PROJECT MANUAL **Volume 1**
18 JULY 2025 **DIVISIONS 00-09**

MIDDLE SCHOOL HVAC EQUIPMENT REPLACEMENT AND UPGRADES

Grove City Area School District
511 Highland Avenue, Grove City, PA 16127

DRAW Project No.: 25-S43-01

OWNER:

GROVE CITY AREA SCHOOL DISTRICT

511 Highland Avenue
Grove City, PA 16127

ARCHITECT:

Tower Engineering
115 Evergreen Heights Drive, Suite 400, Pittsburgh, Pennsylvania 15229-1346
412.931.8888 ♦ Fax 412.939.2525 ♦ www.estower.com

REGISTERED ARCHITECT
PENNSYLVANIA
MARK EDWARD SCHELLER NO. RA403833

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END OF DOCUMENT

DOCUMENT 00 1113 - ADVERTISEMENT FOR BIDS

The Grove City Area School District, Grove City, PA, will receive signed and sealed Bids, appropriately identified, for the following project:

Middle School HVAC Equipment Replacement and Upgrades
GROVE CITY AREA SCHOOL DISTRICT
511 Highland Avenue
Grove City, PA 16127

Contracts: **01 – General Construction (GC)**
02 – HVAC Construction (HC)
03 – Plumbing Construction (PC)
04 – Electrical Construction (EC)

The Owner will receive Bids until **3:00 PM** prevailing time, on **Wednesday, August 13, 2025**, at the Grove City Area School District Central Office, 511 Highland Avenue, Grove City, PA 16127, c/o Dr. Joshua Weaver, Superintendent. Promptly thereafter, they will be publicly opened and read aloud. Bids received after this time will not be accepted.

Each Bid shall be submitted in a sealed, opaque envelope and individually marked with the following:
Project Name (as noted above)
Prime Construction Contract Number and Name (eg. "01 – General Construction")
Company Name
BID ENCLOSED – Do Not Open

Bids shall be made upon the form provided and shall be accompanied by a bid bond, certified check, or cashier's check in the amount of ten percent (10%) of the Base Bid amount made payable to or indemnifying the Grove City Area School District. In addition, submit the following with each bid: Non-Collusion Affidavit, Contractors Qualification Statement, and Certificate of Authority (if applicable). Owner reserves the right to waive any informalities in bids and to accept or reject any or all Bids.

Prime Bidders will be required to REGISTER to receive notification of Addenda and project information updates, and to obtain access to the PrintScape Website. Registration as a Prime Bidder is automatic upon request and purchase of the complete Project Manual and Drawing sets by contacting Tom Santia at PrintScape, 412-788-0641, x115. Bidders shall submit registration request on company letterhead to include the following: 1) Company Name, 2) Contract(s) being bid, and 3) Contact person, email address and phone number. Notification of addenda and updates will be via e-mail to registered bidders. Addenda, question and responses, and other update information will be posted on the DFS Plan Room Project Folder at www.myPrintScape.com. The purchase of additional bidding documents may be arranged directly through PrintScape. The cost of the Project Manual and Drawings is non-refundable.

A **Pre-Bid Conference** will be held in the Grove City Area Middle School Lobby at **2:00 pm** prevailing time, on **Wednesday, July 30, 2025**. After the meeting, Bidders will be permitted to examine the areas of the Work.

Questions pertaining to the content of the Bidding Documents shall be directed to Mike Chvala, Tower Engineering by email at MChvala@Tower-Engineering.com and Mark Scheller, DRAW Collective, by email at MarkS@DRAWcollective.com . Questions must be submitted using the Pre-Bid RFI form available on the DFS Website, phone calls will not be accepted.

By order of the Board of School Directors,

Grove City Area School District

DOCUMENT 00 2113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 DOCUMENTS

A. See “Instructions to Bidders”, AIA Document A701-2018, Articles 1 through 14 inclusive, standard form as amended for this project, following this page.

B. Supplemental Instructions to Bidders, in the form of additions or revisions to standard form text, are incorporated in the modified Document A701 attached.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

DOCUMENT CONTINUES ON NEXT PAGE

AIA® Document A701® – 2018

Instructions to Bidders

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

Project No. 25-S43-01Project No. 25-S43-01

Middle School HVAC Equipment Replacement and Upgrades

100 Middle School Drive, Grove City, PA 16127

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

Grove City Area School District

511 Highland Avenue, Grove City, PA 16127

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

Tower Engineering
115 Evergreen Heights Drive
Pittsburgh, PA 15229

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

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

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

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

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

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2 BIDDER'S REPRESENTATIONS

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor, Conditions of the Contract (General, and other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.

§ 1.1.2 The Contract Documents consist of the Bidding Documents, Agreement Between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the work issued by the Architect

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents; No allowance or contract adjustment will be made for the lack of such information on the part of the Contractor. Becoming familiar with local conditions includes, but is not limited to, the location, accessibility, and general character of the site, the building, and the areas of the Work and the character and extent of existing work within or adjacent to the areas of the new Work, including field checking of existing Work which interferes with new Work. Visits to the site of the Work are permitted only under the conditions described in paragraph 2.2.
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and a bid containing an alternative that does not comply with the Bidding or Contract Documents may be declared non-responsive.
- **.6** the bid does not include any sales or use tax on "building machinery and equipment" (or services to such property) as defined by Act 1998-45. The Bidder has used its best efforts to identify "building machinery and

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equipment" (or services to such property) that can be purchased exempt from Pennsylvania sales and use tax.

.8 Contractor will require each Subcontractor and each Sub-subcontractor, through legally enforceable written Contracts, to meet all of the responsibilities of the Contractor with respect to any portion of the Work performed by any Subcontractor or Sub-subcontractor.

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

.10 The Bidder is aware and has been advised that the Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work and their Subcontractors and Sub-subcontractors Work and that the Contractor shall review, evaluate and take into consideration these requirements when making its bid.

.11 The Bidder is aware and has been advised that Subcontractors and Sub-subcontractors ought to be given these requirements for bidding purposes so as to ensure consistency and contract adherence.

.12 The Bidder will require each Subcontractor and each Sub-subcontractor, through legally enforceable written Contracts, to meet all of the responsibilities of the Contractor with respect to any portion of the Work performed by any Subcontractor or Sub-subcontractor.

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

§ 2.2 To avoid interference with the established routine of the Owner, access to the site in order to prepare a bid is permitted only at times and in groups as the Owner may determine, and then only when accompanied by an attendant. Make visits to the site as brief as possible and limit them to such persons to whom an inspection is essential in preparing the Bid. For appointments to visit the site, the Bidder applies to the following individual:

Mr. Ray Dennis, Director of Bldgs and Grounds
Grove City Area School District
511 Highland Avenue, Grove City, PA 16127
Phone: 724-264-4157
Email: ray.dennis@gcasdk12.org

§ 2.3 The Bidder acknowledges that the Project for which construction proposals are being solicited is a project constituting public works and is subject to applicable provisions of the statutes and regulations of the Commonwealth of Pennsylvania, including the Pennsylvania Human Relations Act, the Pennsylvania Prevailing Wage Act, the Separations Act, the Steel Products Procurement Act, the Antibid-Rigging Law, the Bid Withdrawal Act, the Public Works Contractors Bond Law, the Resident Labor Statute, the Trade Practices Act, the Utilities Protection Act ("Pa. One-Call"), the Public Works Employment Verification Act, and the Act 114 FBI Fingerprint Report.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

Prime Bidders will be required to REGISTER to receive notification of Addenda and project information updates, and to obtain access to the PrintScape Website. Registration as a Prime Bidder is automatic upon request and purchase of the complete Project Manual and Drawing sets by contacting Tom Santia at PrintScape, 412-788-0641, x115. Bidders shall submit registration request on company letterhead to include the following: 1) Company Name, 2) Contract(s) being bid, and 3) Contact person, email address and phone number.

§ 3.1.2 The cost of the Project Manual and Drawings is non-refundable.

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

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes

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responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing as follows:
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Submit to Architect (Tower Engineering) via e-mail to using DRAW Collective Bidding RFI Form provided in Project Manual.

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

§ 3.3 Substitutions

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

§ 3.3.1.1 Particular names or descriptions of materials and products are given to establish such standard of performance, function, dimension, appearance, and quality, as well as of cost for bidding purposes. Alternatives of a quality necessary to meet the specifications may be presented for consideration in accordance with 3.3.2. Where substitutions are specifically disallowed in a specification, alternatives will not be considered. By naming products or manufacturers, it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. A bid containing any alternative which does not meet the specifications may be declared non-responsive.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions will be received by the Architect at least five working days prior to the date for receipt of Bids. Requests shall be submitted via e-mail in the same manner as that established for submitting clarifications and interpretations in Section

3.2.2, using Bidding Substitution Request form provided in Project Manual.

§ 3.3.2.2 Requests for substitution after the Contract award will be accepted by the Architect only from Prime Contractors using the form provided in the Project Manual, and will only be considered under the

definitions and conditions defined in the Division 01 Sections “Product Requirements” and “Substitution Procedures”. The Architect’s decision of approval or disapproval of a proposed substitution is final.

§ 3.4 Addenda

§ 3.4.1 Addenda, or notification of Addenda that have been posted to the Project Center website, will be transmitted by e-mail to all who are registered as Prime Bidders.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

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

§ 3.4.3 Addenda may be issued up to noon on the day prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids, may be issued without time limit.

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

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

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

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid. Failure to initial may make the Bid non-responsive and may subject the Bid to rejection.

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

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

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed in his own hand and usual manner by the person or persons legally authorized to bind the Bidder to a contract.

.1 When the Bid is executed by or on behalf of a partnership, at least one partner must sign the Bid in his own hand and usual manner and the names and addresses of all members of the partnership must accompany the Bid.

.2 When the Bid is executed by or on behalf of a corporation, the Bid must be signed by at least two officers in their own hand and usual manner thereof, one of whom is the President or Vice President of said corporation, and must have the corporate seal affixed.

.3 If the Bidder is incorporated in a state other than Pennsylvania, the Bidder must state on the Bid whether the corporation is registered to do business in Pennsylvania. If the Bidder is not so registered, it must state thereon that upon acceptance of its bid it will immediately register to do business in Pennsylvania, or forfeit any right to the Contract.

4. If the Bidder operates under an assumed or fictitious name, it must state whether such a name has been registered in Pennsylvania.

5. No Contract will be awarded to a Bidder unless it has complied with or agrees to comply with proper registration under the laws of the Commonwealth of Pennsylvania.

6. Upon written request to the Owner, and with its approval prior to the filing of a Bid, a Bidder may submit a Bid signed by and on behalf of the Bidder by an attorney-in-fact authorized to so act by the Bidder by a written and notarized power of attorney filed with the Owner.

7. When the Bid is executed by or on behalf of an individual or sole proprietorship, the Owner must sign the Bid in his own hand and usual manner.

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§4.1.8 Any requested separate prices and unit prices must be bid. When appropriate, estimated quantities to be included by the bidder in the Base Bid are provided for unit prices. Where a blank is included for estimated quantities, bidder includes his estimate of quantities.

§4.1.9 Bids shall be submitted on the Contract Documents and Bidding Documents forms furnished, including the Contractor Qualification Statement, or an exact copy thereof, and shall be signed in ink. All unsigned Bidding Documents and Bidding Documents that are not completely and properly executed on the signature page may be rejected by the Owner, or the Owner's authorized representative. Each Bid must include the full business address of the Bidder and must be signed by the required individual or individuals, in their usual hand using their usual signatures. Bidding Documents containing any conditions, omissions, unexplained erasures, blanks, unanswered items, or alterations, or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner and subject to a determination by the Owner that the Bid is non-responsive.

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

Bid security of not less than ten percent of the amount of each Base Bid, which may be in the form of a certified check, bank cashier's check trust company treasurer's check, Bid Security on the Form enclosed and furnished by the Owner, or other form of security permitted by law, made payable to the Owner.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4

Bid securities not forfeited under the terms of bidding, except for those furnished by the 3 lowest responsible Bidders on each Contract, are to be returned immediately. The security of the 3 lowest responsible Bidders, except where forfeiture of security is required, are to be returned upon execution of the Contract and delivery of the required bonds and insurance coverage by the successful Bidder; or before 60 calendar days after the designated date for receipt of Bids, unless an extension of time is granted by them.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

paper copy

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will be returned unopened.

