area already under full containment (see ACM soundproofing above), the construction of tent enclosures is not necessary**.

Scope of work involving the interior window systems includes removal and disposal or salvage of the entire window assembly, including trim, stools, and aprons, and all associated asbestos-containing caulk and glazing, intact. Removal process for caulking that remains adhered to the interior walls (if applicable) shall consist of manual scraping, using wet and non-friable removal methods, to remove the caulking from the building substrate.

Window systems shall be placed in an approved waste container for proper transportation and disposal to the landfill. Waste Container shall be covered and locked at all times the Contractor is not on site, to prevent access to the public. Upon completion of the removal, Contractor shall visually inspect the work area for possible ACM debris. **Contractor shall leave the site clean and free of ACM debris.**

Exterior ACM Window Caulk/Glazing (Window System Removal)

Contractor shall perform the removal and disposal of the select window systems, and associated asbestos-containing exterior window caulk and glazing, using wet removal methods and non-friable removal techniques. Contractor shall begin by covering the ground in the immediate areas of removal with one (1) layer of 6-mil poly sheeting, secured at least ten (10) feet in all directions, wherever feasible, or at a sufficient distance to contain potential debris, to act as a drop cloth and contain any debris that may fall during the removal process. Contractor shall also seal all openings to inside the building (i.e. exhaust duct, penetrations, etc.) and seal the windows inside the building in the locations where windows are removed (attach to walls on each side of window prior to removal), using 6-mil poly sheeting as a critical barrier, to prevent potential fiber release inside the building. Appropriate OSHA warning signs, barrier tape, etc. shall be posted at the access points to the work area, to prevent entry by unauthorized personnel.

Scope of work involving the exterior window systems includes removal and disposal or salvage of the entire window assembly, including trim, stools, and aprons, and all associated asbestos-containing caulk and glazing, intact. Removal of exterior ACM shall be performed, at a minimum, in accordance with the Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP's) regulation, which requires non-friable, wet removal techniques with no visible emissions; and the Occupational Safety and Health Administration (OSHA) Asbestos Construction Standard, which regulates work practices and employee protection during asbestos removal projects. Removal shall be performed using work practices that prevent the caulk/glazing from becoming friable, including wet-misting techniques and operating a high-efficiency particulate air (HEPA) vacuum in the immediate vicinity of the removal. The use of tools or operations that may sand, grind, or abrade, or otherwise render the materials friable, are not allowed. Removal process for caulking that remains adhered to the building (if applicable) shall consist of manual scraping, using wet and non-friable removal methods, to remove the caulking from the building substrate.

Window systems shall be safely lowered (not thrown or dropped) to the ground upon removal and placed in an approved waste container for proper transportation and disposal to the landfill. Waste Container shall be covered and locked at all times the Contractor is not on site, to prevent access to the public. Upon completion of the removal, Contractor shall visually inspect the adjacent areas for possible ACM debris. **Contractor shall leave the site clean and free of ACM debris**.

GENERAL REQUIREMENTS - ASBESTOS

Upon completion of the ACM removal and final cleaning, Environmental Consultant (ENV) will perform a visual inspection of each work area. At such time that the work area passes visual inspection, Contractor will encapsulate the work area in accordance with specifications. Contractor shall not encapsulate concrete floors. Environmental Consultant will perform final air clearance testing in accordance with AHERA regulations and specifications. If clearance test results do not meet clearance criteria, as defined in Section 020915, Contractor is responsible to re-clean at no additional cost to Owner and may be responsible for additional costs related to the additional final clearance sampling and analysis. For this project, clearance sampling will be by

PCM or TEM analysis, based on the quantities and types of materials abated, and removal procedures used (friable, non-friable) in each given work area.

It is the intent for electrical and water service to be made available by the District for Contractor use during the abatement portion of the work; Abatement Contractor is responsible for all connections and supplying electric and water to actual work areas, as necessary, to perform the work detailed in these specifications. Abatement Contractor is also responsible for verifying whether a sufficient power source is available for operating equipment necessary to perform the work as specified or shall provide the necessary means for power and include all costs in Bid.

3.2 ASBESTOS-CONTAINING MATERIALS

The following asbestos containing materials are known or assumed to be present at the worksite based upon the asbestos inspection and sampling; if any other materials are found which are suspected of containing asbestos, immediately notify ENV:

Sound Insulation Wrap (1871/1918 buildings – above plaster ceilings)
Pipe Insulation (1894 building, assumed above ceilings/inside walls throughout)
Interior Window Caulk and Glazing (original exterior of 1871 building)
Exterior Window Caulk and Glazing (1894 building)
Original Chalkboard Adhesive – Throughout (Assumed)

3.3 AIR MONITORING

A. Owner will contract with a third party to have asbestos abatement oversight, air monitoring, and final air clearance air quality testing performed for this project. Contractor is to cooperate fully with the Environmental Consultant. The OSHA PEL of 0.10 fibers/cc will be used to determine effectiveness of contractor work practices and removal procedures. Air sampling of employee breathing zone required by OSHA regulations (Personal Monitoring), and subsequent PPE, is the responsibility of the Contractor. Daily air sampling results during removal determined to be above the OSHA PEL will result in a WORK STOP, until corrective actions are taken.

3.4 OWNER OCCUPANCY

A. The Owner will move out and vacate the building for the duration of the abatement and renovations. Owner's Representatives and other Prime Contractors will occupy portions of the existing building during the period of abatement. Cooperate fully with Owner's Representatives and other Prime Contractors to minimize conflicts and facilitate work. Perform the work so as not to interfere with operations and work being performed by others.

3.5 SUBMITTALS

A. Asbestos Abatement Notification
B. Work Plan and Waste Management Plan
C. Safety Data Sheets (SDS), as applicable
D. Proposed Waste Hauler and Landfill
E. Asbestos Abatement Contractor License
F. Asbestos Abatement Worker and Supervisor Licenses
G. Sub-Contractors (if applicable)

END OF SECTION

SECTION 020901

DEFINITIONS AND STANDARDS - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 DEFINITIONS

A. Definitions in this article are not complete but general to the extent they are not defined elsewhere.

B. Indicated: The term "Indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

C. Directed: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by ENGINEER", "requested by "ENGINEER", and similar phrases. However, no such implied meaning will be interpreted to extend ENGINEER responsibility into CONTRACTOR'S responsibility for construction supervision.

D. Approve: Where used in conjunction with ENGINEER response to submittals, requests, applications, inquiries, reports and claims by CONTRACTOR, the meaning of term "approved" will be held to limitations of ENGINEER responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibilities to fulfill requirements of contract documents.

E. Project Site: The term "project site" is defined as the space available to CONTRACTOR for performance of the WORK, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on the drawings and may or may not be identical with the description of land upon which the project is to be built.

F. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

G. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.

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

I. Installer: The term "installer" is defined as the entity (person or firm) engaged by CONTRACTOR, or its subcontractor or sub- subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

J. Testing Laboratory: The term "testing laboratory" is an entity engaged to perform specific inspections or tests of the WORK, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

K. OWNER'S REPRESENTATIVE is the entity described as the "ENGINEER" in "General Conditions of the CONTRACT for Construction". All references to ARCHITECT or ENGINEER in the contract documents shall in all cases refer to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will represent the OWNER during construction and until final payment is due. The OWNER'S REPRESENTATIVE will advise and consult with the OWNER. The OWNER'S instructions to the CONTRACTOR shall be forwarded through the OWNER'S REPRESENTATIVE.

L. General Superintendent: is the CONTRACTOR'S representative at the work site. This person is the Competent Person required by OSHA in 29 CFR 1926.

1.2 RELATIVE TO ASBESTOS ABATEMENT

A. Aerosol: A system consisting of particles, solid or liquid, suspended in air.

B. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.

C. Air Monitoring: The process of measuring the fiber content of a specific volume of air.

D. Amended Water: Water to which a surfactant has been added.

E. Asbestos: The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

F. Asbestos-Containing Material (ACM): Any material containing more than 1 percent by weight (>1%) of asbestos of any type or mixture of types.

G. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.

H. Authorized Visitor: The OWNER, the OWNER'S REPRESENTATIVE, testing lab personnel, the ARCHITECT/ENGINEER or a representative of any federal, state and local regulatory or other agency having authorization over the project.

I. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

J. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

K. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

L. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified by the American Board of Industrial Hygiene.

M. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

N. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.

O. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.

Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

Removal encapsulant: a penetrating encapsulant specifically designed for removal of asbestos-containing materials rather than encapsulation.

P. Encapsulation: Treatment of asbestos-containing materials, with an encapsulant.

Q. Enclosure: Abatement of ACM by the construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

R. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

S. Friable Asbestos Material: Material that contains >1% asbestos by weight, and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

T. Glove-bag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with two inward projecting long-sleeve gloves, which are designed to enclose an object from which an asbestos-containing material is to be removed.

U. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 of asbestos fibers greater than 0.3 microns in length.

V. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be 99.97 efficiency for retaining fibers of 0.3 microns or larger.

W. High-Efficiency Particulate Air Filter (HEPA): A filter which removes from air 99.97 or more of monodisperse dioctyl phthalate (DOP) particles having a mean particle diameter of 0.3 micrometer.

X. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

Y. Negative Pressure Ventilation System: A pressure differential and ventilation system.

Z. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

AA. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

BB. Repair: returning damaged ACM to an undamaged condition to prevent fiber release.

CC. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

DD. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

EE. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

FF. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

GG. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

HH. Work Area: The area where asbestos related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.

1.3 GENERAL APPLICABILITY OF STANDARDS

A. Except to the extent that 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 contract documents by reference) as if copied directly into CONTRACT DOCUMENTS, or as if published copies were bound herewith.

B. Refer to the other CONTRACT DOCUMENTS for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work.

C. Refer to individual unit of work sections for indications of which specialized codes and standard the CONTRACTOR must keep at the project site, available for reference.

D. References Standards (referenced directly in CONTRACT DOCUMENTS or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.

E. Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of date of the CONTRACT DOCUMENTS.

1.4 COPIES OF STANDARDS

A. The CONTRACT DOCUMENTS require that each entity performing work be experienced in that part of the WORK being performed.

B. Each entity is also required to be familiar with recognized industry standards applicable to that part of the WORK.

C. Where copies of standards are needed for proper performance of the WORK, the CONTRACTOR is required to obtain such copies directly from the publication source.

D. Although certain copies of standards needed for enforcement of the requirements may be required submittals, the OWNER'S REPRESENTATIVE reserves the right to require the CONTRACTOR to submit additional copies of these standards as necessary for enforcement of the requirements.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

END OF SECTION

SECTION 020902

CODES AND REGULATIONS - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

A. Governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification.

B. Notices and permits which are known to the OWNER and which either must be applied for and received, or which must be given to governmental agencies before start of work.

1.2 CODES AND REGULATIONS

A. Except to the extent that more explicit or more stringent requirements are written directly into the CONTRACT DOCUMENTS, all applicable codes, regulations, and standards 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 are bound herewith.

B. The CONTRACTOR shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

C. The CONTRACTOR is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations.

D. The CONTRACTOR shall hold the OWNER and OWNER'S REPRESENTATIVE harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his SUBCONTRACTORS.

1.3 FEDERAL REQUIREMENTS

A. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), including but not limited to:

Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules
Title 29, Part 1910, Section 1001 and Part 1926, Section 58 of the Code of Federal Regulations

Respiratory Protection
Title 29, Part 1910, Section 134 of the Code of Federal Regulations

Construction Industry
Title 29, Part 1926, of the Code of Federal Regulations

Access to Employee Exposure and Medical Records Title 29, Part 1910, Section 20 of the Code of Federal Regulations

Hazard Communication
Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags Title 29, Part 1910, Section 145 of the Code of Federal Regulations

B. U.S. Department of Transportation Hazardous Substances
Title 29, Parts 171 and 172 of the Code of Federal Regulations

C. U.S. Environmental Protection Agency (EPA) including but not limited to:

Asbestos Abatement Projects; Worker Protection Rule
Title 40 Part 763, Sub-part G of the Code of Federal Regulations

Asbestos Hazard Emergency Response Act (AHERA) Regulation
Asbestos Containing Materials in Schools Final Rule & Notice
Title 40, Part 763, Sub-part E of the Code of Federal Regulations

Training Requirements of (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice
Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations

National Emission Standard for Hazardous Air Pollutants (NESHAPS)
National Emission Standard for Asbestos
Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations

1.4 STATE REQUIREMENTS

PENNSYLVANIA -

Pennsylvania Department of Environmental Protection
Notification prior to removal as required

Pennsylvania Department of Labor and Industry
Notification prior to removal as required

1.5 LOCAL REQUIREMENTS

A. Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.