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

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

§ 4.3.6 The failure to submit all required documents and materials with the Bid, including but not limited to the Non-Collusion affidavit, the Bid Bond or other acceptable form of Bid Security, and the Contractor's Qualification Statement, AIA A305 or another equivalent form of Contractor Qualification Statement, may result in the rejection of the Bid on the grounds that the Bid is non-responsive.

§ 4.3.7 Each Bidder shall submit with its bid evidence of its experience, qualifications and financial ability to carry out the terms of the Contract in the form of a completed Contactor's Qualification Statement. AIA-A305 or another equivalent Contractor's Qualification Statement and provide additional information thereafter as requested by the Owner. Each Bidder must submit answers to each and every one of the questions on the Contractor's Qualification Statement and all other Contract Documents and Bidding Documents at the time of bidding, with complete answers to questions concerning the Bidder's capability, its financial integrity, and its past conduct. The Owner may make such investigations as it deems necessary to evaluate the responsiveness of the Bidder's answers to the questionnaires and submissions and as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder's responsibility and responsiveness generally. The Owner, after investigation, may determine that the Bid is non-responsive and, after such determination, may reject the Bid. The Owner need not contact the Bidder prior to bid rejection provided that the Owner has engaged in and investigation it deems necessary to evaluate the Bid's responsiveness. However, to the extent that the Owner elects to contact the Bidder to obtain more information prior to bid rejection, the Bidder must furnish to the Owner all information and data, as may be requested by the Owner after the submission of the Bid. The Owner reserves the right to reject any Bid from a Bidder that is not responsive and/or not responsible in accordance with the Public Procurement Code, the Public School Code, these Contract Documents and Bidding Documents or other applicable and governing law. Evidence of the failure of the Bidder to properly respond after the submission of its Bid to request from Owner for additional information, documents and data, may be considered by Owner in determining the Bidder's responsibility and responsiveness.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two working days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect and Owner, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

Bid security will be held based on Bid rank and returned as provided in Section 4.2.4

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

To the maximum extent permitted by law, the Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection. To the maximum extent permitted by law, the Owner reserves the right to waive any defects in a bid, including, but not limited to, a bidder's failure to strictly comply with the bid

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requirements, if such waiver does not give one bidder a material or competitive advantage over another bidder.

§ 5.2.1 The Bids of any Bidders who engage in collusive bidding are rejected. Any Bidder who submits more than one Bid for a Contract, directly or indirectly, and makes it appear that the Bids are on a competitive basis from different parties, is considered a collusive Bidder.

§ 5.2.2 Submit a completed copy of the document "Non-Collusion Affidavit" (Document 00 4519) with accompanying attachments with your Bid. Failure to provide this information with the Bid results in the Bidder's disqualification and rejection of its Bid

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests. It is the intent of the Owner to award a Contract within 60 calendar days from the date when the Bids are due.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§

5.3.3 The Bidder to whom the Contract has been awarded executes and returns the Contract to the Architect within 10 working days after receipt of it. The Bidder shall also furnish at that time to the Architect properly executed (1) Performance and Payment Bonds in the form included in the Contract Documents, (2) insurance certificates evidencing insurance of the required types and in the required amounts, (3) a breakdown of the Bidder's schedule of values using the forms provided at the time, (4) the Form of Owner-Contractor Agreement, and (5) a corporate resolution, if appropriate.

.1 Name as additional insureds on Insurance Certificate the Certificate Holder (New Brighton Area School District), The Commonwealth of Pennsylvania, Draw Collective, and Tower Engineering, including Completed Operations on a Primary and Non-Contributory basis for the same limits required under General Liability.

§

5.3.4 When separate Base Bids are requested for different products and systems of construction, the Owner has the right to accept the product or system of construction which, in its judgment, is in its own best interests, and to determine the low Bidder on the basis of the accepted product and/or system of construction

ARTICLE 6 POST-BID INFORMATION

§ 6.3 Submittals

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

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

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, submit an acceptable substitute person or entity and any required adjustment in the Base Bid or Alternate Bids to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event

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of disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND AND MAINTENANCE BOND

§ 7.1 Bond Requirements

§ 7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 The cost of furnishing the bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 Provide the required bonds by a company or companies licensed to do business in the Commonwealth of Pennsylvania which have a minimum Best rating of "A-," a minimum policy holder's surplus of $100 million, are listed on the current U.S. treasury Circular No. 570 (sureties acceptable for federally financed construction projects), and against which the Owner has no reasonable objection.

§ 7.1.4 The Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.5 The Maintenance Bond shall be written in the amount of ten percent of the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three working days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.2.1. The Maintenance Bond shall be written in a form acceptable to the Owner to guarantee that the Contractor remedies without cost to the Owner any defects in the Work which may develop during a period of one year from the Date of Substantial Completion of the Work performed under the Contract.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor.

ARTICLE 9 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

§9.1 *All Contractors and Subcontractors of whatever tier are required to comply with the Public Works Employment Verification Act, 43 P.S. §§167.1-167.11 and its Chapter 66 implementing guidelines. All Contractors and Subcontractors performing work on this Project are required to comply with Federal Employment Eligibility Requirements through the United States Department of Homeland Security's E-Verify Program. For each employee hired on or after January 1, 2013, Contractors and subcontractors must submit a Public Works Employment Verification Form to the School District prior to being awarded a Public Works Contract and throughout the duration of the Project, regardless of whether such employees will work onsite or offsite. Contractors and subcontractors shall update the Verification Forms throughout the duration of the Project. Contractors shall include the requirement to comply with this Act in each and*

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every subcontract into which they enter on this Project. The School District will maintain the Form for the duration of the Project. The Form may be accessed at: www.dgs.state.pa.us. The Chapter 66 implementing guidelines are located at:

http://www.pabulletin.com/secure/data/vol42/42-52/index.html. Information on the E-Verify program can be found at: 222.dhs.gov/e-verify.

ARTICLE 10 EMPLOYEE BACKGROUND CHECKS

§10.1 *Bidders are advised that the Owner will require employee background checks in accordance with applicable law including, Pennsylvania State Police Request for Criminal Record Check, Form SP4-164 , Federal Bureau of Investigation criminal history, and the Department of Public Welfare, Pennsylvania Child Abuse History Clearance, Form CY-113. Contractors shall provide all documentation to the Owner.*

§10.2 The Owner will require a criminal history background check of individuals who will be working at the project site, prior to hiring an applicant or accepting the services of a contractor employing such individuals. The criminal history check shall not be more than 1 year old at the time of employment or engagement of contracted services. Contractors shall provide all documentation to the Owner.

ARTICLE 11 PENNSYLVANIA PREVAILING MINIMUM WAGE RATES

§11.1 This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this specification. If bidders proposal is less than $25,000, the Bidder shall not be required to meet Prevailing Wage Requirements.

ARTICLE 12 DISCRIMINATION (SECTION 755)

§12.1 DISCRIMINATION PROHIBITED: According to 62 Pa. C.S.A. § 3701, the contractor agrees that:

.1 *In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.*

.2 No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

.3 The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

§12.2 COMPLIANCE WITH HUMAN RELATIONS ACT NO. 222

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause n 16 PA. Code 49.101.

ARTICLE 13 BUY U.S. STEEL, CAST IRON, MACHINERY, AND EQUIPMENT

§13.1 Provision for the Use of Steel and Steel Products Made in the U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

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

ARTICLE 14 PENNSYLVANIA ONE-CALL

§14.1 Bidders shall acquaint themselves with Act 287 and Amendment Act 172, creating the "One Call System. The successful Contractor shall give notification using the "One Call System" (telephone number 18002421776) whenever the work includes excavation, tunneling or other potential subsurface disturbances using powered equipment

ARTICLE 15 WOMEN'S AND MINORITIES CLAUSE

§15.1 Minority and Women-Owned Business Enterprises.

It is the policy of the Authority to provide Minority and Women-Owned Business Enterprises (M/WBEs) the greatest practicable opportunity to participate in the Authority's contracting activity for the procurement of goods and services. To effectuate this policy, Contractor shall comply with the provisions of this Supplement 1 and the provisions of Article 15-A of the New York Executive Law. The Contractor will employ good faith efforts to achieve the below-stated M/WBE Goals set for this contract, and will cooperate in any efforts of the Authority, or any government agency which may have jurisdiction, to monitor and assist Contractor's compliance with the Authority's M/WBE program. Minority-Owned Business Enterprise (MBE) Subcontracting Goal [15%] Women-Owned Business Enterprise (WBE) Subcontracting Goal [15%] Waivers shall only be considered in accordance with the provisions of Article 15-A of the Executive Law. To help in complying, Contractor may inspect the current New York State Certification Directory of Minority and Women Owned Businesses, prepared for use by state agencies and contractors in complying with Executive law Article 15-A, (the Directory) at the same location where the Authority's bid document or request for proposals may be obtained or inspected and also at the Authority's office. Boulevard, Suite 403, Uniondale, NY 11553. In addition, printed or electronic copies of the Directory may be purchased from the New York State Department of Economic Development, Minority and Women's Business Division. If requested, Contractor shall submit within ten (10) days of such request, a complete Utilization Plan, which shall include identification of the M/WBEs which the Contractor intends to use; the dollar amount of business with each such M/WBE; the Contract Scope of Work which the Contractor intends to have performed by such M/WBEs; and the commencement and end dates of such performance. The Authority will review the plan and, within twenty (20) days of its receipt, issue a written acceptance of the plan or comments on deficiencies in the plan. The Contractor shall include in each Subcontract, in such a manner that the provisions will be binding upon each Subcontractor, all of the provisions herein including those requiring Subcontractors to make a good faith effort to solicit participation by M/WBEs. If requested, the Contractor shall submit monthly compliance reports regarding its M/WBE utilization activity. Reports are due on the first business day of each month, beginning thirty (30) days after Contract award. The Contractor shall not use the requirements of this section to discriminate against any qualified company or group of companies

§15.2 Woman-owned business, minority-owned business or veteran-owned business.

(a) Department verification.--The following shall apply:

(1) The department shall establish a process to verify a diverse or disadvantaged business as Pennsylvania home state-certified for the purpose of other state or national disadvantaged business programs.

(2) The department shall verify a business that has been certified as a diverse or disadvantaged business by a third-party organization recognized by the department.

(b) Notice.--A business verified under subsection (a) (2) may request the department to provide notice of the business status under this chapter.

(c) Lists.--The department shall compile, maintain and make available source lists of businesses verified by the department as a diverse or disadvantaged business for the purpose of encouraging procurement from those businesses.

(d) Regulations.--The department may promulgate regulations to administer this section.

§15.3 PA TITLE 62:
DIVERSE AND DISADVANTAGED BUSINESSES

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Minority and Women-Owned Business Enterprises. It is the policy of the Authority to provide Minority and Women-Owned Business Enterprises (M/WBEs) the greatest practicable opportunity to participate in the Authority's contracting activity for the procurement of goods and services. To effectuate this policy, Contractor shall comply with the provisions of this

2201. Definitions.

2202. Woman-owned business, minority-owned business or veteran-owned business.

Enactment. Chapter 22 was added November 21, 2016, P.L.1507, No.171, effective in 120 days.

§ 2201. Definitions.

The following words and phrases when used in this chapter shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Diverse and disadvantaged businesses." A woman-owned business, a minority-owned business or a veteran-owned business.

"Minority-owned business." A for-profit business which is at least 51% owned and controlled by one or more individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders. The term includes a corporation in which at least 51% of the stock is owned by one or more individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

"Veteran." Shall have the meaning given in 51 Pa.C.S. § 9601 (relating to definitions).

"Veteran-owned business." A for-profit business that is at least 51% owned and controlled by one or more veterans. The term includes a corporation in which at least 51% of the stock is owned by one or more veterans.

"Woman-owned business." A for-profit business which is at least 51% owned and controlled by one or more women. The term includes a corporation in which at least 51% of the stock is owned by one or more women.

§ 2202. Woman-owned business, minority-owned business or veteran-owned business.

(a) Department verification.--The following shall apply:

(1) The department shall establish a process to verify a diverse or disadvantaged business as Pennsylvania home state-certified for the purpose of other state or national disadvantaged business programs.

(2) The department shall verify a business that has been certified as a diverse or disadvantaged business by a third-party organization recognized by the department.

(b) Notice.--A business verified under subsection (a)(2) may request the department to provide notice of the business status under this chapter.

(c) Lists.--The department shall compile, maintain and make available source lists of businesses verified by the department as a diverse or disadvantaged business for the purpose of encouraging procurement from those businesses.

(d) Regulations.--The department may promulgate regulations to administer this section.

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Designing places that matter, together.

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DRAW COLLECTIVE Architecture

PRE-BID REQUEST FOR INFORMATION FORM (DOCUMENT 00 2116)

Project:	**Grove City Area SD Middle School HVAC Equipment Replacement and Upgrades**	**Date:**
DRAW Project No.:	**25-S43-01**	**To:** Mike Chvala - MChvala@Tower-Engineering.com
Contract No.: (01 through 06)	25-S43-01-_____	cc: Julie Plummer – jplummer@Tower-Engineering.com
Contract Type: (circle one)	GC HC PC EC FSC	
From:		
Company Name:		E-mail Address:
Contact Person:		Telephone: / Fax:

PLEASE USE ONE RFI FORM PER QUESTION

Section/ Drawing No.	

Response			
Name:			
Company:		Date:	

TOWER Engineering Use			**No:**
Date Received:	Date Forwarded:	Forwarded To:	

Address
470 Washington Road
Pittsburgh, PA 15228

DRAWcollective.com

Contact
Phone 412.561.7117
Fax 412.561.9025

PRE-BID SUBSTITUTION REQUEST		
Project:	**Grove City Area SD** **Middle School HVAC Equipment Replacement and Upgrades**	**Date:**
DRAW Project No.:	**25-S43-01**	**To:** Mike Chvala - MChvala@Tower-Engineering.com cc: Julie Plummer – jplummer@Tower-Engineering.com
Contract No.: (01 through 06)	25-S43-01-_____	
Contract Type: (circle one)	GC HC PC EC FSC	
From: Company Name: Contact Person:		E-mail Address: Telephone: Fax:

Section No.	Paragraph	SPECIFIED ITEM	PROPOSED SUBSTITUTION

Signature: Date:

Note: Request for Substitutions received less than five days prior to the Bid Date or by entities other than registered Prime Bidders may be summarily rejected.

Supporting documentation: (required)
The attached data includes product description, specifications, drawings, photographs, and performance and test data and warranty information, as applicable, adequate for evaluation of the request; applicable portions of the data are clearly identified and variation from the specified products are clearly identified.

The attached data also includes a description of changes to the proposed Contract Documents which the requested substitution will require for its proper installation and/or coordination with other work.

The Bidder certifies that the following paragraphs are correct unless clearly noted otherwise in the attachments.

1. The requested substitution does not affect the dimensions shown on the Drawings.
2. The requested substitution does not change the building design, including engineering design or detailing.
3. The requested substitution has no adverse effect (including additional scope of work or cost increase) on any other trades, the contractor's Construction Schedule or any specified warranty requirements.

APPROVED	NOT APPROVED	COMMENTS

Name:
Company: Date:

DOCUMENT 00 3100 - AVAILABLE PROJECT INFORMATION

PART 1 - GENERAL

1.1 GENERAL

A. Available Project Information may be examined online by visiting the website of:

1. Printscape Imaging and Graphics
2. Website: myPrintscape.com

1.2 EXISTING DRAWINGS

A. Existing Conditions: These drawings are of original design and therefore do not necessarily represent conditions that exist on site. Except as indicated in paragraph **3.7.4 Claims for Concealed or Unknown Conditions** of General Conditions, Contractor has full responsibility with respect to existing conditions at site.

B. A copy of original drawings with respect to existing structure is available for viewing, titled as follows:

- **Grove City Area School District – Middle School – Eckles Architecture And Engineering**

C. These drawings identify original structure conditions and were supplied primarily for use of Architect.

1.3 OWNER PROVIDED EQUIPMENT

A. Shop drawing submittals for Owner provided equipment purchased under separate contract. This equipment is being purchased through Toby Karg and shall be installed by the Prime Contractors on this project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DOCUMENT 00 3100

DOCUMENT 00 4116G – GENERAL CONSTRUCTION BID FORM

CONTRACT NO. 25-S43-01-01

on

PROJECT NO. 25-S43-01

MIDDLE SCHOOL – HVAC EQUIPMENT REPLACEMENT AND UPGRADES

for

GROVE CITY AREA SCHOOL DISTRICT
511 Highland Avenue, Grove City, PA 16127

DRAW Collective
470 Washington Road
Pittsburgh, PA 15228

BID OF _____ _____
(Name) (Date)

_____ _____
(Address) (Telephone Number)

_____
(City, State, Zip)

TO: Dr. Joshua Weaver, Superintendent
Grove City Area School District
511 Highland Avenue
Grove City, PA 16127

Ladies and Gentlemen:

The undersigned submits this Bid in conformity with the Drawings and Specifications prepared by DRAW Collective/Tower Engineering, and on file at the above named office; and after examination of the site of the Work, the Bidding Requirements (including the Advertisement for Bids, Instructions to Bidders, and Contractors' Qualification Statement), and the proposed Contract Documents (including the General Conditions, and any addenda issued during the bidding period changing any part of the Contract Documents).

For the price hereinafter stated, it is proposed to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services, and to do and perform all superintendence of the construction, and to secure and pay for all permits and licenses, and to do all incidental work in order to execute and complete the Work in an expeditious and workmanlike manner to the satisfaction and acceptance of the Owner, and the Architect, all in accordance with the Contract Documents.

Enclosed herewith as bid security is a Bid Bond or certified check drawn to the order of the Owner in the amount stated in the Advertisement for Bids. The undersigned agrees not to withdraw this Bid for a period of 60 days after the designated time for receipt of Bids; and that if this Bid is accepted by the Owner, to execute the Contract and furnish the required bonds and insurance coverages. It is agreed that upon the request of the Owner, that date of award will be extended by 30 days. It is agreed that the bid security will be forfeited as liquidated damages, not as a penalty, if the undersigned fails to furnish the required bonds and insurance coverages within 10 days after receipt of written

notice of award of Contract, or fails to execute and deliver the Agreement for the Work within 10 days after receipt of it.

The Bidder hereby certifies that he is the only person(s) interested in this Bid as principal; and has not entered into collusion with any person, firm, or corporation in respect to this Bid or the submitting of Bids for this Contract.

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Sections 752, 755, and 757 of the "Public School Code of 1949" of the Commonwealth of Pennsylvania, as amended, and the "Pennsylvania Human Relations Act," as amended.

The Bidder hereby acknowledges that Act 114 of 2006, Act 34 of 1985, and Act 151 of 1994 requires that all of the Contractor's employees and all lower tier contractors' employees produce an FBI Federal Criminal History Record, reports of criminal history record information from the Pennsylvania State Police, or a statement from the State Police that the State Police central repository contains no such information relating to each such person, and an "Official Clearance Statement" (OCS) from the Department of Public Welfare before said person may begin working on School District Projects. (See Division 01 Section, "Regulatory Requirements" for additional information.)

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Compliance required with the Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No. 442; Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60 -1.4); Executive Order 11625 (Utilization of Minority Business Enterprise); Executive Order 12138 (Utilization of Female Business Enterprise); in compliance with Section 504 of Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990.

The Bidder hereby agrees to progress with the Work in accordance with the predetermined schedule, and to achieve Substantial Completion within the Contract Time in accordance with the dates established in the Agreement.

The Bidder hereby agrees that the right is reserved to the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. It is further understood that the competency and responsibility of Bidders is a consideration in the award of the Contract.

The Base Bid, price quotations, and other information are submitted in the spaces provided on the Bid Form or attached to the Bid Form. Omission of price quotations or other information requested will be sufficient reason for rejection of this Bid.

In submitting this Bid, the Bidder hereby acknowledges the issuance, receipt, and acceptance of Addenda as indicated below:

Addenda issued: YES / NO [*cross out one*]; if YES list below:			
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated

****

CONTRACT NO. 25-S43-01-01
BASE BID

For all Work, the total sum of:

_____Dollars ($_____)
(Written) (Figures)

****

ALTERNATE PRICE SCHEDULE

No Alternates

****

UNIT PRICE SCHEDULE

NO.	SCHEDULED ITEM	BASE-BID QUANTITY	UNIT	UNIT PRICE ADD/ DEDUCT
UG-1	Gypsum Bd Ceiling Replacement	As designated on Architectural drawings	(1) SF	$_____._____
UG-2	APC Ceiling – Type 2	As designated on Architectural drawings	(1) 2'x4' Tile	$_____._____
UG-3	APC Ceiling – Type 3	As designated on Architectural drawings	(1) 2'x4' Tile	$_____._____
UG-4	APC Ceiling – Type 4	As designated on Architectural drawings	(1) 2'x4' Tile	$_____._____
UG-5	APC Ceiling – Type 5	As designated on Architectural drawings	(1) 2'x4' Tile	$_____._____
UG-6	APC Ceiling – Type 8	As designated on Architectural drawings	(1) 2'x4' Tile	$_____._____

****

****

SIGNATURES

When the Bidder is an Individual:

_____(SEAL)

****

When the Bidder is a Partnership:

_____
Name of Partnership

By_____(SEAL)
Partner

_____(SEAL)
Partner

_____(SEAL)
Partner

****

When the Bidder is a Corporation:

_____
Name of Corporation

By_____
President

Corporate Seal

ATTEST:_____
Secretary

The_____is a corporation

organized and existing under the laws of _____and (has) (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P. S. 364, as amended.

****

When the Bidder is trading under a fictitious name:

The_____is an individual, partnership, or corporation trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Pennsylvania – namely, the Act of May 24, 1945, P. S. 967.

DOCUMENT 00 4116H – HVAC CONSTRUCTION BID FORM

CONTRACT NO. 25-S43-01-02

on

PROJECT NO. 25-S43-01

MIDDLE SCHOOL – HVAC EQUIPMENT REPLACEMENT AND UPGRADES

for

GROVE CITY AREA SCHOOL DISTRICT
511 Highland Avenue, Grove City, PA 16127

DRAW Collective
470 Washington Road
Pittsburgh, PA 15228

BID OF _____ _____
(Name) (Date)

_____ _____
(Address) (Telephone Number)

_____
(City, State, Zip)

TO: Dr. Joshua Weaver, Superintendent
Grove City Area School District
511 Highland Avenue
Grove City, PA 16127

Ladies and Gentlemen:

The undersigned submits this Bid in conformity with the Drawings and Specifications prepared by DRAW Collective/Tower Engineering, and on file at the above named office; and after examination of the site of the Work, the Bidding Requirements (including the Advertisement for Bids, Instructions to Bidders, and Contractors' Qualification Statement), and the proposed Contract Documents (including the General Conditions, and any addenda issued during the bidding period changing any part of the Contract Documents).

For the price hereinafter stated, it is proposed to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services, and to do and perform all superintendence of the construction, and to secure and pay for all permits and licenses, and to do all incidental work in order to execute and complete the Work in an expeditious and workmanlike manner to the satisfaction and acceptance of the Owner, and the Architect, all in accordance with the Contract Documents.

Enclosed herewith as bid security is a Bid Bond or certified check drawn to the order of the Owner in the amount stated in the Advertisement for Bids. The undersigned agrees not to withdraw this Bid for a period of 60 days after the designated time for receipt of Bids; and that if this Bid is accepted by the Owner, to execute the Contract and furnish the required bonds and insurance coverages. It is agreed that upon the request of the Owner, that date of award will be extended by 30 days. It is agreed that the bid security will be forfeited as liquidated damages, not as a penalty, if the undersigned fails to furnish the required bonds and insurance coverages within 10 days after receipt of written

notice of award of Contract, or fails to execute and deliver the Agreement for the Work within 10 days after receipt of it.