1.6 STANDARDS

A. ANSI Z9.2-79: Fundamentals Governing the Design and Operations of Local Exhaust Systems Publication

B. ANSI Z88.2-80: Practices for Respiratory Protection Publication

C. Simplified Sampling Scheme for Friable Surfacing Materials.

D. Laboratories with Polarized Light Microscopy Capabilities for bulk asbestos identification.

E. Respiratory Protection for the Asbestos Abatement Industry. EPA-560-0PTS-86-001

F. ASTM E849: Safety and Health Requirements Relating to Occupational Exposure

1.7 NOTICES

A. U.S. Environmental Protection Agency

Send written notification as required by US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS Contact at least 10 days prior to beginning any work on asbestos-containing materials. Send notification to the following address; send copies to ENGINEER and OWNER.

REGION 3:
Asbestos NESHAPS Contact
Air & Waste Management Division
USEPA
841 Chestnut Street
Philadelphia, PA 19107
(215) 597-6552

B. Include the following information in the notification sent to the NESHAPs Contact:

Name and address of OWNER or operator.

Description of the facility being demolished or renovated, including the size, age, and prior use of the facility.

Estimate of the approximate amount of friable asbestos material present in the facility in terms of linear feet of pipe, and surface area on other facility components.

Location of the facility being demolished or renovated.

Scheduled starting and completion dates of demolition or renovation.

Nature of planned demolition or renovation and method(s) to be used.

Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61 Subpart M).

Name and location of the waste disposal site where the friable asbestos waste material will be deposited.

For facilities being demolished under an order of a state or local governmental agency, issued because the facility is structurally unsound and in danger of imminent collapse, the name, title, and authority of the state or local governmental representative who has ordered the demolition.

1.8 STATE AND LOCAL AGENCIES

Send written Notification as required by state and local agencies prior to beginning any work on asbestos-containing materials. Send copies to OWNER and ENGINEER including copies of receipts showing that notification was received by the agencies and the date received.

1.9 PERMITS

An annual "Industrial waste hauler permit" specifically for asbestos-containing materials, is required for transporting of waste asbestos-containing materials to a disposal site.

1.10 LICENSES

A. Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this CONTRACT.

B. Maintain two (2) copies of applicable federal, state and local regulations above. Post one copy of each at the job site. Keep on file in CONTRACTOR'S office one copy of each.

1.11 SUBMITTALS

A. Before Start of WORK submit the following to the OWNER'S REPRESENTATIVE for review.

1. Notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.

2. Copies of current valid permits required by state and local regulations.
3. Copies of all state and local licenses and permits necessary to carry out the work of this CONTRACT.
4. Copies of notices required by federal, state, and local agencies together with proof of timely transmittal to the agency.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

END OF SECTION

SECTION 020903

ABATEMENT AIR MONITORING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Air monitoring carried out by the OWNER'S REPRESENTATIVE to verify that the building beyond the WORK AREA and the outside environment remain uncontaminated.

B. Establish airborne fiber levels both inside and outside the WORK AREA as action levels.

C. Action required by the CONTRACTOR if an action level is met or exceeded.

1.2 WORK BY OTHERS

Air monitoring required by OSHA is the CONTRACTOR'S responsibility and is not covered in this section.

1.3 **DELETED**

1.4 AIR MONITORING

A. The purpose of the air monitoring by the OWNER'S REPRESENTATIVE will be to detect faults in the WORK AREA isolation such as:

1. Contamination of the building outside of the WORK AREA with airborne asbestos fibers,
2. Failure of filtration or rupture in the negative pressure system,
3. Contamination of the exterior of the building with airborne asbestos fibers.

B. Should any of the above occur, the CONTRACTOR shall immediately cease asbestos abatement activities until the fault is corrected. WORK shall not recommence until authorized by the OWNER'S REPRESENTATIVE.

C. The OWNER'S REPRESENTATIVE will monitor airborne fiber counts in the WORK AREA to detect airborne fiber counts which may significantly challenge the ability of the WORK AREA isolation procedures.

D. WORK AREA clearance to determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the OWNER'S **REPRESENTATIVE** will sample and analyze air per Section 020915.

E. The OWNER'S REPRESENTATIVE will be conducting air monitoring throughout the course of the project.

1.5 STOP ACTION LEVELS

A. Maintain an average airborne count in the WORK AREA of less than 0.5 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts.

B. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all WORK, leave negative air system in operation and notify OWNER'S REPRESENTATIVE. Do not recommence WORK until subsequent testing indicates acceptable fiber counts.

C. If airborne fiber counts exceed 1.0 fibers per cubic centimeter for any period of time, cease all WORK until fiber counts fall below 0.5 fibers per cubic centimeter and notify OWNER'S REPRESENTATIVE. Do not recommence WORK until subsequent testing indicates acceptable fiber counts.

D. If any air sample taken outside of the WORK AREA exceeds the base line established below, immediately and automatically stop all WORK. If this reading was taken inside the building but outside the critical barriers immediately erect new critical barriers to isolate the affected area from the balance of the building.

Decontaminate the affected area in accordance with Section 020914 Cleaning and Decontamination Procedures. Follow all protective measures as outlined in other sections of this Specification.

E. The CONTRACTOR shall be responsible for costs for all additional air monitoring and clearance testing required due to the contamination.

1.6 FIBERS COUNTED

A. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts. "Airborne Fibers" referred to above include all fibers regardless of composition as counted in the NIOSH 7400 Procedures.

B. If WORK has stopped due to high airborne fiber counts, the CONTRACTOR may request that air samples be secured by the OWNER's REPRESENTATIVE for analysis by Transmission Electron Microscopy. "Airborne Fibers" counted in samples analyzed by Transmission Electron Microscopy shall be only asbestos fibers, but of any diameter and length.

C. If Transmission Electron Microscopy is used to arrive at the basis for determining "Airborne Fiber" counts in accordance with the above paragraph, and if the average of airborne asbestos fibers in all samples taken exceeds 0.5 fibers per cubic centimeter, or if anyone sample exceeds 1.0 fibers per cubic centimeter, then the cost of such analysis will be borne by the CONTRACTOR, at no additional cost to the OWNER.

D. Transmission Electron Microscopy will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.7 AIR SAMPLE

A. The number and volume of air samples taken by the OWNER'S REPRESENTATIVE will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.

B. Samples will be collected on 25 mm cassettes with 50 mm extension cowls.

PCM: 0.8 micrometer mixed cellulose ester.

TEM: 0.45 micrometer polycarbonate.

1.8 BACKGROUND SAMPLES

A. The OWNER'S REPRESENTATIVE may collect air samples to establish a baseline prior to the start of WORK.

B.

Location	Number	Method	Rate (L/M)	Minimum Volume (L)
Each Work Area	1	PCM	10-15	1,200

1.9 PROJECT SAMPLES

A. The OWNER'S REPRESENTATIVE may collect the following project samples on a daily basis during the WORK:

B.

Location	Number	Method	Rate (L/M)	Minimum Volume (L)
Each Work Area	1	PCM	1-3	200
Outside Each Work Area	2	PCM	1-3	200
Clean Room	1	PCM	1-3	200
Negative Air Exhaust	1	PCM	1-3	200

C. The OWNER'S REPRESENTATIVE may collect additional samples as needed.

1.10 LABORATORY TESTI NG

The services of a testing laboratory will be employed by the OWNER to perform laboratory analysis of the air samples. A technician will be at the job site, and samples will be sent daily so that verbal reports on air samples can be obtained within 24 hours.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.1 ADDITIONAL TESTING

The CONTRACTOR may conduct his own air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing shall be included in the Contract Sum.

3.2 PERSONAL MONITORING

The CONTRACTOR shall perform air monitoring as required to meet OSHA Requirements for maintenance of Time Weighted Average (TWA) fiber counts for types of respiratory protection provided. OWNER'S REPRESENTATIVE will not be performing air monitoring to meet these OSHA requirements.

END OF SECTION

SECTION 020904

DIFFERENTIAL PRESSURE AND AIR CIRCULATION SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Establishing, operating and maintaining a differential pressure ventilation system.

1.2 SUBMITTALS

A. Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines.

B. Description of projected air flow within work area and methods required to provide adequate air flow in all portions of the WORK AREA.

C. Manufacturer's product data on the HEPA filtered fan units to be used.

D. Location of the machines in the work space.

E. Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power.

F. Description of work practices to ensure that airborne fibers travel downstream from workers.

1.3 QUALITY ASSURANCE

A. Monitor pressure differential across Decontamination Unit with a differential pressure meter equipped with a strip chart recorder.

B. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PART 2 PRODUCTS

2.1 HEPA FILTERED FAN UNITS

A. Cabinet shall be factory sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from intake end.

B. Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

C. The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame.

D. A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.

E. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A.

F. Each filter shall bear a UL586 label to indicate ability to perform under specified conditions.

G. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

H. Two stages of pre-filters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter.

I. Each unit shall be equipped with a Magnahelic gauge or manometer to measure the

pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the usable air-handling capacity for various static pressure readings on the Magnahelic gauge shall be affixed near the gauge for reference, or the Magnahelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point.

J. Provide units equipped with an elapsed time meter to show the total accumulated hours of operation.

K. The unit shall have an electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter. Units shall be equipped with automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge.

L. Warning lights are required to indicate normal operation, too high a pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).

M. Electrical components shall be approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL).

N. Each unit shall be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.

2.2 ACCEPTABLE MANUFACTURERS

Aerospace America, Inc. 900 Truman Parkway P. O. Box 189 Bay City, Michigan 48707	"Aero-Clean 2000"
Asbestos Control Technology, Inc. P. O. Box 183 Maple Shade, NJ 08052	"Micro-Trap"
Control Resource Systems, Inc. 670 Mariner Drive Michigan City, Indiana 46360	"Hog" 2000
Global Consumer Services, Inc. 1721 N. Highland Avenue Los Angeles, CA 90028	"Red Baron"
Trim-Dim Filter Corporation 1431 West Lake Street Chicago, Illinois 60607	"ACCU-2M"

PART 3 EXECUTION

3.1 PRESSURE DIFFERENTIAL

A. Provide a fully operational differential pressure and air circulation system within the WORK AREA maintaining continuously a pressure differential across WORK AREA enclosures.

B. Demonstrate to the OWNER'S REPRESENTATIVE the pressure differential by use of a pressure differential meter or a manometer, before disturbance of any asbestos containing materials.

C. Continuously monitor and record the pressure differential between the WORK AREA and the building outside of the WORK AREA with a monitoring device incorporating a

strip chart recorder.

3.2 PREPARATION OF THE WORK AREA

A. Provide fully operational HEPA filtered fan units supplying a minimum of one air change every 15 minutes.

B. Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

C. Locate exhaust unit(s) so that makeup air enters WORK AREA primarily through decontamination facilities and traverses WORK AREA as much as possible.

D. Place end of unit or its exhaust duct through an opening in the plastic barrier or wall covering. The plastic around the unit or duct shall then be sealed with tape.

E. Vent to outside of building, unless authorized in writing by the OWNER'S REPRESENTATIVE.

F. Provide supplemental inlets where required for proper air flow through the work space in location approved by the OWNER'S REPRESENTATIVE by making openings in the plastic sheeting that allow air from outside the building into the WORK AREA.

G. Locate auxiliary makeup air inlets as far as possible from the exhaust unit(s), off the floor (preferably near the ceiling), and away from barriers that separate the WORK AREA from occupied clean areas.

H. Cover with flaps to reseal automatically if the negative pressure system should shut down for any reason. Spray flap and around opening with spray adhesive so that flap seals if it closes.

3.3 START UP OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATING SYSTEM

A. Each unit shall be serviced by a dedicated circuit with overload device tied into an existing building electrical panel which has sufficient spare capacity to accommodate the load of all negative pressure units connected.

B. Before any asbestos-containing material is wetted or removed, and after the WORK AREA has been prepared, the decontamination facility set up, and the HEPA filtered fan unit(s) installed, start the unit(s) (one at a time) to demonstrate the system.

C. Proper operation of the system will exhibit, the following:

Plastic barriers and sheeting move slightly in toward WORK AREA,

Curtain of decontamination units move slightly in toward WORK AREA,

There is a noticeable movement of air through the decontamination unit.

Use smoke tubes to demonstrate a positive motion of air.

Use a differential pressure meter or manometer to demonstrate a pressure difference of at least 0.02 inches of water across every barrier separating the WORK AREA from the balance of the building or outside.

D. Modify the system as necessary to successfully demonstrate the above.

3.4 USE OF SYSTEM DURING ABATEMENT OPERATIONS

A. Start HEPA filtered fan units before beginning work.

B. After abatement work has begun, run units continuously to maintain a constant negative pressure until decontamination of the WORK AREA is complete.

C. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.

D. Do not shut down system during encapsulating procedures, unless authorized by the OWNER'S REPRESENTATIVE in writing.

E. Start abatement work at a location farthest from the exhaust units and proceed toward them.

F. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and exhaust units are operating again.

G. At completion of abatement work, allow exhaust units to run as specified under Section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the WORK AREA with clean makeup air.

3.5 DISMANTLING THE SYSTEM

A. When a final inspection and the results of final air tests indicate that the area has met the WORK AREA clearance criteria of Section 020915, the exhaust units may be removed from the WORK AREA.

Before removal from the WORK AREA, remove and properly dispose of pre-filter, and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters. The machine shall be cleaned and wrapped with 6 mil polyethylene prior to removing from the WORK AREA.

END OF SECTION

SECTION 020905

TEMPORARY ENCLOSURES

PART 1 GENERAL

1.1 SUBMITTALS

A. Contingency Plans

B. Strippable Coatings: product data, MSDS

C. Spray Cement: product data, MSDS

D. Sheet Plastic: product data, MSDS

E. Signs: samples

PART 2 PRODUCTS

2.1 POLYETHYLENE SHEET

A. A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mils thick, clear, frosted, or black as indicated.

B. Provide flame resistant polyethylene film for all work to be done where hot pipes or equipment are present or where there is a potential for fire, that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films.

2.2 SPRAY PLASTIC

A. Spray plastic which is formulated to adhere to surfaces and peel off cleanly at the completion of the WORK may be used if approved.

B. Damages to finish caused by application or removal of the spray plastic must be repaired and refinished to the satisfaction of the OWNER at no additional cost to the OWNER.

2.3 DUCT TAPE

A. Provide duct tape in 2" or 3" widths as required, with an adhesive which is formulated to tenaciously stick to sheet polyethylene.

B. Damages to finish caused by application or removal of the spray plastic must be repaired and refinished to the satisfaction of the OWNER at no additional cost to the OWNER.

2.4 SPRAY CEMENT

A. Provide spray adhesive which is specifically formulated to stick tenaciously to sheet polyethylene.

B. Damages to finish caused by application or removal of the spray plastic must be repaired and refinished to the satisfaction of the OWNER at no additional cost to the OWNER.

PART 3 EXECUTION

3.1 GENERAL

A. A "WORK AREA" is considered contaminated during the WORK and must be isolated from the balance of the building and decontaminated at the completion of the asbestos-control work.

B. Completely isolate the WORK AREA from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area.

C. Should the area beyond the WORK AREA(s) become contaminated with asbestos-containing dust or debris as a consequence of the WORK, those areas shall be isolated and cleaned in accordance with the procedures indicated for WORK AREAS at no additional cost to OWNER.

D. Place all tools, scaffolding, staging, etc. necessary for the WORK in the area to be isolated prior to erection of the plastic sheeting temporary enclosures.

E. Remove all removable furniture, equipment and supplies that are designated as non-contaminated.

F. Clean all immovable or attached furniture, equipment and fixtures and completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment shall be considered outside the WORK AREA unless covering plastic or seal is breeched.

G. Disable Ventilating Systems or any other system bringing air into or out of the WORK AREA.

H. Lockout power to WORK AREA by switching off all breakers serving power or lighting circuits in WORK AREA.

I. Lockout power to circuits running through WORK AREA wherever possible by switching off all breakers or removing fuses serving these circuits.

J. Install inspection windows in locations shown on the plans or as directed by the OWNER'S
REPRESENTATIVE. Each inspection window is to have a 24" x 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.

3.2 EMERGENCY EXITS

A. Arrange exit door so that it is secure from outside the WORK AREA but permits egress from the WORK AREA.

B. Mark outline of door on primary and critical barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" wide.

C. Utilize existing emergency lighting signs.

3.3 CONTROL ACCESS

A. Isolate the WORK AREA to prevent entry by building occupants into WORK AREA or surrounding controlled areas.

B. Submit to OWNER'S REPRESENTATIVE a list of doors and other openings that must be secured to isolate WORK AREA. Include on list notation if door or opening is in an indicated exit route.

C. After receiving written authorization from the OWNER'S REPRESENTATIVE lock all doors into WORK AREA, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of WORK AREA, to locked doors.

D. Do not obstruct doors required for emergency exits from WORK AREA or from building.

E. Construct partitions or closures across any opening into WORK AREA. Partitions are to be a minimum of 8 feet high.

F. Modify elevator controls to prevent elevators from stopping at doors in WORK AREA(s). This WORK is to be performed by a qualified elevator technician.

G. Replace passage sets on doors required for exiting from WORK AREA with temporary locksets for duration of the project. Use entry type locksets that are key lockable from

one side and always operable from inside. After meeting release criteria set forth in Section 020915 WORK AREA Clearance reinstall original passage sets and adjust for proper operation.

H. Arrange WORK AREA so that the only access into WORK AREA is through lockable doors to personnel and equipment decontamination units. If necessary, install temporary doors with entrance type locksets that are key lockable from the outside and always unlocked and operable from the inside. Do not use dead bolts or padlocks.

I. Where the WORK AREA is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. The visual barrier is in addition to critical primary and secondary barriers. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the OWNER'S REPRESENTATIVE.

J. Provide Warning Signs at each locked door leading to WORK AREA reading as follows:

KEEP OUT

CONSTRUCTION

WORK AREA

PROTECTIVE CLOTHING REQUIRED
BEYOND THIS POINT

K. Immediately inside door and outside critical barriers post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE
REQUIRED IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

3.4 ALTERNATE METHODS OF ENCLOSURE

A. Alternate methods of containing the WORK AREA may be substituted to the OWNER'S REPRESENTATIVE for approval in accordance with procedures set forth in Section 020912 Materials and Equipment - Asbestos Abatement.

B. Do not proceed with any such method(s) without prior written approval of the OWNER'S REPRESENTATIVE.

C. Use of strippable coatings must be submitted in accordance with this section.

3.5 RESPIRATORY AND WORKER PROTECTION

Before proceeding beyond this point in providing Temporary Enclosures:

Provide Worker Protection per Section 020908

Provide Respiratory Protection per Section 020910

Provide Decontamination Units per Section 020911

3.6 CRITICAL BARRIERS

A. Completely separate the WORK AREA from other portions of the building, and the outside by closing all openings with two separate sheet plastic barriers each at least 6 mil in thickness.

B. Sealing cracks leading out of WORK AREA with duct tape.

C. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the WORK AREA with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape.

D. Maintain seal until all work including Project Decontamination is completed.

E. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.

F. Provide sheet plastic barriers at least 6 mil in thickness as required to seal openings completely from the WORK AREA into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

G. Mechanically support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic, if the tape/glue comes loose.

H. Provide pressure differential and air circulation system per Section 020904.

I. Clean housings and ducts of all overspray materials prior to erection of a Critical Barrier that will restrict access.

3.7 PREPARE AREA

A. If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.

B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the WORK.

C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the WORK as required to prevent interference with the WORK.

D. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

E. Clean all contaminated furniture, equipment and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 020914 Cleaning and Decontamination Procedures, prior to being moved or covered.

F. All equipment furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the OWNER'S REPRESENTATIVE.

G. Clean all surfaces in WORK AREA with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.8 PRIMARY BARRIER

A. Protect building and other surfaces in the WORK AREA from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below:

Cover shelving, clocks, light fixtures and other equipment with one (1) layer of 6 mil sheet plastic.

Cover fabric, paper, cork wall coverings or unpainted gypsum board with one

layer
of 6 mil sheet plastic.

Tape over any cracks that are larger than 1/16".

Tape over electrical outlets, switches, door locks, etc.

Cover wood paneling in WORK AREA with one layer of 6 mil sheet plastic.

Cover carpeting with three (3) layers of polyethylene sheeting at least 6 mil in thickness. Place corrugated cardboard sheets between the top and middle layers of polyethylene.

Cover windows with one (1) layer of 6 mil sheet plastic.

If requested by the OWNER'S REPRESENTATIVE, cover windows with one (1)
layer of black 6 mil plastic.

B. Cover floor of WORK AREA with two (2) individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles, to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.

C. Cover carpeting with three (3) layers of polyethylene sheeting at least 6 mil in thickness. Place corrugated cardboard sheets between the top and middle layers of polyethylene.

D. Cover sheet plastic in areas where scaffolding is to be used with a single layer of 1/2" COX plywood or 1/4" tempered hardboard. Wrap edges and corners of each sheet with duct tape. At completion of abatement work wrap plywood or hardboard with two (2) layers of 6 mil polyethylene and move to next WORK AREA or dispose of as an asbestos-contaminated waste material.

E. Cover all walls in WORK AREA including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the CONTRACT DOCUMENTS or in writing by the OWNER'S REPRESENTATIVE.

F. Cover walls, floor and ceiling of elevator with two (2) layers of 6 mil polyethylene. Arrange entry to WORK AREA so that elevator door is in positively pressurized space outside the clean room of the decontamination unit. At completion of WORK clean elevator as set forth in Section 010913.

G. Do not cover stairs or ramps with unsecured sheet plastic, where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.

H. Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.9 ISOLATION AREA

Maintain isolation areas between the WORK AREA and adjacent building area:

In locations shown on the plans.

In unoccupied rooms located between WORK AREA and adjacent occupied portions of the building.

In locations where separation between WORK AREA and occupied portions of the building is formed by sheet plastic and/or temporary barriers.

Floor below WORK AREA.

Form isolation area by controlling access to the space in the same manner as a WORK AREA. Physically isolate the space from the WORK AREA and adjacent areas.

Accomplish physical location by:

Installing critical barriers in unoccupied space.

Erecting a second Critical Barrier a minimum of 3'-0" away from WORK AREA.

3.10 STOP WORK

If the critical or primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the OWNER'S REPRESENTATIVE.

3.11 EXTENSION OF WORK AREA

If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the WORK AREA, enclose it as required by this Section of the specification and decontaminate it as described in Section 020913 Project Decontamination.

3.12 SECONDARY BARRIER

Secondary layer of plastic as a drop cloth to protect the primary layer from debris generated by the asbestos abatement work is specified in the appropriate work sections.

3.13 EXTERIOR ENCLOSURES

Construct exterior enclosures as necessary to completely enclose the WORK. Fabricate from reinforced polyethylene sheeting and 2" x 4" wood framework. Attach to existing building components or brace as necessary for lateral stability. Construct walls to meet all state and local regulations for construction of temporary buildings. Construct to resist a wind, slope ceiling to permit drainage of rain water. Exterior enclosures shall be completely separate from other required barriers or protective layers.

END OF SECTION

SECTION 020906

REGULATED AREAS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparation of a Regulated Area for work.

1.2 DELETED

1.3 SUBMITTALS

A. HEPA Filtered Vacuum Cleaners: Submit product data.

B. Signs: Submit samples of each type of sign to be used.

C. Warning Tape: Submit samples.

PART 2 EQUIPMENT

2.1 HEPA FILTERED VACUUM CLEANERS

Subject to compliance with requirements, manufacturers offering products which may be incorporated in the WORK include, but are not limited to, the following:

Nilfisk of America Inc. 225 Great Valley Parkway Malvern, PA 19355	HEPA filtered Vacuums
Clayton Associates, Inc. P.O. Box 589 30 Southard Avenue Farmingdale, NJ 07727	ACE Model HEPA Vacuum
Hako Minuteman 111 South Route 53 Addison, IL 60101	Hako Minuteman HEPA Vacuums
Vactagon Pneumatic Systems, Inc. 18 Homestead Place Bergenfield, NJ 07621	Vaculoader HEPA Vacuum
Pullman-Hold (White) Corporation P.O. Box 277 Fultonville, NY 12072	HEPA Filtered Vacuums

2.2 PLASTIC SHEET

A. A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil thick as indicated, clear, frosted, or black as indicated.

PART 3 EXECUTION

3.1 SECURING WORK AREA

Secure WORK AREA from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATION OF REGULATED AREA

A. Demarcate each Regulated Area with a sheet plastic drop sheet as described below.

B. Post warning signs in both English and Spanish that carry the following legends:

C. First Sign

Provide warning signs at each locked door leading to the controlled area reading as follows:

Legend	Notation
KEEP OUT	3 inch Block

D. Second Sign

Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

E. Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

3.3 SCHEDULING

A. Work may be carried out during normal working hours in those areas which can be completely secured by lockable doors from access by building occupants and staff, and which have HVAC equipment that can be shut down and locked off.