The Bidder hereby certifies that he is the only person(s) interested in this Bid as principal; and has not entered into collusion with any person, firm, or corporation in respect to this Bid or the submitting of Bids for this Contract.

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Sections 752, 755, and 757 of the "Public School Code of 1949" of the Commonwealth of Pennsylvania, as amended, and the "Pennsylvania Human Relations Act," as amended.

The Bidder hereby acknowledges that Act 114 of 2006, Act 34 of 1985, and Act 151 of 1994 requires that all of the Contractor's employees and all lower tier contractors' employees produce an FBI Federal Criminal History Record, reports of criminal history record information from the Pennsylvania State Police, or a statement from the State Police that the State Police central repository contains no such information relating to each such person, and an "Official Clearance Statement" (OCS) from the Department of Public Welfare before said person may begin working on School District Projects. (See Division 01 Section, "Regulatory Requirements" for additional information.)

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Compliance required with the Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No. 442; Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60 -1.4); Executive Order 11625 (Utilization of Minority Business Enterprise); Executive Order 12138 (Utilization of Female Business Enterprise); in compliance with Section 504 of Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990.

The Bidder hereby agrees to progress with the Work in accordance with the predetermined schedule, and to achieve Substantial Completion within the Contract Time in accordance with the dates established in the Agreement.

The Bidder hereby agrees that the right is reserved to the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. It is further understood that the competency and responsibility of Bidders is a consideration in the award of the Contract.

The Base Bid, price quotations, and other information are submitted in the spaces provided on the Bid Form or attached to the Bid Form. Omission of price quotations or other information requested will be sufficient reason for rejection of this Bid.

In submitting this Bid, the Bidder hereby acknowledges the issuance, receipt, and acceptance of Addenda as indicated below:

Addenda issued: YES / NO [*cross out one*]; if YES list below:			
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated

****

CONTRACT NO. 25-S43-01-02
BASE BID

For all Work, the total sum of:

_____Dollars ($_____)
(Written) (Figures)

****

ALTERNATE PRICE SCHEDULE

No Alternates
****

****

UNIT PRICE SCHEDULE

No Unit Prices
****

****

SIGNATURES

When the Bidder is an Individual:

_____(SEAL)

****

When the Bidder is a Partnership:

_____
Name of Partnership

By_____(SEAL)
Partner

_____(SEAL)
Partner

_____(SEAL)
Partner

****

When the Bidder is a Corporation:

_____
Name of Corporation

By_____
President

Corporate Seal

ATTEST:_____
Secretary

The_____is a corporation

organized and existing under the laws of _____and (has) (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P. S. 364, as amended.

****

When the Bidder is trading under a fictitious name:

The_____is an individual, partnership, or corporation trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Pennsylvania – namely, the Act of May 24, 1945, P. S. 967.

****

END OF DOCUMENT 00 4116H

DOCUMENT 00 4116P – PLUMBING CONSTRUCTION BID FORM

CONTRACT NO. 25-S43-01-03

on

PROJECT NO. 25-S43-01

MIDDLE SCHOOL – HVAC EQUIPMENT REPLACEMENT AND UPGRADES

for

GROVE CITY AREA SCHOOL DISTRICT
511 Highland Avenue, Grove City, PA 16127

DRAW Collective
470 Washington Road
Pittsburgh, PA 15228

BID OF _____ _____
(Name) (Date)

_____ _____
(Address) (Telephone Number)

_____
(City, State, Zip)

TO: Dr. Joshua Weaver, Superintendent
Grove City Area School District
511 Highland Avenue
Grove City, PA 16127

Ladies and Gentlemen:

The undersigned submits this Bid in conformity with the Drawings and Specifications prepared by DRAW Collective/Tower Engineering, and on file at the above named office; and after examination of the site of the Work, the Bidding Requirements (including the Advertisement for Bids, Instructions to Bidders, and Contractors' Qualification Statement), and the proposed Contract Documents (including the General Conditions, and any addenda issued during the bidding period changing any part of the Contract Documents).

For the price hereinafter stated, it is proposed to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services, and to do and perform all superintendence of the construction, and to secure and pay for all permits and licenses, and to do all incidental work in order to execute and complete the Work in an expeditious and workmanlike manner to the satisfaction and acceptance of the Owner, and the Architect, all in accordance with the Contract Documents.

Enclosed herewith as bid security is a Bid Bond or certified check drawn to the order of the Owner in the amount stated in the Advertisement for Bids. The undersigned agrees not to withdraw this Bid for a period of 60 days after the designated time for receipt of Bids; and that if this Bid is accepted by the Owner, to execute the Contract and furnish the required bonds and insurance coverages. It is agreed that upon the request of the Owner, that date of award will be extended by 30 days. It is agreed that the bid security will be forfeited as liquidated damages, not as a penalty, if the undersigned fails to furnish the required bonds and insurance coverages within 10 days after receipt of written

notice of award of Contract, or fails to execute and deliver the Agreement for the Work within 10 days after receipt of it.

The Bidder hereby certifies that he is the only person(s) interested in this Bid as principal; and has not entered into collusion with any person, firm, or corporation in respect to this Bid or the submitting of Bids for this Contract.

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Sections 752, 755, and 757 of the "Public School Code of 1949" of the Commonwealth of Pennsylvania, as amended, and the "Pennsylvania Human Relations Act," as amended.

The Bidder hereby acknowledges that Act 114 of 2006, Act 34 of 1985, and Act 151 of 1994 requires that all of the Contractor's employees and all lower tier contractors' employees produce an FBI Federal Criminal History Record, reports of criminal history record information from the Pennsylvania State Police, or a statement from the State Police that the State Police central repository contains no such information relating to each such person, and an "Official Clearance Statement" (OCS) from the Department of Public Welfare before said person may begin working on School District Projects. (See Division 01 Section, "Regulatory Requirements" for additional information.)

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Compliance required with the Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No. 442; Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60 -1.4); Executive Order 11625 (Utilization of Minority Business Enterprise); Executive Order 12138 (Utilization of Female Business Enterprise); in compliance with Section 504 of Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990.

The Bidder hereby agrees to progress with the Work in accordance with the predetermined schedule, and to achieve Substantial Completion within the Contract Time in accordance with the dates established in the Agreement.

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The Base Bid, price quotations, and other information are submitted in the spaces provided on the Bid Form or attached to the Bid Form. Omission of price quotations or other information requested will be sufficient reason for rejection of this Bid.

In submitting this Bid, the Bidder hereby acknowledges the issuance, receipt, and acceptance of Addenda as indicated below:

Addenda issued: YES / NO [*cross out one*]; if YES list below:			
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated

****

CONTRACT NO. 25-S43-01-03
BASE BID

For all Work, the total sum of:

_____Dollars ($_____)
(Written) (Figures)

****

ALTERNATE PRICE SCHEDULE

No Alternates

****

UNIT PRICE SCHEDULE

NO.	SCHEDULED ITEM	BASE-BID QUANTITY	UNIT	UNIT PRICE ADD/ DEDUCT
PC-1a	4" Copper Pipe Repair	5 Copper Pipe Repairs	Each Repair	$_____._____
PC-1b	3" Copper Pipe Repair	10 Copper Pipe Repairs	Each Repair	$_____._____
PC-1c	2-1/2" Copper Pipe Repair	10 Copper Pipe Repairs	Each Repair	$_____._____
PC-1d	2" Copper Pipe Repair	15 Copper Pipe Repairs	Each Repair	$_____._____
PC-1e	1-1/2" Copper Pipe Repair	15 Copper Pipe Repairs	Each Repair	$_____._____
PC-1f	1-1/4" Copper Pipe Repair	20 Copper Pipe Repairs	Each Repair	$_____._____
PC-1g	1" Copper Pipe Repair	25 Copper Pipe Repairs	Each Repair	$_____._____
PC-1h	3/4" Copper Pipe Repair	30 Copper Pipe Repairs	Each Repair	$_____._____
PC-2	Sprinkler Head Replacement	50 Sprinkler Head Replacements	Each Sprinkler Head Replacement	$_____._____

****

****

SIGNATURES

When the Bidder is an Individual:

_____(SEAL)

****

When the Bidder is a Partnership:

_____
Name of Partnership

By_____(SEAL)
Partner

_____(SEAL)
Partner

_____(SEAL)
Partner

****

When the Bidder is a Corporation:

_____
Name of Corporation

By_____
President

Corporate Seal

ATTEST:_____
Secretary

The_____is a corporation

organized and existing under the laws of _____and (has) (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P. S. 364, as amended.

****

When the Bidder is trading under a fictitious name:

The_____is an individual, partnership, or corporation trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Pennsylvania – namely, the Act of May 24, 1945, P. S. 967.

****

END OF DOCUMENT 00 4116P

DOCUMENT 00 4116E – ELECTRICAL CONSTRUCTION BID FORM

CONTRACT NO. 25-S43-01-04

on

PROJECT NO. 25-S43-01

MIDDLE SCHOOL – HVAC EQUIPMENT REPLACEMENT AND UPGRADES

for

GROVE CITY AREA SCHOOL DISTRICT
511 Highland Avenue, Grove City, PA 16127

DRAW Collective
470 Washington Road
Pittsburgh, PA 15228

BID OF _____ _____
(Name) (Date)

_____ _____
(Address) (Telephone Number)

_____
(City, State, Zip)

TO: Dr. Joshua Weaver, Superintendent
Grove City Area School District
511 Highland Avenue
Grove City, PA 16127

Ladies and Gentlemen:

The undersigned submits this Bid in conformity with the Drawings and Specifications prepared by DRAW Collective/Tower Engineering, and on file at the above named office; and after examination of the site of the Work, the Bidding Requirements (including the Advertisement for Bids, Instructions to Bidders, and Contractors' Qualification Statement), and the proposed Contract Documents (including the General Conditions, and any addenda issued during the bidding period changing any part of the Contract Documents).

For the price hereinafter stated, it is proposed to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services, and to do and perform all superintendence of the construction, and to secure and pay for all permits and licenses, and to do all incidental work in order to execute and complete the Work in an expeditious and workmanlike manner to the satisfaction and acceptance of the Owner, and the Architect, all in accordance with the Contract Documents.

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notice of award of Contract, or fails to execute and deliver the Agreement for the Work within 10 days after receipt of it.

The Bidder hereby certifies that he is the only person(s) interested in this Bid as principal; and has not entered into collusion with any person, firm, or corporation in respect to this Bid or the submitting of Bids for this Contract.

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Sections 752, 755, and 757 of the "Public School Code of 1949" of the Commonwealth of Pennsylvania, as amended, and the "Pennsylvania Human Relations Act," as amended.

The Bidder hereby acknowledges that Act 114 of 2006, Act 34 of 1985, and Act 151 of 1994 requires that all of the Contractor's employees and all lower tier contractors' employees produce an FBI Federal Criminal History Record, reports of criminal history record information from the Pennsylvania State Police, or a statement from the State Police that the State Police central repository contains no such information relating to each such person, and an "Official Clearance Statement" (OCS) from the Department of Public Welfare before said person may begin working on School District Projects. (See Division 01 Section, "Regulatory Requirements" for additional information.)

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including, but not limited to, Compliance required with the Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No. 442; Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60 -1.4); Executive Order 11625 (Utilization of Minority Business Enterprise); Executive Order 12138 (Utilization of Female Business Enterprise); in compliance with Section 504 of Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990.

The Bidder hereby agrees to progress with the Work in accordance with the predetermined schedule, and to achieve Substantial Completion within the Contract Time in accordance with the dates established in the Agreement.

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The Base Bid, price quotations, and other information are submitted in the spaces provided on the Bid Form or attached to the Bid Form. Omission of price quotations or other information requested will be sufficient reason for rejection of this Bid.