B. Otherwise, work is to be carried out after building occupants and cleaning staff have left.

3.4 GENERAL PROCEDURES

A. Setup and management of the controlled area is to be under the supervision of an OSHA Competent Person as defined in CFR 1926.1101 Asbestos Construction Standard.

B. Before start of work comply with requirement for worker protection in Section 020908, and respiratory protection in Section 020910.

C. Do not allow eating, drinking, smoking, chewing tobacco or gum, or apply cosmetics in the Regulated Area.

D. Shut down any air handling equipment bringing air into or out of the Regulated Area.

E. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the WORK prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.

F. Cover floor in vicinity of WORK AREA and six (6) feet beyond, with 6 mil polyethylene drop sheet. Where WORK is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.

G. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the WORK AREA with 6 mil polyethylene sheeting secured and completely sealed with duct tape.

H. Perform the WORK per the appropriate specification section while on plastic drop sheet.

I. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.

J. Complete the following at completion of work in an area before stepping off drop sheet.

While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.

Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.

Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.

K. If moving to the next WORK AREA in the same secure area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next WORK AREA while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.

L. If work day is complete or if next WORK AREA is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet step with each foot off the sheet as the foot covers are removed.

M. Fold sheet and all its contents toward the center.

N. Place the sheet in a properly labeled disposal bag.

O. Neck down the bag and collapse it with the HEPA vacuum.

P. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.

Q. Clean <u>all</u> surfaces of the WORK AREA by use of a HEPA filter vacuum until no visible residue remains.

R. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Workers Protection - Asbestos-Abatement.

END OF SECTION

SECTION 020907

ENTRY INTO CONTROLLED AREAS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Entry into the space above a suspended ceiling where there is exposed friable asbestos-containing fireproofing, visible asbestos-containing debris, or other friable asbestos-containing surfacing material when the ceiling tiles in an area no greater than 6 feet by 12 feet are to be removed.

B. Entry through sealed access (access door, hatchway, locked door) into an area with friable asbestos-containing surfacing materials or visible debris.

C. Use procedures of this section only where historic airborne fiber data demonstrate that airborne fiber counts in the breathing zone of those performing the WORK can be continuously maintained at less than 0.1 fibers per cubic centimeters and airborne fiber counts in the WORK AREA can be continuously maintained at less than 0.01 fibers per cubic centimeter.

1.2 SUBMITTALS

A. Evidence of the ability to perform work of this section while maintaining an airborne fiber count below 0.1 fibers per cubic centimeter in the breathing zone of the individual performing the WORK.

B. Evidence of the ability to perform work of this section while maintaining an airborne fiber count below 0.01 fibers per cubic centimeter in the WORK AREA.

C. Include the following data for each procedure required by the WORK:

Date of measurements

Operations monitored

Sampling and analytical methods used and evidence of their accuracy

Number, duration, and results of samples taken

PART 2 PRODUCTS

(NOT APPLICABLE)

PART 3 EXECUTION

3.1 REGULATED AREA

Prior to beginning work in this area establish a Regulated Area as described in Section 020906 Regulated Areas.

3.2 ACCESS THROUGH SUSPENDED CEILINGS

A. Follow worker protection procedures including disposable coveralls and respirators required by Section 020908, and Section 020910.

B. Follow local area protection procedures of Section 020906. Spread layer of 6 mil polyethylene sheet on floor 6 feet further in extent than the size of the ceiling opening to be made.

C. HEPA vacuum around edges of all panels to be removed.

D. While holding nozzle of HEPA vacuum in vicinity slowly lift one edge of center ceiling panel. Immediately HEPA vacuum space at lifted edge. Lift entire panel straight up and HEPA vacuum all four sides.

E. Place panel on top of adjacent ceiling.

F. Place intake duct to HEPA Filtered Fan Unit per Section 020904 in space above ceiling and fasten in place. Operate machine continuously while ceiling is open.

G. Climb to a position which permits access to the top of the ceiling adjacent to the removed panel.

H. Working in the space above the ceiling, HEPA vacuum both sides of the ceiling panel first removed and hand it down into a 6 mil polyethylene bag for storage.

I. Remove loose material hanging from the friable asbestos-containing material with the suction from the HEPA vacuum.

J. Pass wand of operating HEPA vacuum through air between asbestos-containing material and top of ceiling.

K. HEPA vacuum the tops of all ceiling panels which are in reach.

L. Carefully HEPA vacuum the crack between the suspension system and ceiling panels from the top for all ceiling panels within reach.

M. Remove ceiling panels as required while constantly HEPA vacuuming all four edges of panel and suspension system.

N. Working in space above ceiling HEPA vacuum both sides on each panel removed and hand each down into a 6 mil polyethylene bag which is labeled as set forth is Section 020918.

O. Maintain HEPA vacuum in operation with nozzle above ceiling and exhaust at floor for the entire time that the ceiling is open and work is being done above the ceiling.

P. When above-ceiling work is complete replace ceiling panels.

Q. HEPA vacuum worker's head, arm, and shoulders before climbing down from ceiling.

R. HEPA vacuum ladder while climbing down.

S. While standing on plastic sheet thoroughly HEPA vacuum ladder and pass it to person standing off sheet.

3.3 ENTRY INTO CONTROLLED AREAS

A. Use same procedure as above except that ceiling tiles do not need to be removed.

B. If access is through a wall hatch or door, duct tape floor sheet to wall or threshold.

C. If access is into large area such as crawl tunnel, comply with worker protection requirements but use HEPA vacuum only for work procedures in the area.

3.4 PERSONNEL DECONTAMINATION

A. At the end of all work change to a clean disposable coverall and leaving respirator in place proceed to a remote shower and decontaminate as required by Section 020908 Worker Protection - Asbestos Abatement.

END OF SECTION

SECTION 020908

WORKER PROTECTION - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.2 DELETED

1.3 WORKER TRAINING

A. Train all workers in accordance with 29 CFR 1926 in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures.

B. AHERA accredited or equivalent Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April, 30, 1987.

C. State and local certification as required by regulations.

1.4 MEDICAL EXAMINATIONS

A. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour time weighted average.

B. In the absence of specific airborne filter data provide medical examination for all workers who will enter the WORK AREA for any reason.

C. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926.

D. In addition, provide an evaluation of the individuals ability to work in environments capable of producing heat stress in the worker.

1.5 SUBMITTALS

A. Submit a course outline of the worker training course. Include date and time course was given, name and title of teacher, attendance sheet listing all attendees of the course.

B. Report from Medical Examination conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the WORK AREA.

C. Submit notarized certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 EQUIPMENT

2.1 PROTECTIVE CLOTHING

A. Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the WORK AREA.

B. Provide work boots with non-skid soles, and where required by OSHA, foot protection for all workers. Dispose of boots as asbestos contaminated waste at the end of the work. Disposable foot covers may be provided in lieu of disposing of work shoes where

permitted by site conditions.

C. Provide head protection (hard hats) as required by OSHA for all workers, and provide spares for use by others. Label hats with same warning labels as used on disposal bags. Thoroughly clean, decontaminate and bag hats before removing them from WORK AREA at the end of the WORK.

D. Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.

E. Provide work gloves to all workers and require that they be worn at all times in the WORK AREA. Do not remove gloves from WORK AREA. Dispose of as asbestos contaminated waste at the end of the WORK.

2.2 ADDITIONAL PROTECTIVE EQUIPMENT

A. Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the CONTRACTOR for the OWNER, OWNER'S REPRESENTATIVE, and other authorized representatives who may inspect the job site.

B. Provide two (2) respirators, six (6) complete coveralls and, six (6) respirator filter changes per day.

PART 3 EXECUTION

3.1 GENERAL

A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the WORK.

B. The following procedures are minimums to be adhered to regardless of fiber count in the WORK AREA.

C. Each time WORK AREA is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator.

D. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES

Require all workers to adhere to the following applicable personal decontamination procedures whenever they leave the WORK AREA as a minimum:

3.2.1 Type C Supplied Air or Powered Air-Purifying Respirators:

A. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room, and dispose of as contaminated waste.

B. Still wearing respirators, proceed to showers. Showering is mandatory, unless noted otherwise.

C. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator
(PAPR) hold blower unit above head to keep canisters dry.

D. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR.

E. Pay particular attention to seal between face and respirator and under straps.

F. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and

respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.

G. Carefully wash face-piece of respirator inside and out.

H. If using PAPR; shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit. Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Shower as above.

I. Rinse shower room walls and floor prior to exit.

J. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

3.2.2 Air Purifying-Negative Pressure Respirators:

A. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room, and dispose of as contaminated waste.

B. Still wearing respirators, proceed to showers. Showering is mandatory, unless noted otherwise.

C. Thoroughly wet body from neck down.

D. Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.

E. Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respiratory and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breathe.

F. Dispose of wet filters from air purifying respirator.

G. Carefully wash face-piece of respirator inside and out. Shower completely with soap and water.

H. Rinse thoroughly.

I. Rinse shower room walls and floor prior to exit.

J. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

3.3 WITHIN WORK AREA

Require that workers NOT eat, drink, smoke, chew gum or tobacco in the WORK AREA. To eat, chew, drink or smoke, workers shall following the procedure described above, then dress in street clothes before entering the non-work areas of the building.

END OF SECTION

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECTNAME _____ DATE _____ _

PROJECTADDRESS _____

CONTRACTOR'SNAME _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's CONTRACT with the OWNER for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you. By signing this certification you are assuring the OWNER that your employer has met these obligations to you.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: I have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course included the following:

Physical characteristics of asbestos
Health hazards associated with asbestos
Respiratory protection
Use of protective equipment
Negative air systems
Work practices including hands on or on-job training
Personal decontamination procedures
Air monitoring, personal and area

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months which was paid for by my employer. This examination included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

Signature _____ _

Printed Name _____ _

Social Security Number _____ _

Witness _____

SECTION 020909

WORKER PROTECTION - REPAIR AND MAINTENANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Equipment and procedures for protecting workers against asbestos contamination and other workplace hazards.

B. This section applies only where the airborne fiber counts as measured in accordance with 29 CFR 1926 are below 0.1 fibers per cubic centimeter for an 8 hour Time Weighted Average (TWA).

1.2 DELETED

1.3 WORKER TRAINING

A. Workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987 or equivalent.

B. Workers are to be trained, certified and accredited as required by state or local code or regulation.

C. Workers are to be trained in accordance with 29 CFR 1926 in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures.

D. Workers are to be trained in the purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134.

1.4 MEDICAL EXAMINATIONS

A. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour Time Weighted Average.

B. In the absence of specific airborne fiber data provide medical examination for all workers who will enter the WORK AREA for any reason.

C. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926.

D. In addition, provide an evaluation of the individuals ability to work in environments capable of producing heat stress in the worker.

1.5 SUBMITTALS

A. Copies of certificates from an EPA-approved AHERA Abatement Workers Course for each worker as evidence that each asbestos abatement worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.

B. Evidence that all workers have been trained, certified and accredited as required by state or local code or regulation.

C. Airborne asbestos fiber count data from an independent air monitoring firm to verify that work procedures will result in an airborne fiber level as measured in accordance with 29 CFR 1926 below 0.1 fibers per cubic centimeter as an 8 hour Time Weighted Average (TWA).

D. A course outline of the worker training course. Include date and time course was given, name and title of teacher, attendance sheet listing all attendees of the course.

E. Report from Medical Examination conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the WORK AREA.

F. Certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 EQUIPMENT

2.1 PROTECTIVE CLOTHING

A. Disposable full-body coveralls and disposable head covers, and required that they be worn by all workers in the WORK AREA.

B. Insulated jacket, pants, gloves, and hat. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit. Dispose of cold weather gear as asbestos waste at completion of all work.

C. Disposable latex boot covers with non-skid soles, and where required, OSHA approved foot protectives, for all workers. Boot covers shall not be worn out of the WORK AREA or off the sheet plastic drop layer for any reason. Boot covers may be decontaminated, bagged and carried from one WORK AREA to another.

D. Head protectives (hard hats) as required by OSHA for all workers. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.

E. Eye protectives (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.

F. Work gloves to all workers and require that they be worn at all times in the WORK AREA.

PART 3 EXECUTION

3.1 GENERAL

A. Work and Decontamination procedures involve a minimum of one person in the WORK AREA on the plastic sheet and one off the sheet.

B. The person on the sheet carries out the WORK and never leaves the sheet until the WORK is complete and dry decontamination procedures are completed.

C. The person off the sheet supplies materials to and accepts material from the on-sheet person.

D. Off sheet person never enters the WORK AREA.

E. Do not eat, drink, smoke, chew gum or tobacco, or apply cosmetics in the WORK AREA. To eat, drink, chew, or smoke, workers shall follow the procedures described below and leave the WORK AREA.

F. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the WORK.

3.2 AIR MONITORING

A. Collect a personal air sample on the on-sheet person at 2 liters per minute for the entire time that work is being carried out.

B. Collect one area sample of 1,200 liters in each secure area at completion of the work at a pumping rate of 10-12 liters per minute. Transmit samples to testing

laboratory for analysis.

3.3 RESPIRATORS

A. Instruct and train each worker in proper respirator use and require that each worker always wear a respirator, properly fitted on the face, in the WORK AREA.

3.4 COVERALLS

A. Put on new disposable coveralls, new head covers, new footwear covers over street clothes, and put on a clean respirator.

B. Wear disposable, full-body coveralls and disposable head and footwear covers in the WORK AREA.

C. Follow procedures under "Dry Decontamination" whenever leaving a WORK AREA.

3.5 ADDITIONAL PROTECTIVE EQUIPMENT

A. At the work site maintain 2 complete sets of protective equipment including respirators, disposable coveralls, head covers, and footwear covers for use by the OWNER'S REPRESENTATIVE or the OWNER.

3.6 DECONTAMINATION PROCEDURES

A. Each person HEPA vacuum thoroughly the other person. Use brush attachment on the HEPA vacuum.

B. While still wearing respirator each person remove their paper suit, turning it inside out while removing it. Roll up suit and pack in hood.

C. Place suits in a disposal bag.

D. Evacuate air from the bag with HEPA vacuum.

E. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.

F. Each person HEPA vacuum area of respirator seal to face on the other person.

G. Remove respirator and, HEPA vacuum face at respirator seal and all surfaces of the respirator. HEPA vacuum any parts of hair or head covered by respiratory straps.

H. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.

I. Wash respirator face-piece inside and outside.

J. At completion of above, thoroughly wash face and hands with soap and water.

END OF SECTION

SECTION 020910

RESPIRATORY PROTECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

1.2 STANDARDS

A. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

B. OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 1910.134. 29 CFR 1926.

C. CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

D. CSA - Canadian Standard Association, Rexdal, Ontario, Standard Z180.1-1978, "Compressed Breathing Air".

E. ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.

F. NIOSH - National Institute for Occupational Safety and Health

G. MSHA - Mine Safety and Health Administration

1.3 SUBMITTALS

A. Manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.

B. When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in work area(s), routing of air lines to work area(s) from compressor.

C. Level of respiratory protection intended for each operation required by the project.

D. Airborne asbestos fiber count data from an independent air monitoring firm to substantiate selection of respiratory protection proposed.

1.4 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS

Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D.

PART 2 EQUIPMENT

2.1 AIR PURIFYING RESPIRATORS

A. Half face or full face type respirators.

B. Equip full face respirators with a nose cup or other anti-fogging device.

C. HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980).

D. A chemical cartridge section may be added, if required, for solvents, etc., in use. In this

case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

2.2 SUPPLIED AIR RESPIRATOR SYSTEMS

A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size.

B. Full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure.

C. In atmospheres which contain sufficient oxygen (greater than or equal to 19.5 oxygen) provide a pressure- demand full face piece supplied air respirator equipped with an emergency back-up HEPA filter.

D. In atmospheres which are oxygen deficient (less than 19.5 oxygen) provide a pressure-demand full face piece supplied air respirator incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece.

E. Provide a reservoir of compressed air located outside the work area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected face piece and hose assembly in the event of compressor shutdown, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the WORK AREA.

F. Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the work area and at the compressor. Connect alarm to warn of:

Compressor shut down or other fault requiring use of backup air supply,

Carbon Monoxide (CO) levels in excess of 5 PPM/V.

G. Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:

Carbon Monoxide (CO) concentrations exceed 5 PPM/V in the air line between the filter bank and backup air supply.

Compressor temperature exceeds normal operating range.

H. Provide a compressor driven by an electric motor. Ensure that electrical supply available at the work site is adequate to energize motor.

I. Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.

J. Locate air intake remotely from any source of automobile exhaust or any exhaust from motors, or buildings.

K. Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

L. Configure system to permit the recharging of *1/2* hour 2260 PSI SCBA cylinders.

PART 3 EXECUTION

3.1 GENERAL

A. Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

B. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

C. Require that a respirator be worn by anyone in a work area at all times, regardless of activity.

3.2 FIT TESTING

A. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist.

B. Fit types of respirator to be actually worn by each individual.

C. Allow an individual to use only those respirators for which he has been trained and fitted.

D. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.

E. Each time an air-purifying respirator is put on, it must be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

F. All fit testing shall be done in accordance with Appendix C of 29 CFR 1926.58.

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED

A. Respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the permissible exposure limit (PEL) is the minimum level of protection allowed.

3.4 PERMISSIBLE EXPOSURE LIMIT (PEL)

A. 8-Hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed 0.10 fibers/cubic centimeters.

B. Fibers are defined as all fibers regardless of composition as counted in the NIOSH 7400 procedure, or asbestos fibers of any size as counted using either a scanning or transmission electron microscope.

3.5 RESPIRATORY PROTECTION FACTORS (Courtesy of OSHA Publication 3352-02 2009)

Table I: Assigned Protection Factors[5]

Type of Respirator[1,2]	Quarter mask	Half-mask	Full face-piece	Helmet/Hood	Loose-fitting face-piece
1. Air-purifying Respirator	5	10[3]	50	-	-
2. Powered Air-purifying Respirator (PAPR)	-	50	1,000	25/1,000[4]	25
3. Supplied-air Respirator (SAR) or Airline Respirator					
* Demand mode	-	10	50	-	-
* Continuous flow mode	-	50	1,000	25/1,000[4]	25
* Pressure-demand or other positive-pressure mode	-	50	1,000	-	-

4. Self-contained Breathing Apparatus (SCBA)					
* Demand mode	-	10	50	50	-
* Pressure demand or other positive-pressure mode (e.g., open/closed circuit)	-	-	10,000	10,000	-

Notes:
[1] Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.

[2] The assigned protection factors in Table I are only effective when the employer implements a continuing, effective respirator program as required by this section (29 CFR 1910.134), including training, fit testing, maintenance, and use requirements.

[3] This APF category includes filtering face-pieces, and half masks with elastomeric face-pieces.

[4] The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting face-piece respirators, and receive an APF of 25.

[5] These APFs do not apply to respirators used solely for escape. For escape respirators used in association with specific substances covered by 29 CFR 1910 subpart Z, employers must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134(d)(2)(ii).

3.6 NEGATIVE PRESSURE RESPIRATORS - half or full face mask:

A. Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day.

B. Require that respirators be wet-rinsed, and filters discarded, each time a worker leaves the WORK AREA.

C. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

3.7 POWERED AIR PURIFYING - half or full face mask:

A. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.

B. Require that HEPA elements in filter cartridges be protected from wetting during showering.

C. Require entire exterior housing of respirator including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords to be washed each time a worker leaves the WORK AREA.

D. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

3.8 TYPE "C" RESPIRATOR

A. Continuously monitor the air system operation including compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation.

B. Assign an individual trained, by manufacturer of the equipment in use or by a Certified Industrial Hygienist, in the operation and maintenance of the system to provide this monitoring.

3.9 RESPIRATORY PROTECTION PROGRAM

A. Submit a Respiratory Protection Program, indicating type of respiratory protection proposed for each portion of the WORK.

END OF SECTION

SECTION 020911

DECONTAMINATION UNITS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Personnel and equipment decontamination facilities.

B. Personnel Decontamination Unit is the only means of ingress and egress for the work area.

C. Materials exit the work area through the Equipment Decontamination Unit.

1.2 DELETED

PART 2 PRODUCTS

2.1 PLASTIC SHEET AND ACCESSORIES

A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mils thick, as indicated, clear, frosted, or black as indicated.

B. Where plastic sheet is the only separation between the work area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene sheeting that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mils thick as indicated, clear, frosted or black as indicated.

C. Duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick tenaciously to sheet polyethylene.

D. Spray adhesive which is specifically formulated to stick tenaciously to sheet polyethylene.

2.2 SHOWER

A. One piece waterproof shower pan, with rigid, impervious, waterproof walls. Structurally support as necessary for stability.

B. Factory made shower head producing a spray of water which can be adjusted for spray size and intensity. Arrange so that control of water temperature, flow rate, and shut off is from inside shower.

C. Cascaded filter units on drain lines from showers with disposable filter elements as indicated below.

Primary Filter - Pass particles 20 microns and smaller

Secondary Filter - Pass particles 5 microns and smaller

D. Heavy bronze angle type hose bib with wheel handle, vacuum breaker, and 3/4" National Standard male hose outlet.

2.3 SUMP PUMP

Provide totally submersible waterproof sump pump with integral float switch and proper size for application. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism of pump.

PART 3 EXECUTION

3.1 PERSONNEL DECONTAMINATION UNIT

A. A serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, Equipment Room, that all persons pass through for entry into and exiting from the work area for any purpose.

B. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.

3.2 CHANGING ROOM

A. Physically and visually separated from the rest of the building for the purpose of changing into protective clothing.

B. Construct using polyethylene sheeting, at least 6 mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building.

C. Locate so that access to WORK AREA from Changing Room is through Shower Room.

D. Separate Changing Room from the building by a two sheet polyethylene flapped doorway.

E. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the area dressed in street clothes, or naked from the showers.

F. An existing room may be utilized as the Changing Room if it is suitably located and approved by OWNER'S REPRESENTATIVE. Protect all surfaces of room with sheet plastic as set forth in Section 020905 Temporary Enclosures.

G. Maintain changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.

H. Damp wipe all surfaces twice after each shift change with a disinfectant solution.

I. Provide a continuously adequate supply of disposable bath towels.

J. Provide posted information for all emergency phone numbers and procedures.

K. Provide 1 storage locker per employee.

3.3 DRYING ROOM

A. A place for workers to dry after showering.

B. Arrange so floor drains to shower room.

C. Separate from the rest of the building with airtight walls of 6 mil polyethylene sheeting.

D. Separate from change room with a sheet plastic flapped doorway.

3.4 SHOWER ROOM

A. A completely water tight operational shower to be used for transit by cleanly dressed workers heading for the WORK AREA from the Changing Room, or for showering by workers headed out of the WORK AREA after undressing in the Equipment Room.

B. Separate this room from the rest of the building with air tight walls fabricated of 6 mil polyethylene sheeting.

C. Separate this room from the Changing and Equipment Rooms with air tight walls fabricated of 6 mil polyethylene sheeting.

D. Provide splash-proof entrances to Changing and Equipment Rooms with 2 doors.

E. Arrange so that water from showering does not splash into the Changing or Equipment Rooms.

F. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance.

G. Pump waste water to drain and provide 20 micron and 5 micron waste water filters in line to drain. Change filters daily or more often if necessary.

3.5 EQUIPMENT ROOM

A. Work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers.

B. Separate this room from the WORK AREA by a 6 mil polyethylene flap doorway.

C. Separate this room from the rest of the building with air tight walls fabricated of two separate layers of 6 mil polyethylene.