In submitting this Bid, the Bidder hereby acknowledges the issuance, receipt, and acceptance of Addenda as indicated below:

Addenda issued: YES / NO [*cross out one*]; if YES list below:			
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated
Addendum:	dated	Addendum:	dated

****

CONTRACT NO. 25-S43-01-04
BASE BID

For all Work, the total sum of:

_____Dollars ($_____)
(Written) (Figures)

****

ALTERNATE PRICE SCHEDULE

Costs listed for each Alternate include costs of related coordination, modification, and adjustment.

****

UNIT PRICE SCHEDULE

NO.	SCHEDULED ITEM	BASE-BID QUANTITY	UNIT	UNIT PRICE ADD/ DEDUCT
EC-1	Duct Detector	As per Electrical Dwgs	Each	$_____._____
EC-2	Carbon Monoxide Detector	As per Electrical Dwgs	Each	$_____._____
EC-3	30Amp Equipment Feed	As per Electrical Dwgs	Each	$_____._____
EC-4	60Amp Equipment Feed	As per Electrical Dwgs	Each	$_____._____
EC-5	100Amp Equipment Feed	As per Electrical Dwgs	Each	$_____._____
EC-6	150Amp Equipment Feed	As per Electrical Dwgs	Each	$_____._____

****

SIGNATURES

When the Bidder is an Individual:

_____(SEAL)

****

When the Bidder is a Partnership:

_____
Name of Partnership

By_____(SEAL)
Partner

_____(SEAL)
Partner

_____(SEAL)
Partner

****

When the Bidder is a Corporation:

_____
Name of Corporation

By_____
President

Corporate Seal

ATTEST:_____
Secretary

The_____is a corporation

organized and existing under the laws of _____and (has) (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P. S. 364, as amended.

****

When the Bidder is trading under a fictitious name:

The_____is an individual, partnership, or corporation trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Pennsylvania – namely, the Act of May 24, 1945, P. S. 967.

****

END OF DOCUMENT 00 4116E

DOCUMENT 00 4512 – CONTRACTOR'S QUALIFICATION

BIDDER'S QUALIFICATIONS *(sample – 11 pages)*

See AIA Document A305-2020 Contractor's Qualification Statement following this document.

Include with your bid Form A305 (sample attached), or other equivalent Contractor's Qualification Statement acceptable to Owner, properly completed and executed by Bidder.

In Exhibit B of the A305-2020 form, **OMIT** section B.1 Financial. Bidder's Financial Statement is not required to accompany the sealed proposal. Owner reserves the right to require a Financial Statement from the apparent bid awardee prior to execution of a contract.

Exhibit B, section B.2 Disputes and Disciplinary Actions information shall be included in sealed proposal.

END OF DOCUMENT 00 4512

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.)

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.)

[ ] Exhibit A – General Information
[ ] Exhibit B – Financial and Performance Information
[ ] Exhibit C – Project-Specific Information
[ ] 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:

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

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

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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.)

ADDITIONS AND DELETIONS:
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§ 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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.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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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.)

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§ 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?

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.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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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.)

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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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State of _____:

:s.s.

County of _____:

I state that I am_____of
(Title)

_____and that I am authorized to
(Name of my firm)

make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

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

(2) Neither the price(s) nor the amount of this bid, and neither the appropriate 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)_____
(Name of my firm)

its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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:

INSTRUCTIONS FOR NON-COLLUSION AFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

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

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

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

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

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

I state that _____
(Name of my firm)

understands and acknowledges that the above representations are material and important, and will be relied on by Grove City Area School District in awarding the contracts for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and is treated as fraudulent concealment from Grove City Area School District the true facts relating to the submission of bids for this contract.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY

OF_____2024.

_____
Notary Public My Commission Expires

END OF DOCUMENT 00 4519

SECTION 00 5213 - AGREEMENT

PART 1 - GENERAL

1.1 DOCUMENTS

A. "Standard Form of Agreement Between Owner and Contractor", AIA Document A101-2017, Articles 1 through 9 inclusive, standard form as amended for this project, will form the basis of Contract between the Owner and each Prime Contractor.

B. Additions or revisions to standard form text, are incorporated in the modified Document A101 attached.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

DOCUMENT CONTINUES ON NEXT PAGE

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventeenth day of July in the year 2025
(In words, indicate day, month and year.)

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

GROVE CITY AREA SCHOOL DISTRICT

511 Highland Avenue, Grove City, PA 16127

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

TBD

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

Project No. 25-S43-01
Middle School HVAC Equipment Replacement and Upgrades
100 Middle School Drive, Grove City, PA 16127

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

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

Tower Engineering

115 Evergreen Heights Drive

Pittsburgh, PA 15229

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
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The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] 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

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

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

As summarized in the Project Manual Division 01 "Summary" Section 01 1000.

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

Portion of Work	Substantial Completion Date
Project Manual Division 01 "Summary" Section 01 1000	Project Manual Division 01 "Summary" Section 01 1000

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 TBD ($ TBD), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
TBD	TBD

§ 4.2.2 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
TBD	TBD	

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

Item	Price
No allowances permitted	

§ 4.4 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)
TBD		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus 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 Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as

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provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 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 Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 A201–2017;
- **.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 A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, 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

§ 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.)

All items are subject to retainage.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

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(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

When the Project is 51% complete, retainage will be withheld at 5% until the Project has been certified as attaining Final Completion. Owner reserves the right to withhold amounts, in its discretion, that will be sufficient to complete and/or correct the Contractor's Work. In the event a dispute arises between the Owner and any Contractor, which dispute is based upon increased costs claimed by one Prime Contractor occasioned by delays or other actions of another Contractor, additional retainage in the sum of one and one-half times the amount of possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless the Contractor causing the additional claim furnished a bond satisfactory to the Owner to indemnify the Owner against the claim

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, 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 at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Owner reserves the right to withhold amounts, in its discretion, that will be sufficient to complete and/or correct the Contractor's Work.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 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.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

In accordance with A201 General Conditions Document 00 7213

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

In accordance with A201 General Conditions Document 00 7213.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in the Court of Common Pleas of Indiana County.

[X]

Other:
Litigation in a Court of competent jurisdiction.

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 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, 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.)

The Contractor shall be entitled to receive payment for all accepted and/or approved work, and expenses actually incurred.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum and/or Contract Time shall be adjusted as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 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)

Mr. Raymond Dennis, Bldgs and Grounds Supervisor

511 Highland Avenue

Grove City, PA 16127

Phone: 724-264-4157

Email: ray.dennis@gcasdk12.org

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

To be determined

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

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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 A201™–2017, General Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017 and elsewhere in the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified

.2. AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

.3 Drawings: As listed on Drawing Cover Sheet, and as modified by Addenda.

.4 Specifications: As listed in Project Manual Document 00 0110 Table of Contents.

.5 Addenda, if any:

Number	Date	Pages
To be determined		

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.

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.6 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 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.)

Contractor's Qualification Statement.

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

OWNER *(Signature)*

BY: President, Board of Directors Grove City Area School District

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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DOCUMENT 00 6100 – BOND FORMS

00 6100 PERFORMANCE AND PAYMENT BOND FORMS

STANDARD FORM: See the following AIA standard forms following this page:

1. PERFORMANCE BOND (AIA Document A312 – 2010).
2. PAYMENT BOND (AIA Document A312 – 2010).

Submit the appropriate bond forms, properly executed, after notification of award, in accordance with Articles 6 and 7 of the Instructions to Bidders. Separate Performance and Payment Bond forms will be required.

Performance Bond and Payment Bonds shall each be written in full contract amount for the benefit of Owner.

Alternatively, AIA Document A312 Payment Bond, December 1984 edition may be acceptable, modified as follows:

Change Paragraph 6 to read as follows:

6. After the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation, sworn statement, or other such substantiation of its claim as requested by the Surety, the Surety shall, within a reasonable period of time but not exceeding one year from receipt of initial claim in compliance with Paragraph 4, take the following actions:

6.1 Notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount.

6.2 Pay or make arrangements for payment of undisputed amounts; provided, however, that the failure of the Surety to timely dispute or identify any specific defense to all or any part of a claim shall not be deemed to constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

END OF DOCUMENT 00 6100

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)

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

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature:
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:)

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

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

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

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- **.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- **.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

DRAFT

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

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

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:

SURETY
Company: *(Corporate Seal)*

Signature:
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

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

ADDITIONS AND DELETIONS:
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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 7213 - GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DOCUMENTS

A. "General Conditions of the Contract for Construction", AIA Document A201-2017, Articles 1 through 16 inclusive, as modified for this Project, attached following this document, will be incorporated as part of the Contract.

B. Supplementary Conditions of the Contract, in the form of additions or revisions to standard form text, are integral with the modified document A201 attached.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

DOCUMENT CONTINUES ON NEXT PAGE

AIA® Document A201® – 2007

General Conditions of the Contract for Construction

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

Project No. 25-S43-01Project No. 25-S43-01

Middle School HVAC Equipment Replacement and Upgrades
100 Middle School Drive, Grove City, PA 16127

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

Grove City Area School District

511 Highland Avenue, Grove City, PA 16127

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

Tower Engineering
115 Evergreen Heights Drive
Pittsburgh, PA 15229

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

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

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

TABLE OF ARTICLES

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3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

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7 CHANGES IN THE WORK

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9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

16 EQUAL EMPLOYMENT OPPORTUNITY

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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), Contractor's Qualification Statement, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements. Prime contractors shall require each and every one of their subcontractors to be bound by the terms of these Contract documents and shall make them available to subcontractors at the time of bidding and as necessary throughout construction to complete Project work.

§ 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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

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

Documents.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. 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 all existing site conditions, access to the site, physical characteristics of the site and surrounding

areas.

§ 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 Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect. "Lead Contractor" is applicable to a Contractor on a single project with multiple prime contracts as defined in the Project Manual "Multiple Contract Summary" Section 01 1200 of the Project Manual.

§ 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.

§ 1.1.7 The Drawings

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

§ 1.1.8 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.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise defined in Division 01 Section "References".

§ 1.2.4 Sections of Division 01 – General Requirements govern the execution of all Work of all sections of the Specifications.

§ 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.

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

§ 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.

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 may from time to time designate in writing a representative who shall have limited authority with respect to Owner responsibilities and decisions on behalf of the Owner. Otherwise, authority to bind the Owner with respect to matters requiring the Owner's approval is reserved by the Owner's Board of School Directors. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner may enter into a contract for services with an independent Construction Project Representative for the purpose of reporting to the Owner and the Architect as to the progress of the Work. Such appointment by the Owner shall not relieve the Architect of any of his responsibilities entered into in the Owner-Architect Agreement. In the case of dispute, relative to the quality of materials or work, he shall inform the Architect who shall have authority to reject materials until the questions at issue can be decided by the Architect. The Owner's

Construction Project Representative is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract, nor approve or accept any portion of the work nor issue instructions contrary to such provisions. The Owner's Construction Project Representative shall not act as foreman or perform any duties for the Contractor, nor interfere with the management of the Work by the Contractor. The failure of the Owner's Construction Project Representative to discover or comment upon any work or materials which are not in compliance with the Contract Documents shall not relieve the Contractor or the Architect of their obligations to fully perform the Work in accordance with their respective contracts. The Architect and the Contractor shall be considered to be incidental beneficiaries of the contract between the Owner and its Construction Project Representative

§ 2.2 [Not used]

§ 2.3 Information and Services Required of the Owner

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

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§ 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 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness.

§ 2.3.6 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.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, 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 prior approval of the Architect and the 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 Architect's 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.

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.

§ 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 Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 Mutual Responsibility of Contractors Should the Contractor, in the performance of this Contract, cause or allow to be caused, damage to any persons, property or work of another prime Contractor working on this Project,

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they shall upon due notice to do so from the Owner or other party to the damage, arrange for prompt and amicable settlement thereof. It is agreed by all parties herein that such disputes shall not delay completion of the Work, nor be cause for claims against the Owner. The Owner, its officers, Board members, agents and employees, shall not be liable to Contractor for any increased costs or damages resulting from defective work, interference, or delays of any other contractor or its subcontractors. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

§3.1.5 Separate Contracts The Owner reserves the right to let other contracts in connection with this Project. If any part of a Contractor's work depends upon Work being done by another not under the jurisdiction of the Contractor, the latter shall inspect and promptly report to the Architect, any defects in the Work done or being done by the other as well as delays in the progress of the Work. Failure on the part of the Contractor to so inspect and report such defects of delays in sufficient time to prevent any added costs or damage therefrom shall constitute an acceptance of this Work by the Contractor and the Contractor shall be liable for such increased cost or damage.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the 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.

§ 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 and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 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 Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:

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

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

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

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 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 The Owner is entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such
substitutions.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner 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 Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 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.

§ 3.5.3 All material and workmanship shall be guaranteed for a minimum of eighteen (18) months from date of acceptance, except where a longer period is specified, and each Contractor shall make good without cost to the Owner any defective portion of the Work of which the Contractor is notified within eighteen (18) months of the date of final payment of the Contract. Repair or replacement of such defects shall extend to other work damaged thereby. This warranty does not limit or waive Owner's rights arising from defective or non-conforming work regardless of when discovered and Owner's rights and remedies hereunder shall

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be in addition to any other rights and remedies which Owner may have pursuant to law or this Contract. Owner shall be entitled to all other rights and remedies provided by this Contract and by law, in addition to the Warranty rights and remedies set forth in this paragraph.

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§3.6.1 The Contractor pays wage and occupation taxes as required by local municipality at project site.

§3.6.2 The Contractor must not pay sales or use tax on "building machinery and equipment" (or services to such property) which is transferred to the Owner under this Contract. Remit any tax savings not contemplated in the Contractor's original bid from the Contractor to the Owner as each Application for payment is submitted to the Owner for payment or upon earlier or later identification. In the event that the Owner identifies property that was or could have been purchased exempt from tax by the Contractor for which the Owner has not received a refund, the Owner is authorized to reduce the Final payment by the amount of the sales and use tax savings that was or should have been realized on "building machinery and equipment." Building machinery and equipment are defined as generation equipment, storage equipment, conditioning equipment, distribution equipment, and termination equipment, whether or not: (a) the item constitutes a fixture or is otherwise affixed to the real estate; (b) damage would be done to the item or its surroundings upon removal; (c) the item is physically located within a real estate structure. The exemption is limited to the following types of machinery and equipment:

.1 air conditioning limited to heating, cooling, purification, humidification, dehumidification, and ventilation;

.2 electrical (not including wire, conduit, receptacle and junction boxes);

.3 plumbing (not including pipes, fittings, pipe supports and hangers);

.4 communications limited to voice, video, data and sound;

.5 alarms limited to fire, security, and detection;

.6 control systems limited to energy management, traffic, and parking lot and building access;

.7 medical systems limited to diagnosis and treatment, medical gas, nurse call, and doctor paging;

.8 laboratory system;

.9 cathodic protection system;

.10 furniture, cabinetry, and kitchen equipment.

§3.6.3 The Contractor checks all materials, equipment, and labor entering into the Work and keeps full and detailed accounts and exercises such controls as may be necessary for proper financial management under this Contract; the accounting and control systems must be satisfactory to the Owner. The Owner and the Owner's Representative must be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the Contractor preserves these for a period of 3 years after final payment, or for such longer period as may be required by law.

3.6.4 Refund Claims:

The Owner may be entitled to claim refunds of sales or use tax paid on other purchases of tangible personal property or service required in connection with the Work. The Owner or its agent shall have the right at the Owner's expense 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 hereby assign to the Owner any rights to refund claims and to any resulting refund and hereby appoint the Owner as their attorney-in-fact to execute and to acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims.

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The Contractor and all subcontractors shall cooperate fully with Owner in pursuing any such refund claim and shall make available to Owner any applicable documents. The Contractor and its sub-contractors shall not file a claim for refund for any sales or use tax which is the subject of this assignment.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Architect, 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.

§ 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. The Contractor shall at all times observe, comply with, and post as required all Federal, State, and local laws, ordinances, and regulations in any manner affecting conduct of work or applying to employees on project, as well as all orders or decrees which have been or may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over work, materials, employees, or contract. Contractor protects and indemnifies Owner and its representatives, and Architect and its representatives against any claim or liability arising from or based on violation of any such law, ordinance, regulation, order, or decree, whether by contractor or its employees.

§ 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 ConditionsIf 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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 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 and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that 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 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

Not Applicable

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall provide continuous supervision at the project site by a duly authorized and competent superintendent, who shall be acceptable to the Owner, when any work is being performed at the project site by any Prime Contractor or any Subcontractor. At the Owner's request, the Contractor shall assign a different superintendent to the Project. The assignment of a new superintendent shall be without cost to the Owner. The Contractor

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shall submit to the

Owner the name and qualifications of their superintendent at the Initial Job Conference. The Contractor shall not change their superintendent without written approval of the Owner, and

must submit to the Owner, in writing, justification for the change, along with the name and

qualifications of the individual whom the Contractor proposes to be the new superintendent. The Owner may withhold any payments which are pending or may suspend the work at the Contractor's

expense, if the Contractor fails to comply with the provisions of this paragraph.

§

3.9.2 The Superintendent shall represent the Contractor and all directions and communications given to the Superintendent shall be as binding as if given to the Contractor.

Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 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 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 be cooperative 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.

§ 3.10.1.1 By submitting its bid and by executing the Contract, the Contractor represents that it understands that the scheduling requirements are intended to place the burden of early planning, active coordination and communication regarding the planned work on the Contractor and that the purpose of the scheduling requirements is an essential part of meeting that contractual burden. Any failure by the Contractor to comply with any scheduling requirement shall be a material breach of this Contract and if the Contractor fails to comply strictly with any such requirements, the Contractor shall not be entitled to make any claim for any damages that occur because of impacts to its Work, inefficiencies or delays, whether or not the Owner has also materially breached its contract by failing to perform in accordance with its obligations or by actively interfering with the Contractor's Work on the project.

Further, by submitting an application for payment, Contractor represents that it has met each and every scheduling requirement up to that period covered in the application. Contractor agrees that no waiver of any scheduling requirement can occur unless the Contractor indicates in writing that it does not intend to perform such requirement before such requirement is due to be met and Owner acknowledges in writing that the Contractor is relieved of its obligation to perform the requirement.

§3.10.1.2 Contractor and its subcontractors are expected to execute their work in accordance with the schedule and to maintain the dates indicated in the schedule. If after updating the schedule and in the opinion of the Architect, the Contractor is not maintaining the planned progress for the work according to the updated schedule, the Contractor may be required to submit to the Architect within 7 days of the request, a schedule for the recovery of the progress for that portion of the Work. The Contractor shall provide any and all resources that are required to maintain the progress of the Work according to the updated schedule at no additional cost to the Owner. These resources include but are not limited to personnel, material, and equipment, extended working hours or workdays, additional crews and additional shift work in order to maintain the required progress at no additional cost to the Owner. Any

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requests for payment from that Contractor may be held in suspense until the recovery schedule is submitted and approved by the other Contractors, and the Architect.

§3.10.1.3 The Owner shall have the right to use or occupy any completed or partially completed portions of the Work, whether or not the time may have expired for completing the entire Work or said portions of Work, but such use or occupancy shall not be deemed as acceptance of the Work or portion thereof. Prior to such use or occupancy, an inspection shall be made by the Owner to determine conformity of the Work with the Contract, and any subsequent damage thereto due solely to the use and occupancy of the completed portion, will not be the responsibility of the Contractor.

§ 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 Architect's approval. The Architect'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 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 and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Architect to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect, and incorporated into the approved Project schedule.

§3.10.5 The Prime Contractors and their subcontractors are expected to execute their work in accordance with the Project schedule and to maintain the dates indicated in the schedule. If after updating the schedule and in the opinion of the Owner or the Owner's representative, the Prime Contractor is not maintaining the planned progress for the work according to the updated schedule, the Prime Contractor may be required to submit to the Architect within 3 days of the request, a schedule for the recovery of the progress for that portion of the Work. The Prime Contractor shall provide any and all resources that are required to maintain the progress of the Work according to the updated schedule at no additional cost to the Owner. These resources include but are not limited to personnel, material, and equipment, extended working hours or workdays, additional crews and additional shift work in order to maintain the required progress at no additional cost to the Owner. Any requests for payment from that Prime Contractor will be held in suspense until the recovery schedule is submitted and approved by the other Prime Contractors.

§3.10.6 The Lead Contractor for this Project is as identified in the Project Manual Division 01 Section "Summary" 01 1000. The Lead contractor is responsible for making all coordination decisions not mutually agreed to by the affected Prime Contractors. Disputes between the Lead Contractor and one or more other Prime Contractors, and disputes between two or more Prime Contractors pertaining to the creation of the Project schedule, the furnishing of additional resources to meet the Project schedule, job coordination, and all aspects of the coordination, means and methods of construction shall be submitted promptly to the Lead Contractor for final construction decision.

§3.10.7 The final construction decision of the Lead Contractor must at all times be consistent with the Contract Documents. The final construction decision of the Lead Contractor will be observed, accepted, and fully followed by all Prime Contractors and their Subcontractors and Sub-Subcontractors on the Project. The progress of the Work in accordance with the final construction decision of the Lead Contractor shall not be delayed, pending any Court proceedings against other Prime Contractor(s). The damage remedy through litigation in the Court of common Pleas shall be the exclusive remedy for disputes between the Contractors. The Contractors, including the Lead Contractor, shall have no right of action against the Owner in connection with any such disputes. Each Prime Contractor is financially responsible to the other Prime Contractors for undue delay. Each Prime contractor shall defend and hold harmless the Owner for any claims, losses or delays of any kind whatsoever made by other Contractors arising from delays caused by such Prime Contractor.

§3.10.8 The Owner, its officers, Board members, agents and employees shall not be liable to any Prime contractor for any increased costs or damages resulting from defective work, interference, or delays of other prime

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contractors or their subcontractors. The Owner, its officers, Board members, agents and employees, and the Architect shall not be a party to disputes or actions between prime contractors or subcontractors concerning such additional expense, damage or other claims or disputes. It is agreed by all parties that disputes or actions between Contractors concerning the additional expense or damage mentioned above shall not delay completion of the Project.

§ 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 Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been 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 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.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the 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. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the 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.

§ 3.14 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 or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 The Contractor shall clean the Work areas daily and should the occasion arise that the Owner or Architect must direct the Contractor to clean an area, the Contractor shall do so within 24 hours. If the Contractor fails to clean up the specific area within the allotted time, the Owner may do so immediately, and the cost thereof shall be charged to the Contractor..

§ 3.16 Access to Work

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The Contractor shall provide the Owner 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 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 or Architect. 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.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance supplied by either the Owner, the Contractor, or the Subcontractors as required by Article 11 of this Contract, Contractor shall indemnify, defend (at Owner's request and through counsel reasonably acceptable to Owner), and hold harmless the Owner, the Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, damages, losses and expenses, including, but not limited to, attorneys' fees and defense costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused whole or in part by a party indemnified hereunder, even if caused in whole or in part by the Owner. A Contractor or Subcontractor's obligation to defend and/or indemnify the Owner hereunder shall not be limited by the immunity provisions of the Worker's Compensation Act or similar statute. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.1. The Owner requires Contractor to execute a Covenant to Indemnify, in form included in Project Manual.

§ 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. To the fullest extent permitted by law, the Contractor, for itself and for its Subcontractors and suppliers and their respective agents, employees and servants, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable pursuant to this indemnity provision.

§3.18.3 The Contractor and each Subcontractor, of whatever tier, hereby certifies to the School District that it complies with all employment related laws and regulations governing employment or collective bargaining agreements, if any. Nothing in this agreement shall be construed as divesting any contractor or Subcontractor of its sole and exclusive right to control the means, manner or method of performance of the Work of any contractor or their employees. Nothing in this Agreement shall be construed in a manner that would be violative of the legal or contractual rights of the Owner against and from any and all claims, demands, suits, actions, costs and expenses including reasonable attorneys' fees, arising out of or resulting from any claims by an employee or independent contractor of any Contractor or Subcontractor alleging the violation of any of the individuals' employment rights, whether legal, constitutional or contractual in nature even if caused in whole or in part by the acts or omissions of the Owner. This provision shall be accorded the broadest meaning permitted by law.