D. Separate this room from the Shower Room with airtight walls fabricated of two separate layers of 6 mil polyethylene.

3.6 WORK AREA

A. Separate WORK AREA from the Equipment Room by polyethylene sheeting barriers.

B. If the airborne asbestos level in the WORK AREA is expected to be high, add an intermediate cleaning space between the Equipment room and the WORK AREA.

C. Damp wipe clean all surfaces after each shift change.

D. Repair and replace damaged floor sections as required.

3.7 CONSTRUCTION OF DECONTAMINATION UNIT

A. Construct air tight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.

B. Use 2 layers (minimum) of 6 mil, polyethylene sheeting to cover floors in the Equipment, Shower (underneath shower pan), and Changing Rooms.

C. Provide an additional layer in the Equipment Room for every shift Change expected.

D. Roll one (1) layer of plastic from Equipment Room into WORK AREA after each shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

E. Fabricate doors from overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weight sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel.

F. If the decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".

G. Visual barriers of opaque polyethylene sheeting at least 6 mil in thickness so that work privacy is maintained and work procedures are not visible to building occupants.

H. Where the area adjacent to the decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.

I. Provide subpanel at Changing Room to accommodate all removal equipment. Power

subpanel directly from a building electrical panel. Connect all electrical branch circuits in decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

3.8 DECONTAMINATION SEQUENCE

A. Before leaving the WORK AREA, remove all gross contamination and debris from overalls and feet.

B. The worker than proceeds to the Equipment Room and removes all clothing except respiratory protection equipment.

C. Extra work clothing may be stored in contaminated end of the Equipment Room.

Disposable coveralls are placed in a bag for disposal with other material.

D. Decontamination procedures found in Section 020908 shall be followed by all individuals leaving the WORK AREA.

E. After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

3.9 EQUIPMENT DECONTAMINATION UNITS

A. A serial arrangement of rooms, Clean Room, Holding Room, Wash Room constructed with 6 mil polyethylene sheeting, supported as necessary for removal of equipment and material from WORK AREA, not personnel.

B. Provide an enclosed shower unit located in WORK AREA just outside Wash Room as an equipment, bag and container cleaning station.

C. Provide Wash Room for cleaning of bagged or containerized asbestos-containing waste materials passed from the WORK AREA after being wiped clean can be passed to the Holding Room. Separate this room from the work area by a single flap of 6 mil polyethylene sheeting.

D. Provide Holding Room as a drop location for bagged asbestos-containing materials passed from the Wash Room located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room. Separate this room from the adjacent rooms by double flaps fabricated from 6 mil polyethylene.

E. Provide Clean Room to isolate the Holding Room from the building exterior. Separate this room from the exterior by a single flap of 6 mil polyethylene sheeting.

3.10 EQUIPMENT DECONTAMINATION SEQUENCE

A. At wash-down station, thoroughly wet-clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.

B. When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Wash-down Station and the Wash Room.

C. Wet-clean the bags and/or equipment.

D. Pass items into Holding Room. Close all doorways except the doorway between the Holding Room and the Clean Room.

E. Workers from the building exterior enter Holding Area and remove decontaminated equipment and/or containers for disposal.

F. Require these workers to wear full protective clothing and appropriate respiratory protection.

G. At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

3.11 CLEANING OF DECONTAMINATION UNITS

A. Clean debris and residue from inside of Decontamination Units on a daily basis.

B. Damp wipe or hose down all surfaces after each shift change.

C. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire decontamination unit and erect a new decontamination unit. Use the former Changing Room as an inner section of the new Equipment Room.

3.12 SIGNS

A. Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the WORK AREA as required by 29 CFR 1926.

B. Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each WORK AREA displaying the following legend:

LEGEND

No Food, Beverages or Tobacco Permitted

All Persons Shall Don Protective
Clothing (Coverings) Before
Entering the WORK AREA

All Persons Shall Shower Immediately
After Leaving WORK AREA and Before
Entering the Changing Area

END OF SECTION

SECTION 020912

MATERIALS AND EQUIPMENT - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements governing the CONTRACTOR'S selection of products.

B. Administrative procedures for handling requests for substitutions made after award of the CONTRACT.

1.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle products in accordance with the manufacturers' recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

B. Schedule delivery to minimize long-term storage at the site and overcrowding of construction spaces.

C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

D. Deliver products to the site in the manufacturers' original sealed containers or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

E. Inspect products upon delivery to ensure compliance with the CONTRACT DOCUMENTS, and to ensure that products are undamaged and properly protected.

F. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

G. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.

H. Store products subject to damage by the elements above ground, under cover in a Weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturers' instructions.

1.3 PROCEDURES

A. Requests for changes in the products, materials, equipment and methods of construction required by the CONTRACT DOCUMENTS are considered requests for "substitutions", and are subject to the requirements specified herein. Following are not considered as substitutions:

1. Revisions to the CONTRACT DOCUMENTS, where requested by the OWNER, or OWNER'S REPRESENTATIVE are considered as "changes" not substitutions.

2. Specified CONTRACTOR options on products and construction methods included in the CONTRACT DOCUMENTS are not subject to the requirements for substitutions as herein specified.

3. Except as otherwise provided in the CONTRACT DOCUMENTS, the CONTRACTOR's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.

1.4 QUALITY ASSURANCE

A. To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.

B. Compatibility of products is a basis requirements of product selection.

C. When the CONTRACTOR is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also CONTRACTOR options.

1.5 SUBMITTALS

A. Submit 3 copies of each request for substitution. In each request identify the product or fabrication or installation method to be replaced by the substitution; include related specification section and drawing numbers, and complete documentation showing compliance with the requirements for substitutions.

B. Within one week of receipt of the CONTRACTOR'S request for substitution, the OWNER'S REPRESENTATIVE will request additional information or documentation as may be needed for evaluation of the request.

C. Within 2 weeks of receipt of the request, or within one week of receipt of the requested additional information or documentation, whichever is later, the OWNER'S REPRESENTATIVE will notify the CONTRACTOR of either the acceptance or rejection of the proposed substitution.

PART 2 PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE

A. Requirements for individual products are indicated in the CONTRACT DOCUMENTS; compliance with these requirements is in itself a contract requirement.

B. Where some particular product or device is specified by brand name or manufacturer it is to be considered a standard.

C. If approved equal, items of other manufacturer than those mentioned may be used, unless specifically noted otherwise for purposes of standardization.

D. Any substitution must receive the written approval of the OWNER'S REPRESENTATIVE.

2.2 SUBSTITUTIONS

A. The CONTRACTOR'S request for a substitution will be received and considered when extensive revisions to the CONTRACT DOCUMENTS are not required, and one or more of the following conditions are met.

B. Request is directly related to an "or equal" clause or similar language in the contract documents.

C. Specified product or method cannot be provided within the CONTRACT time. However, the request will not be considered if the product or method cannot be provided as a result of the CONTRACTOR'S failure to pursue the work promptly or to coordinate the various activities properly.

D. Specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

E. Substantial advantage is offered the OWNER, in terms of cost, time, energy conservation or other considerations of merit, after deducting of offsetting responsibilities the OWNER may be required to bear.

F. Specified product or method cannot be provided in a manner which is compatible with other materials of the work, and where the CONTRACTOR certifies that the substitution will overcome the incompatibility.

G. Specified product or method cannot be properly coordinated with other materials in the work, and where the CONTRACTOR certifies that the proposed substitution can be properly coordinated.

H. Specified product or method cannot receive a warranty as required by the contract documents and where the CONTRACTOR certifies that the proposed substitution includes the required warranty.

2.3 GENERAL PRODUCT REQUIREMENTS

A. Provide products that comply with the requirements of the CONTRACT DOCUMENTS that are undamaged and, unless otherwise indicated, unused at the time of installation.

B. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

C. Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

D. 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 products for which the manufacturer has published assurances that the products and its parts are likely to be available to the OWNER at a later date.

PART 3 EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Except as otherwise indicated in individual sections of these specifications, comply with the manufacturers' instructions and recommendations for installation of the products in the applications indicated.

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

SECTION 020913

PROJECT DECONTAMINATION - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cleaning of the primary barrier plastic prior to its removal.

B. Cleaning of the room surfaces to remove any new or existing contamination.

C. Operation of the pressure differential and air circulation system is used to remove airborne fibers.

1.2 DELETED

1.3 SUBMITTALS

A. Evidence of suitability and compatibility of encapsulants with proposed finish materials.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

A. WORK of this section includes the decontamination of air in the WORK AREA which has been, or may have been contaminated by the elevated airborne asbestos fiber levels generated during abatement activities.

B. Cleaning, decontamination, and removal of temporary facilities installed prior to abatement work.

C. Cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the WORK AREA, and all furniture or equipment in the WORK AREA.

3.2 PRIMARY BARRIER CLEANING

A. Carry out a first cleaning of all surfaces of the WORK AREA including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and a High Efficiency Particulate Air (HEPA) filtered vacuum. (Note: A HEPA vacuum will fail if used with wet material.)

B. Do not perform dry dusting or dry sweeping.

C. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste.

D. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

E. Remove all Filters in Air Handling System(s) and dispose of as asbestos containing waste in accordance with requirements of Section 020918.

F. Wait 24 hours to allow the HEPA filtered fan units to clean air and remove airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of WORK AREAS during this period.

G. Maintain pressure differential and air circulation system in operation until WORK AREA passes air clearance testing.

H. Have OWNER'S REPRESENTATIVE visually inspect the WORK AREA to review initial cleaning efforts.

I. As soon as the work area passes OWNER'S REPRESENTATIVE'S inspection, spray the primary barriers with encapsulant and remove all primary barrier sheeting, leaving only the critical barriers, decontamination units and pressure differential and air circulation system.

3.3 FINAL CLEANING

A. Carry out a final cleaning of all surfaces in the WORK AREA in the same manner as the first cleaning immediately after removal of primary barrier. This cleaning is being applied to existing room surfaces and critical barriers.

B. At the completion of cleaning of all surfaces except carpeting, HEPA vacuum carpeting designated to remain in WORK AREAS. Use a passive (non-power brush type) floor attachment with rubber floor seals and adjustable above-floor height.

C. Completely clean carpeting in one direction with each pass of the floor attachment overlapping the previous pass by one-half the attachment width. At the completion of one such cleaning, vacuum clean in the same manner in a direction at right angles to the initial cleaning.

D. Wait 24 hours to allow HEPA filtered fan units to clean air and remove airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain pressure differential and air circulation system in operation until work area passes air clearance testing.

3.4 VISUAL INSPECTION

A. After 24 Hours the OWNER'S REPRESENTATIVE will perform a complete visual inspection of the entire WORK AREA including: decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter.

B. If any such debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point.

3.5 FINAL AIR SAMPLING

A. After the WORK AREA is found to be visually clean by OWNER'S REPRESENTATIVE, air samples will be taken and analyzed in accordance with the procedure for Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) set forth in Section 020915.

B. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.

C. If Release Criteria are met, proceed with completion of the WORK.

3.6 COMPLETION OF ABATEMENT WORK

A. Shutdown and remove the Pressure Differential and Air Circulation System. Seal HEPA filtered fan units with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from WORK AREA.

B. Remove all critical barriers and critical barrier sheeting.

C. Remove decontamination units.

D. Remove all equipment, materials, debris from the work site.

E. Dispose of all asbestos containing waste material as specified in Section 020918 and provide receipts and chain of custody forms documenting proper disposal.

F. Re-inspect all surfaces and finishes and re-clean as needed to remove all signs of stains, water marks, duct tape residue, smudges, smears and other visible marks. All interior finishes and surfaces shall be left in a condition suitable for application of wax or polish by the OWNER. Glass surfaces shall be left sparkling clean.

G. Repair or replace all interior finishes damaged during the course of asbestos abatement work.

END OF SECTION

SECTION 020914

CLEANING AND DECONTAMINATION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cleaning and decontamination of areas specified.

B. Removal and disposal of visible debris.

C. Decontamination of carpeting in the area of the debris and in a 3 foot radius beyond any visible debris.

D. Removal, cleaning and re-shelving of books within the above area.

1.2 DELETED

PART 2 PRODUCTS

(NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

A. Complete the following before start of work of this section:

020906 Regulated Areas

020909 Worker Protection - Repair and Maintenance

020910 Respiratory Protection

3.2 WET CLEANING

A. Accomplish wet cleaning during decontamination with paper towels or disposable rags and amended water. Wipe surface once and refold to a fresh face of cloth until all available faces have been used then dispose of paper towel or rag.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

A. Cleanup of amassed debris which has fallen from an architectural finish, fireproofing, or thermal insulation on pipes, boilers and other thermal equipment.