§3.18.4 The Contractor agrees to indemnify, defend and hold harmless the Owner from and against any and all administrative and judicial actions (including reasonable attorneys' fees related to any such actions) and judgments incurred by the Owner in connection with any labor-related activity arising from the Contractor's

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performance of the Work. As used in these Contract Documents, "labor-related activity" includes, but is not limited to, strikes, walk-outs, informational or organizations picketing, use of placards, distribution of hand-outs, leaflets or other similar acts at or in the vicinity of the Project or in the vicinity of any other facility where the Owner conducts business. The Owner shall advise the Contractor if any labor-related activity occurs and the contractor shall arrange for the legal representation necessary to protect the Owner's interest, provided such representation is approved by the Owner in advance.

§3.18.5 Compliance with insurance requirements shall not relieve Contractor of any responsibility to indemnify Owner, Architect, or their respective consultants, agents and employees pursuant to this paragraph 3.18. Indemnity obligations shall not be reduced or negated by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event that is the subject matter of the claim or refusal to defend Owner and Architect as additional insureds.

ARTICLE 4 ENGINEER

§ 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 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The 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. The 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor 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 Contractor 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 Separate Contractors

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shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The 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 Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 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 Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 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 rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests 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.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner 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. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§5.2.1.1 Not later than ten days after date of commencement, the contractor must furnish in writing to the Owner and Architect, the names of persons or entities proposed as manufacturers for each of the products specified in the Project Manual and, where applicable, the name of the installing
Subcontractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner 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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 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 and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Under no circumstances shall a privity of contract relationship exist or be inferred as between Owner and any subcontractor. The subcontractor's sole and exclusive remedy for any claim shall be with the Contractor

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§ 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.

§ 5.4.2 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate 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

Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, 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 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 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, free of defect, 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 or Separate Contractors.

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§ 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 or Separate Contractor 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 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the Contractor responsible therefor.

§6.2.6.1 Should the contractor, either itself or by its subcontractor or subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or Work of any other Prime Contractor or Contractors, or by failing to perform its Work (including the Work of its subcontractor or subcontractors) with due diligence, delay any Prime Contractor or Contractors, which suffer additional expense or damage as a result the parties involved shall resolve any disputes by agreement or by litigation between said parties. The Owner will not be a party to disputes or actions between Prime Contractors or subcontractors concerning such additional expense or damage. It is agreed by all parties that disputes or actions between Contractors concerning the additional expense or damage will not delay completion of the Work, which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to this Contract (the Owner as promise and the Contractor as promisor) that the intent of this clause is to benefit the other Prime Contractors on the Project or related Projects and to serve as an indication of the mutual intent to the Owner and the Contractor that this clause raise such other Prime Contractors to the status of third party beneficiaries only as to the terms and conditions of Subparagraph 6.2.3. The Contractor agrees that Subparagraph 6.2.3 is provided as a benefit to the Contractor and that they specifically exclude claim against the Owner for delay or other damages

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate 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 Architect will allocate the cost among those responsible.

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, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner 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.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

A Change Order shall include all costs associated with the additional work described in the Change Order, including any costs of associated delay, interference, acceleration, inefficiency, supervision and overhead. To the extent that any request for Change Order or correspondence prior to the signed Change Order is contrary to this Paragraph 7.2, such requests or

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correspondence shall have no effect. Any reservations of cost must be expressly reflected on the Change Order form itself at the time that the Change Order is signed by the parties. Payment of a Change Order shall constitute accord and satisfaction of all claims made or capable of being made by or on behalf of the Contractor in connection with the change or changes to the Contract by the Change Order. A Change Order shall be the complete and fully integrated agreement for all related costs and it is agreed that there are no oral or written understandings, representations or agreements, directly or indirectly, connected with the Change Order that are not affirmatively stated within the Change Order.

§ 7.2.2 A Change Order for adjustments of cost, other than the unit price method, shall include overhead and profit calculated in accordance with Section 7.5.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner 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.

§ 7.3.4 If

the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect 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 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.

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§ 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 Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 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 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's 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 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 Architect will 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 Architect 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 Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 Overhead and Profit Rates

§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit price method, overhead and profit combined shall be calculated at the following percentage of the cost attributable to the Change in the Work:

.1 For work performed by the Contractor with its own forces, 15 percent of the cost.

.2 For work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.

.3 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraphs 7.3.4.1 through 7.3.4.5

.4 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any. Overhead and profit shall be reduced-accordingly when the net change results in a credit.

.5 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, material, fees, overhead and profit, and subcontracts. When major

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cost items are Subcontracts, they shall be likewise itemized.

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.

§ 8.2.4 The Contractor acknowledges and agrees that the Owner will suffer inefficiencies, disruptions, diversion of resources and financial loss if the Project is not completed within the Contract Time that will be difficult to quantify. Upon Contractor's failure to achieve substantial completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor or Contractor's Surety as liquidated damages, the applicable amount set forth below in Section 8.2.5 from the first day of delay, not caused by Owner, and for each and every day thereafter, until the designated work is completed. The Owner's right to recover liquidated damages shall not substitute for any right of recovery for additional costs, should the Contractor fail to complete the Contract according to the Contract Documents.

§ 8.2.5 Liquidated damages are hereby established in the following amounts: For each and every day's delay from the date of substantial completion, not caused in whole by the Owner, the sum of one thousand five hundred dollars ($1,500.00) per calendar day.

§8.2.6 The Contractor hereby agrees that said sums shall be deducted from monies due the Contractor under the Contract or if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of Payment or Performance Bond, such total sum as shall be due for such delay.

§ 8.2.7 The remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract and the Contractor remains liable for damages caused.

§ 8.2.8 To the extent that the Owner permits the Contractor to work after the date scheduled for either substantial or full and final completion, the Owner does not waive its rights to pursue liquidated damages from the Contractor. The assessment of liquidated damages shall result by operation of this paragraph 8.2 and shall not require any prior notice to the Contractor. The Owner may withhold liquidated damages due from any progress payment and/or any final payment. An election by the Owner not to withhold liquidated damages from any progress payment shall not waive the right of the Owner to withhold such liquidated damages from any subsequent progress payment and/or the final payment.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries unavoidable casualties or other causes beyond the Contractor's control, by delay authorized by the Owner pending dispute resolution, or by other

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causes that the Architect may determine, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, after consultation with the Owner.

§8.3.1.1 Winter or other inclement weather shall not be considered as sufficient cause for any project delay, claim, or extension of time. Contractor is to follow all measures to maintain the protection of the work, temperature controls, remove snow, ice and other accumulations to ensure that the work continues. Where the delay arises from acts, omissions, or defaults of another Prime Contractor or the other Prime's subcontractors and suppliers, then the Contractor will be entitled to no extension of time and their sole remedy will be a proceeding pursuant to Article 15 of these General Conditions.

§8.3.1.2 No such Change Order extending the Contract time shall result in any increased payments to the Contractor for overhead, extended overhead, delay damages, "impact" damages, loss of efficiency, loss of productivity or any other similar form of loss, damage or compensation of any nature. The Contractor's sole remedy for delays shall be an EXTENSION OF TIME ONLY, pursuant to and only in accordance with this Paragraph 8.3. Such extension to be a period equivalent to the time lost by reason of any and all of the aforesaid causes, as determined by the Architect in consultation with Owner. In consideration for this grant of a time extension, the Owner shall not be held responsible for any loss or damage or increased costs sustained by the Contractor through any delays caused by the Owner, Architect or any other Contractor, or on account of the aforesaid causes of any other cause of delay. In the event the Contractor shall choose to contest in any fashion this paragraph 8.3.1 and loses said contest, the Contractor shall indemnify, hold harmless and reimburse the Owner for its reasonable costs and expenses, including attorneys' and expert witness fees, and all other costs and expenses incurred by the Owner in the defense of the claim.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Request for extension of Contract Completion Date shall be submitted in writing to the Architect not more than seven (7) days after the commencement of the delay; otherwise, it shall be waived. This request shall contain at a minimum the following information: (1) date of start of delay; (2) specific cause of delay; (3) effect of delay on construction progress; (4) date of termination of delay; (5) statement of bonded surety concurring in request for extension of Contract Completion Date and the Agreement to extend coverages for the requested extension; (6) evidence of notification of this request having been given to the Owner and the Architect; (7) evidence of notification of this request having been given to all Contractors engaged on the project and their concurrence to such extension of time.

§ 8.3.3 The Architect and Owner will not be liable to any contractor or any subcontractors engaged on this project in any manner for any expenses, damages, loss of profits, anticipated or otherwise, or any other charges whatsoever arising out of an extension in the Completion Date for the work of either the Contractor or of any subcontractor engaged on this project, or arising out of any hindrance or delay from any cause whatsoever in the progress of the work, whether such hindrance or delay be avoidable or unavoidable.

§ 8.3.4 The Contractors are required to submit at any construction conference considering any claim and at any proceeding considering an extension of time and in all subsequent administrative proceedings, all files, records, and the documents of whatever kind pertaining to the Contractor's performance of the Project Work, the job budget, the summary of all supporting data worksheets and other materials related to the estimate, material and labor scheduling details, and other documents prepared in connection with the submittal of the Contractor's successful bid.

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.

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§ 9.2 Schedule of ValuesContractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by 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, the Contractor shall submit to the Architect 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 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. If the manner of completion of the Work and its progress do not remain satisfactory to the Architect, or if any other good and sufficient reason arises, the amount retained by the Owner may be increased up to 1-1/2 times the amount of any possible withholding. If a dispute arises between Owner and Contractor based upon increased costs claimed by Contractor occasioned by delays or other actions of any Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to owner to indemnify Owner against the claim.

§ 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 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 Until the Work is 51 percent completed, the Owner pays 90 percent of the amount due the Contractor on account of progress payments. When the work is 50 percent completed, 1/2 of the amount retained by the Owner is returned to the Contractor provided that the Architect approves the application for payment and the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Thereafter the Owner pays 95 percent of the amount due the Contractor on account of progress payments. If the manner of completion of the Work and its progress are not satisfactory to the Architect, or if any other good and sufficient reason arises, the amount retained by the Owner may be increased up to 1-1/2 times the amount of any possible payments. If a dispute arises between Owner and Contractor based upon increased costs claimed by Contractor occasioned by delays or other actions of any Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to Owner to indemnify Owner against the claim.

§ 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 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.

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§ 9.3.4 The Contractor for itself and for its Subcontractors, laborers and material suppliers and all other directly or indirectly acting for, through or under it or any of them covenants and agrees that no mechanic's liens or claims will be filed or maintained against the Project, the Premises, or any part thereof, or any interest therein or any improvements thereon, or the Owner or against any monies due or to become due from the Owner to the Contractor, for or on account of any work, labor, services, materials, equipment and other items provided under any Change Order or supplemental agreement for extra or additional work in connection with the Project as to the original work covered by the Contract Documents. This Project is purely for a public purpose and as such, mechanics' lien are expressly prohibited under the PA Mechanics' Lien Law, 49 Pa. C.S.A. §1303, *et. seq.* If any Subcontractor, laborer or material supplier of the Contractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a mechanic's lien or claim as aforesaid, the Contractor agrees to cause such liens and claims be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so, the Owner shall have the right, in addition to all other rights and remedies provided under the Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means the Owner chooses, at the entire cost and expense of the Contractor (such cost and expense to include reasonable attorney's fees and disbursements). The Contractor agrees to indemnify, defend, save and hold harmless the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including reasonable attorney's fees and disbursements, which the Owner may sustain or incur in connection therewith.

§ 9.3.5 If a dispute arises between the Owner and any Prime Contractor, which dispute is based upon increased costs claimed by one Prime Contractor occasioned by delays or other actions of another Prime Contractor, additional retainage in the sum of one and one-half times the amount of possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless the Contractor causing the additional claim furnished a bond satisfactory to the Owner to indemnify the Owner against the claim.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor 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 Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, 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 entitled to payment in the amount certified. The foregoing representations 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 Architect. However, the issuance of a Certificate for Payment will not be a representation that the 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The 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

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Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from 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;

.7 repeated failure to carry out the Work in accordance with the Contract Documents; or

.8 failure to meet scheduled benchmarks throughout the Project period.