B. Shut down all ventilation into room.

C. Seal entry to WORK AREA with 6 mil polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.

D. Start HEPA vacuum before entering the area. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the WORK AREA to the site of the fallen material. Remove all small debris with the HEPA vacuum.

E. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum. Pick up such pieces, wet with amended water and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 020918.

F. Remove all remaining visible debris with HEPA vacuum. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found.

G. Place a 6 mil polyethylene drop cloth in accordance with Section 020906, Regulated Area, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fallout occurred.

H. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuum's suction.

I. Repair or remove remaining material.

J. HEPA vacuum ladder and/or any tools used and pass out of the WORK AREA.

K. HEPA vacuum all surfaces in the room starting at the top of wall and working downward to the floor. Then start at corner of floor farthest from WORK AREA entrance and work towards entrance.

L. HEPA vacuum the floor using a floor attachment with rubber floor seals and adjustable floor to attachment height. Adjust the height so that the rubber seals just touch the floor if carpeted and are within 1/16" of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous by one-half the width of the floor attachment. At the completion of one cleaning vacuum the floor a second time at right angles to the first.

M. Secure area from occupancy until air monitoring results per Section 020915WORK AREA Clearance indicate that area has met the requirements for re-occupancy.

3.4 CLEANING AND DECONTAMINATING OBJECTS

A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 020906.

B. HEPA vacuum all surfaces of object and immediate area before moving the object. Pick-up object, if possible, and HEPA vacuum all surfaces.

C. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.

D. Decontaminate area where object was located by HEPA vacuuming twice, in perpendicular directions. Wet clean if necessary to remove any debris.

E. Return object to its original location.

3.5 DECONTAMINATION OF ROOMS

A. Shut down all ventilation into space.

B. Seal entry to WORK AREA with 6 mil polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.

C. Install Differential Pressure and Air Circulation System in accordance with Section 020904.

D. HEPA vacuum all surfaces in the room starting at the ceiling, then top of wall and working downward to the floor.

E. HEPA vacuum the floor using a floor attachment with rubber floor seals and adjustable

floor to attachment height. Adjust the height so that the rubber seals just touch the floor if carpeted and are within 1/16" of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous one by one half the width of the floor attachment.
At the completion of one cleaning, vacuum the floor a second time at right angles to the first.

F. Operate HEPA filtered fan unit in space for 24 hours minimum.

G. At completion of Decontamination WORK workers decontaminate in accordance with Section 020909 Worker Protection - Repair and Maintenance.

H. Secure area from occupancy until air monitoring results per Section 020915 WORK AREA Clearance indicate area has met the requirements for re-occupancy.

END OF SECTION

SECTION 020915

WORK AREA CLEARANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This section describes work performed by the OWNER'S REPRESENTATIVE to measure post-abatement fiber levels.

1.2 CONTRACTOR RELEASE CRITERIA

The WORK is Complete when the WORK AREA is visually clean and airborne fiber levels have been reduced to the level specified in items 1.6 and 1.7 of this Section.

1.3 AIR MONITORING

A. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to the specified level, the OWNER'S REPRESENTATIVE will secure samples and analyze them according to the following procedures.

B. Fibers Counted: "Fibers" referred to in this section shall be either all fibers regardless of composition as counted in the NIOSH 7400, or asbestos fibers of any size as counted using a Transmission Electron Microscope.

1.4 AGGRESSIVE SAMPLING

A. Before sampling pumps are started the exhaust from forced air equipment (such as a leaf blower with at least 1 horsepower electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 cubic feet of WORK AREA volume.

B. One 20 inch diameter fan per 10,000 cubic feet of room volume will be mounted in a central location, directed toward ceiling and operated at low speed for the entire period of sample collection.

C. Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors of vents.

D. After air sampling pumps have been shut off, fans will be shut off.

1.5 SCHEDULE OF AIR SAMPLES

A. The number and volume of air samples taken and analytical methods used by the OWNER'S REPRESENTATIVE will be in accordance with one of the following schedules in compliance with federal regulations. Sample volumes given may vary depending upon the analytical instruments used.

1.6 PHASE CONTRAST MICROSCOPY (PCM)

A. For projects where PCM sampling applies as per regulation, in each homogenous WORK AREA after completion of all cleaning work, a minimum of 7 samples will be collected and analyzed as follows:

Location	Number	Method	Rate (L/M)	Minimum Volume (L)
Each Work Area	5	PCM	10-15	1,200
Work Area Blank	1	PCM	N/A	N/A
Laboratory Blank	1	PCM	N/A	N/A

B. Fibers on each filter will be counted and measured using the NIOSH Method 7400 procedures.

C. One work area sample may be split and both halves analyzed separately for duplicate analysis.

D. Decontamination of the work site is complete when every WORK AREA sample is equal to or below the applicable Acceptance Level. If any sample is above the Acceptance Level, then the decontamination is incomplete and re-cleaning is required.

1.7 TRANSMISSION ELECTRON MICROSCOPY (TEM)

A. For projects where TEM sampling applies as per regulation, in each homogenous WORK AREA after completion of all cleaning work, a minimum of 13 samples will be collected and analyzed as follows:

Location	Number	Method	Rate (L/M)	Minimum Volume (L)
Each Work Area	5	TEM	10-15	1,200
Outside Work Area	5	TEM	10-15	1,200
Work Area Blank	1	TEM	N/A	N/A
Outside Blank	1	TEM	N/A	N/A
Laboratory Blank	1	TEM	N/A	N/A

B. Analysis of the five (5) inside the WORK AREA samples will be performed using the method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.

C. Asbestos structures referred to in this Section include asbestos fibers, bundles, clusters or matrices, as defined by method of analysis.

D. Release Criteria: Decontamination of the work site is complete if either of the following two sets of conditions is met:

1. WORK AREA Samples are below filter background levels.

   All WORK AREA sample volumes are greater than 1,199 liters for a 25 mm sampling cassette. The average concentration of asbestos on the five WORK

AREA Samples does not exceed the filter background level of 70 structures per square millimeter of filter area.

2. WORK AREA Samples are not statistically different from samples from outside WORK AREA.

   All sample volumes except for blanks are greater than 1199 liters for a 25 mm sampling cassette.

   The average asbestos concentration of the three blanks is below the filter background level of 70 structures per square millimeter of filter area. Average asbestos concentrations in WORK AREA Samples are not statistically different from samples from outside WORK AREA, as determined by the Z-test calculation found in 40 CFR Part 763, Subpart E, Appendix A (Z is less than or equal to 1.65)

If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 020913 shall be repeated.

E. If the arithmetic mean (average) asbestos concentration on the blank filters exceeds 70 structures per square millimeter of filter area the analysis will cease and new samples will be collected.

1.8 FAILED CLEARANCE TESTS

A. If the release criteria are not met and the area must be re-cleaned and re-tested the CONTRACTOR will be responsible for all costs associated with re-cleaning and re-testing, including labor and laboratory costs.

1.9 PHASE CONTRAST MICROSCOPY

A. The services of a testing laboratory, accredited by AI.H.A. or E.P.A., will be employed by the OWNER to perform laboratory analysis of the air samples.

B. Air samples will be obtained and be sent for PCM analysis daily, so that verbal reports on air samples can be obtained within 24 hours.

C. A complete record, certified by the testing laboratory, of all air monitoring tests and results
will be furnished to the OWNER.

1.10 TRANSMISSION ELECTRON MICROSCOPY

A. The services of a testing laboratory will be employed by the OWNER to perform laboratory analysis of the air samples.

B. Verbal results will be available during the 2nd working day after taking the sample.

C. A complete record, certified by the testing laboratory, of all Transmission Electron Microscopy results will be furnished to the OWNER.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

END OF SECTION

SECTION 020916

ABATEMENT PROCEDURES – MINOR

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Removal of friable asbestos containing materials with less than full containment.

B. Glove-bag removals

C. Mini-enclosures

1.2 SUBMITTALS

A. Surfactant: product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.

B. Removal Encapsulant product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.

C. NESHAPS Certification: certification from manufacturer of surfactant or removal encapsulant that, the material, if used in accordance with manufacturer's instructions, will wet asbestos-containing materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).

D. Material Safety Data Sheet: Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant and encapsulating material proposed for use. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

E. Historical Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air monitoring firm to demonstrate the ability to perform work of this section while maintaining an airborne fiber count below 0.1 fibers per cubic centimeter in the breathing zone of the individual performing the work.

F. Spray Cement: Product description including major components and solvents. Manufacturer's installation instructions. Indicate portions applicable to the project.

G. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

H. Glovebags: Product data.

I. Signs: Samples.

J. Mini-enclosure: Provide shop drawings of mini-enclosure arrangement to be used.

1.3 DELETED

1.4 QUALITY ASSURANCE

A. Air monitoring will be conducted during the course of the minor removals to monitor potential fiber release.

B. If any sample analyzed exceeds 0.1 fibers/cc the regulated area must be sealed off, decontaminated and cleared in accordance with applicable sections of this specification.

C. WORK AREA clearance tests when required must also meet the release criteria described in Section 020915.

PART 2 PRODUCTS

2.1 POLYETHELENE FILM SHEETING

A. Polyethylene film sheeting in the largest sheet size possible to minimize seams, 6.0 mil thick, clear, frosted, or black as indicated.

B. Flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil thick, clear, frosted or black as indicated.

C. Where plastic sheet constitutes the only barrier between the WORK AREA and the building exterior, provide translucent, nylon reinforced or woven polyethylene, laminated, flame resistant, polyethylene sheeting that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil thick, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS

A. Duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick tenaciously to sheet polyethylene.

B. Spray adhesive which is specifically formulated to stick tenaciously to sheet polyethylene.

C. Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a solution of 50 polyoxyethylene ester and 50 polyoxyethylene ether mixed with five gallons of water.

D. Provide a penetrating type encapsulant designed specifically for removal of asbestos-containing material. Use a material which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a solution of 50 polyoxyethylene ester and 50 polyoxyethylene ether mixed with five gallons of water.

2.3 GLOVE BAG

A. A minimum 6 mil polyethylene, polyvinylchloride or equivalent plastic sack.

B. With two sealed inward projecting long-sleeved gloves or mittens

C. Preprinted with same warning notice as a disposal bag,

D. Equipped with a pouch for storage of tools

E. Designated location for spray wand or HEPA vacuum wand

F. Sufficient capacity to hold removed materials and permit sealing as specified.

2.4 GARDEN SPRAYER

A. Hand pump type pressure-can garden sprayer fabricated out of either metal or plastic, equipped with a metal wand at the end of a hose that can deliver a stream or spray of liquid
under pressure.

PART 3 EXECUTION

3.1 PREPARATION

A. Isolate area and provide worker protection as outlined in referenced sections.

3.2 REMOVALS

A. Check pipe where the work will be performed. Wrap damaged area of pipe with 6 mil plastic and "candy-stripe" with duct tape. Place one layer of duct tape around undamaged pipe at each end where the glove bag will be attached.

B. Slit top of the glove bag open (if necessary) and cut down the sides to accommodate the size of the pipe.

C. Place necessary tools into pouch located inside glove bag.

D. Place one strip of duct tape along the edge of the open top slit of glove bag for reinforcement.

E. Place the glove bag around section of pipe to be worked on and staple top together through reinforcing duct tape. Next, duct tape the ends of glove bag to pipe itself, where previously covered with plastic or duct tape.

F. Use smoke tube and aspirator bulb to test seal. Place tube into water sleeve squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze glove bag and look for smoke leaking out. If leaks are found, tape closed using duct tape and re-test.

G. Insert wand from garden sprayer through water sleeve. Duct tape water sleeve tightly around the wand to prevent leakage.

H. Thoroughly wet material to be worked on with amended water or removal encapsulant and allow to soak in. Wet adequately to penetrate and soak material through to substrate.

I. One person places his hands into the long-sleeved gloves while the second person directs garden sprayer at the work.

J. Cut insulation at each end of the section to be removed. While spraying amended water or removal encapsulant on the cutting area to keep dust to a minimum.

K. Remove insulation using putty knives or other tools. Place pieces in bottom of bag without dropping.

L. Rinse all tools with water inside the bag and place back into pouch.

M. Scrub and wipe down the exposed pipe.

N. Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the vacuum briefly to collapse the bag.

O. Remove the vacuum nozzle, twist water sleeve closed and seal with duct tape.

P. From outside the bag, pull the tool pouch away from the bag. Place duct tape over twisted portion and then cut the tool bag from the glove bag, cutting through the twisted/taped section. Contaminated tools may then be placed directly into next glove bag without cleaning. Alternatively, tool pouch with the tools can be placed in a bucket of water, opened underwater, and tools cleaned and dried.

Q. With removed insulation in the bottom of the bag, twist the bag several times and tape it to keep the material in the bottom during removal of the glove bag from the pipe.

R. Slip a 6 mil disposal bag over the glove bag (still attached to the pipe). Remove tape or cut bag and open the top of the glove bag and fold it down into disposal bag.

S. Clean all surfaces in the WORK AREA using disposable cloths wetted with water with surfactant or removal encapsulant added. When these surfaces have dried, clean with a HEPA filtered vacuum. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

T. Seal exposed ends of remaining pipe insulation.

U. Remove disposable suits and place these into bag with waste.

V. Collapse the bag with a HEPA vacuum twist top of bag, seal with at least 3 wraps of duct tape, bend over and seal again with at least 3 wraps of duct tape.

3.3 MODIFIED GLOVEBAG PROCEDURES

A. Any modifications to above process must be submitted in writing as a substitution and approved by the OWNER'S REPRESENTATIVE.

3.4 MINI-ENCLOSURES

A. Construct Work Room in the same manner as Primary Barrier fabricated from 6 mil sheet plastic. Arrange so that Primary Barrier provides both a Critical and Primary Barrier. Line walls and floor of Work Room with a continuous Secondary Barrier.

B. Provide an approximately 3'-0" by 3'-0" Change Room, with additional space as required for storage, attached to each Work Room. Fabricate Change Room from 6 mil sheet plastic in the same manner as a Primary Barrier. Locate so that access to WORK AREA is through Change Room.

C. Cover floor in front of entry to Change Room with one layer of 6 mil sheet plastic. Securely anchor sheet plastic to prevent slipping.

D. Provide flapped door as entry to Change Room and entry from Change Room to Work Room. Fabricate each flapped door from overlapping contacting layers of sheet plastic. Fasten each layer on the top and one side. Each flap is to be 3" longer than door opening. Reinforce free side and bottom of each sheet with duct tape. Alternate sides that are fastened on each layer. Form arrows pointing to entry side from duct tape on inside and outside of door.

E. At entry to Change Room post an approximately 20 inch by 14 inch manufactured caution sign displaying the legend with letter sizes and styles of a visibility required by 29 CFR 1926.

F. Provide worker and respiratory protection as specified in Section 020910.

G. HEPA filtered vacuum cleaner with vacuum in space outside Mini-Enclosure may be used to provide a minimum of 8 air changes per hour in the Work Room.

H. Outside of Change Room remove all street clothes and don clean coveralls and respirator. A swim suit or second disposable suit may be worn beneath outer coveralls. Enter Change Room be sure that entry is completely closed. Enter Work Room be sure that entry is completely closed.

I. Worker Decontamination

1. Remove contaminated suit inside the WORK AREA. Leave respirator in place.
2. Wash hands, face and surface of respirator with water and wet paper towels. Use caution to avoid breaking seal between respirator face-piece and face.
3. Proceed with respirator in place to Change Room.
4. Be sure that entry to WORK AREA is completely closed.
5. In Change Room don clean disposable suit leaving respirator in place.
6. Exit change room be sure that entry to Change Room is completely closed.

   Proceed to next Mini-Enclosure, or a remote shower.
7. At end of work day decontaminate fully in accordance with procedures in appropriate specification section describing Worker Protection.

J. Material Decontamination

1. Three workers are required. One in the Work Room, one in the Change Room, and one on Step Off Area.
2. Worker in Work Room cleans equipment and bagged debris and hands one piece of equipment or one bag of debris at a time to worker in Change Room.
3. Worker in Change Room wet cleans each piece of equipment or bag and stores them in Change Room. Equipment is sealed completely in 6 mil sheet plastic in the Change Room.
4. When the amount of stored material in the Change Room becomes large enough that the worker cannot clean incoming material without contacting previously cleaned material the door between the WORK and Clean Room is closed.
5. The worker in the Changing Room then passes each item into a new disposal bag held open in the doorway between the Changing Room and Step Off Area by the work on the Step Off Area. The Worker on the Step Off Area places each bag in a sealed cart for transport to the load out area. No bags are to be stored outside of the Mini-Enclosure.
6. All bags are to be transported through the building in clean sealed containers that have never been in an asbestos WORK AREA, Mini-Enclosure or Decontamination Unit.

K. At completion of all work decontaminate the WORK and Changing Rooms as set forth in Section 020913 Project Decontamination.

END OF SECTION

SECTION 020917

ABATEMENT PROCEDURES - GENERAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Secondary Barriers

B. Removal of ACM

C. Clean of Surfaces Previously Covered by ACM

D. Encapsulants

1.2 DELETED

1.3 SUBMITTALS

A. Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.

B. Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.

C. Submit certification from manufacturer of surfactant or removal encapsulant that, the material, if used in accordance with manufacturer's instructions, will wet asbestos containing materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).

PART 2 PRODUCTS

2.1 AMENDED WATER

A. Provide water to which a surfactant has been added.

B. Use a mixture of surfactant and water which results in wetting of the asbestos containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 polyoxyethylene ester and 50 polyoxyethylene ether mixed with five gallons of water.

2.2 REMOVAL ENCAPSULANT

A. Provide a penetrating type encapsulant designed specifically for removal of asbestos containing material.

B. Use a material which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of 50 polyoxyethylene ester and 50 polyoxyethylene ether mixed with five gallons of water.

2.3 POLYETHYLENE FILM SHEETING

A. Polyethylene film sheeting in the largest sheet size possible to minimize seams, 6.0 mils thick, clear, frosted, or black as indicated.

B. Flame resistant polyethylene film sheeting that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mils thick, clear, frosted or black as indicated.

2.4 MISCELLANEOUS MATERIALS

A. Duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick tenaciously to sheet polyethylene.

B. Spray adhesive which is specifically formulated to stick tenaciously to sheet polyethylene.

C. Provide 6 mil thick leak-tight polyethylene bags labeled as indicated in the specifications.

PART 3 EXECUTION

3.1 SECONDARY BARRIER

A. A drop cloth of clear 6 mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic.

B. Where the WORK is within 10'-0" of a wall extend the Secondary Barrier up wall to ceiling.

C. Support sheet plastic on wall with duct tape, seal top of Secondary plastic to Primary Barrier with duct tape so that debris is unable to get behind it.

D. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.

E. Install Secondary Barrier at the beginning of each work shift.

F. Remove Secondary Barrier at end of each work shift or as work in an area is completed.

Fold plastic toward center of sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.

G. Install Walkways of black 6 mil plastic between active removal areas and decontamination units to protect Primary layer from tracked material. Install walkways at the beginning of, and remove at the end of each work shift.

3.2 WET REMOVAL

A. Thoroughly wet asbestos-containing materials to be removed prior to removal to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant.

B. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water or removal encapsulant to penetrate material thoroughly.

C. When amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. When a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions.

D. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant

on the installation to minimize dispersal of asbestos fibers into the air.

E. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

F. Remove saturated asbestos-containing material in small sections from all areas. As it is removed, pack material while still wet into disposal bags.

G. Evacuate air from disposal bags with a HEPA filtered vacuum cleaner. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash-down station adjacent to material decontamination unit.

3.3 FIREPROOFING OR ARCHITECTURAL FINISH ON SCRATCH COAT

A. Spray asbestos-containing fireproofing or architectural acoustic finish with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate materials to substrate.

B. Scrape materials from substrate. Remove materials in manageable quantities and control the decent to staging or floor below.

C. If using amended water, spray mist surface continuously during work process. If using removal encapsulant follow manufacturer's written instructions.

D. Remove residue remaining on scratch coat after scraping using stiff nylon bristled hand brush, or high pressure washer.

E. If a removal encapsulant is used remove residue completely before encapsulant dries. If substrate dries before complete removal of residue re-wet with amended water or removal encapsulant.

F. Double-bag or containerize the material for disposal.

3.4 FIREPROOFING OR ARCHITECTURAL FINISH ON WIRE LATH

A. Spray asbestos-containing fireproofing or architectural acoustic finish with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to completely saturate material.

B. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above.

C. Cut wire lath into sections and cut hanger wires. Roll up complete with asbestos-containing material and hand place in disposal bag. Do not drop on floor.

D. After removal of lath and asbestos-containing material remove any overspray on decking and structure above.

E. Deposit the sections of plaster and lath in double bags as required for disposal, being careful to prevent jagged edges of lath from tearing disposal bags. If bags continue to tear double bags then boxes or drums must be used and sealed as directed by the OWNER'S REPRESENTATIVE.

3.5 PIPE INSULATION

A. Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions.

B. Cut bands holding performed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor.

C. Remove any residue on pipe or fitting with stiff bristle nylon hand brush.

D. Where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos containing fibrous material, remove fibrous material 3" from the point where it contacts the asbestos-containing insulation.

3.6 ENCAPSULATION

Upon completion of removal and cleaning of surfaces, have surfaces visually inspected by the OWNER'S REPRESENTATIVE. When surfaces have passed the visual inspection, they shall be sprayed with an approved encapsulant.

3.7 PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM

A. Provide pressure differential and air circulation systems as described below for each area where asbestos-containing material is being removed or otherwise disturbed.

B. Provide HEPA filtered fan units, one for each scraping activity, in addition to those required by section 020904, in the vicinity of the work. Arrange so that exhaust is into the work area oriented in a direction away from the work. Extend a 12" diameter flexible non-collapsing duct from the intake end to a point no more than 4'-0 from any scraping or wire brushing activity.

3.8 AIRBORNE FIBER COUNTS

A. Use work procedures that result in an 8 hour Time Weighted Average (TWA) airborne fiber count less than that indicated in Section 020903 Abatement Air Monitoring.

B. If airborne fiber counts exceed this level immediately mist the area with amended water to lower fiber counts and revise work procedures to maintain airborne fiber levels at or less than the required limit.

END OF SECTION

SECTION 020918

DISPOSAL OF REGULATED ASBESTOS-CONTAINING WASTE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Disposal of Asbestos-Containing Materials.

B. Packaging of asbestos-containing waste materials.

C. Disposal may be accomplished either by landfilling or converting asbestos containing materials to non-asbestos waste.

1.2 SUBMITTALS

A. Copy of state or local license for waste hauler.

B. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number.

C. Name and address of processor where asbestos-containing waste materials are to be process into non-asbestos waste. Include contact person and telephone number.

D. Product data on process to be used.

E. Letters or other documents from the United States Environmental Protection Agency relative to the process; indicating compliance with Section 61.152(a) of NESHAP regulations.

F. Chain of Custody form and form of waste manifest proposed.

G. Sample of disposal bag and any added labels to be used.

PART 2 PRODUCTS

2.1 DISPOSAL BAGS

A. Provide 6 mil thick leak-tight polyethylene bags labeled with four labels with text as follows:

First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U.S. Department of Transportation regulation on hazardous waste marking. 49 CFR Parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ HAZARDOUS
SUBSTANCE,
SOLID, NOS,
ORM-E, NA 9188
(ASBESTOS)

Fourth Label:

NAME OF GENERATOR
NAME OF CONTRACTOR

PART 3 EXECUTION

3.1 GENERAL

A. All waste is to be hauled by a waste hauler with all required licenses form all state and local authority with jurisdiction.

B. Load all asbestos-containing waste material in disposal bags or leak-tight drums.

C. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 020905 Temporary Enclosures.

D. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to ensure that no unauthorized persons have access to the material.

E. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.

3.2 DISPOSAL

A. Sealed plastic bags must be carefully unloaded from the truck. If bags are broken or damaged, return to work site for re-bagging. Clean entire truck and contents using procedures set forth in Section 020913 Project Decontamination.

B. At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in Section 020913 Project Decontamination.

C. Retain receipts from landfill or processor for materials disposed of.

D. At completion of hauling and disposal of each load submit copy of waste manifest, chain or custody form, and landfill receipt to OWNER'S REPRESENTATIVE within 35 days from the time the waste is deposited at the landfill.

END OF SECTION