§ 9.5.2 When Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, Contractor 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 withholds certification for payment under Section 9.5.1.3, 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a 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 Architect.

.1 Such payment by the Owner shall not constitute approval or acceptance of any item or cost in the Application for payment. No partial payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the work to which such partial payment relates or relieves the Contractor of any of its obligations hereunder with respect

thereto.

§ 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 Architect 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 Architect and Owner 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 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.

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§ 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.

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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.

§ 9.8 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 that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 The Contractor shall achieve Substantial Completion of the entire Work pursuant to AIA Document A101.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the 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 Contractor's list, the Architect 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 Contractor's 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 to determine Substantial Completion. The Owner may withhold from the Contract Sum any additional fees paid by Owner to the Architect due to the necessity of re-inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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. The payment will be sufficient to increase the total payments to 95 percent of the Contract Sum, less such amounts as the Architect determines for incomplete Work and unsettled claims pursuant to **§** 9.3.1 and/or as provided in § 9.3.5..

§ 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

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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 shall 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.9.4 As portions of the Project are completed, and occupied, Contractor shall ensure the continuing construction activity will not unreasonably interfere with the use, occupancy and quiet enjoyment of the completed portions thereof.

§ 9.9.5 The Contractor agrees to coordinate the Work with the Architect and the Owner in order to minimize disturbance to occupied portions of the structure. In the event performances or tests are conducted in close proximity to the work in progress, the Contractor agrees to cease all work which may disturb the Owner's occupants at the site.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection to confirm the completion of Work of the Contractor. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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) 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the 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

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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 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.

§ 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.

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 In the event that the Contractor fails to achieve substantial completion of the work as set forth in the contract Documents, the Owner and the public which it serves will be damaged and inconvenienced, the exact amount of these damages being difficult to quantify. This being established, the Owner and the Contractor agree to the following:

§ 9.11.2 If Substantial Completion is not achieved as set forth in the Contract Documents, the Owner shall be entitled to retain as liquidated damages, and not as penalty, the amounts set forth in §§ 8.2.4 – 8.2.8.

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.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work, the public, the Owner and its officers, directors and employees, students, visitors, 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.

§ 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 give the Owner reasonable advance notice and the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and in strict compliance with all applicable requirements of applicable laws, codes, regulations, ordinances, and orders.

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§ 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 or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either 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 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.

§ 10.3 Hazardous Materials and Substances

§ 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 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. 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, but subject and without waiver of any statutory or common law immunities from or limitations of liability, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material 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.

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§ 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, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents, on a primary and non-contributory basis. Contractor shall maintain insurance for, in a minimum, the following:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities must maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by the Clause;

.3 Claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than the Contractor's employees;

.4

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.5 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.6 Claims for bodily injury or property damage arising out of completed operations; and

.7 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.8 The Contractor's policy under this Section 11.1.1 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insur3d, 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 indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.4 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.5 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.6 Claims related to earth subsidence or movement, where the Work involves such hazards.

.7 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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§ 11.1.1.9 Liability insurance includes all major divisions of coverage and is on a comprehensive basis including:

1. Premises-Operations (including X. C and U coverages as applicable).
2. Independent Contractors' Protective.
3. Products-Completed Operations.
4. Personal Injury Liability with Contractual Liability Exclusion deleted.
5. Contractual Liability, including specified provision for Contractor's obligation under paragraph 3.18.
6. Owned, Non-Owned, and Hired Motor Vehicles.
7. Broad Form Property Damage including Completed Operations.

§11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date must predate the Contract, the termination date of the policy or applicable extended reporting period must be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

§ 11.1.1.11 The insurance required by this Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§11.1.1.12 Provide the required insurance by a company or companies licensed to do business in the Commonwealth of Pennsylvania, which have a minimum Best rating of "A-" and a minimum policy holder's surplus of $100 million and against which the Owner has no reasonable objection.

§11.1.1.13 Write the insurance required by this Section 11.1.1 for not less than the following limits, or greater if required by law:

1. Workers' Compensation and Employer's liability.
   A. State: Statutory.
   B. Applicable Federal (e.g., Longshoremen's): Statutory.
   C. $ 500,000 each accident.
   D. $ 500,000 disease policy limit.
   E. $ 500,000 disease each employee

1. Commercial General Liability (Occurrence) including Owner's and Contractor's Protective.
   A. $ 3,000,000 general aggregate.
   B. $ 3,000,000 products/completed operations aggregate.
   C. $ 1,000,000 personal and advertising injury.
   D. $ 1,000,000 each occurrence.
   E. $ 50,000 fire damage, any one fire.
   F. $ 5,000 medical expense, any one person.

1. Business Auto Liability.
   A. Any vehicle, hired vehicles, and non-owned vehicles.
   B. $ 1,000,000 combined single limit.

1. Excess or Umbrella Liability.
   A. $ 5,000,000 each occurrence.
   B. $ 5,000,000 aggregate.
   C. $ 10,000 retention for self-insured hazards, each occurrence.

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1. Provide a "Project Aggregate" CG 25 03 endorsement for all insurance policies.

§ 11.1.1.14 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 60 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General Liability policy form, the Certificates must be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S is acceptable. Within five days of the Award of the Contract, furnish 2 copies of Certificates herein required; furnish 2 copies of any endorsements that are subsequently issued amending coverages or limits; and furnish 2 copies of Certificates at time of policy renewal indicating such renewal. Further, the Contractor shall furnish the Owner and Architect with copies of endorsements that are subsequently issued amending coverage or limits.

Certificate of Insurance shall be accompanied by a notarized letter from the Contractor's Insurance Carrier advising the Owner to what degree the aggregate limit has been impaired. Further, the Contractor fully understands that failure to timely submit the Certificate of Insurance shall give the Owner the option to withdraw the award, and forfeit the Bidder's Bid Bond

The Certificates must set forth evidence of all coverages required by the Contract Documents, and must specifically certify the following:

.1 The coverage afforded under these policies will not be cancelled, non-renewed materially changed, with the limits reduced without a minimum of 60 days' prior written notice, by certified mail, being given to the Owner (the certificate holder named in the lower left hand corner of ACORD Form 25S) and the Architect, in accordance with the requirements of Act 86-1986 of the Commonwealth of Pennsylvania.

.2 The Owner, the Architect, and the Architect's Consultants are named as additional insureds, on a primary and non-contributory basis, for all required coverages except workers' compensation, in and as their interests appear.

§ 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 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. 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 to the Owner 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 Liability Insurance

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§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The form of policy for this coverage must be Completed Value.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 This Property Insurance shall be written with no deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.1.6 The insurance required by paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor must, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which are subject to the provisions of Subparagraph 11.3.7

§ 11.3.2 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, 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 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 If the Contractor so requests, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 60 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 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 and Architect for loss of use of the Owner's property, due to fire or other hazards however caused to the extent such loss is covered by such insurance.

§ 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 Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in a 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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§ 11.6 Performance Bond and Payment Bond

§ 11.6.1 Contractors shall furnish to the Architect for the benefit of the Owner, a Performance Bond as security for the faithful performance of the Contract. Contractors shall furnish to the Architect, for the benefit of the Owner, a separate Labor and Materials Payment Bond as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. The Performance and Payment Bonds shall be in an amount at least equal to 100 percent of the Contract Sum. The Bonds shall be written by a surety company approved by the Owner and Architect and licensed to do business in the Commonwealth of Pennsylvania and otherwise comply with the requirements of applicable laws. All Bonds signed by an agent must be accompanied by a certified copy of the authority for the agent to act. The Performance and Payment Bonds shall remain fully in effect for a period commencing prior to the commencement of the Contractor's Work and ending 1 year after Final Completion.

§ 11.6.1.1 Provide the required bonds by a company or companies licensed to do business in the Commonwealth of Pennsylvania, which have a minimum Best rating of "A-," a minimum policy holder's surplus of $100 million, are listed on the current U.S. Treasury Circular No. 570 (sureties acceptable for federally financed construction projects), and against which the Owner has no reasonable objection.

§ 11.6.1.2 The Contractor must deliver the required Bonds to the Owner before the Agreement is executed.

§ 11.6.1.3 The Contractor requires the attorney-in-fact who executes the required Bonds on behalf of the surety to affix thereto a certified and correct copy of the Power of Attorney.

§ 11.6.1.4 The performance bond, in the event of a default of the Contractor, obligates the surety to take over and complete the Work up to the penal sum of the bond. The performance bond provided must not allow for the surety to pay over funds to the Owner to complete the Project nor allow the surety to tender a replacement Contractor.

§ 11.6.2 The Contractor must furnish a bond covering correction of defects in the Work. Bonds may be obtained through the Contractor's usual source and the cost thereof must be included in the Contract Sum. The amount of the Maintenance Bond equals 10 percent of the Contract Sum.

§ 11.6.3 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.

§ 11.6.4 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or if its right to do business in the Commonwealth is terminated or if it ceases to meet the requirements set forth in Subparagraph 11.4.1 Contractor shall promptly (without additional cost to the Owner), but in all events within five (5) days after the occurrence of any such event, substitute another Bond and Surety in compliance with the requirements of this Paragraph.

§11.7 Insurance Carriers

§ 11.7.1 If any party is damaged by the failure of the other to purchase or maintain insurance required under Article 11 and so notifies the other party, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs properly attributable thereto.

§ 11.7.2 Whenever the Contractor is required under these Contract Documents to furnish insurance coverage, all policies of insurance so furnished shall be issued by an insurance company or by insurance companies qualified to do business in the Commonwealth of Pennsylvania.

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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the 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 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 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 or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 In the event the contractor corrects any deficiency or furnishes any new equipment or material as a consequence of a breach of any special warranty or if any of the Work is found to be defective, a new 1-year period of warranty commences with the completion of the correction of the defective Work of the replacement of the defective equipment or material.

§ 12.2.2.3 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.4 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 or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The obligations under this Section 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective 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. 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 laws of the Commonwealth of Pennsylvania, Indiana County, Pennsylvania.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§

13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law or in equity.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 In the event Contractor shall breach any obligation imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which Owner may recover, Owner also shall be entitled to an award for any reasonable attorneys' fees and costs incurred in attempting to enforce or recover upon the Contract Documents by reason of the Contractor's breach.

§ 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 Architect timely notice of when and where tests and inspections are to be made so that the 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 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 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

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to the Architect of when and where tests and inspections are to be made so that the 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 Architect's services and expenses, shall be at the Contractor's expense.

§ 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 Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

The final payment due the Contractor from the Owner bears interest at a rate of 6 percent per annum for all contracts with provisions for retainage, such interest to begin after the date that such payment becomes due and payable to the Contractor, provided, however, that where the contracting body has issued bonds to finance the project, interest is payable to the Contractor at the rate of interest of the bond issue or at the rate of interest of the bond issue, or 6% whichever is less.

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice

§ 13.7 Time Limits on Claims

The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 13.6.1 As to claims of the Contractor, except where an earlier commencement of statutory limitation period is specified in the Contract Documents, the commencement of statutory limitation period shall be:

.1 Before Substantial Completion.

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 Between Substantial Completion and Final Certificate for Payment.

As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

§ 13.6.2 Nothing in this Agreement shall be construed to impose any statute of limitation upon any claims of

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the Owner. The Owner fully reserves the rights and privileges applicable to it under the legal doctrine of *nullum tempus occurrit regi.*

§ 13.7 CLEARANCES

§ 13.7.1 All Contractors and subcontractors on this Project must have clearances related to (a) Child Abuse History Act 33/151; (b) Pennsylvania State Police Act 34; (c) Fingerprinting and Federal Criminal History Record Act 114 Clearance, and must present them to the Owner's representative on or prior to the time directed by the Owner A badge attesting to those Clearances should be carried by each individual workman when on the premises or in the buildings. The cost of obtaining these clearances and required badges shall be the responsibility of the Contractor.

§ 13.7.2 Public Works Employment Verification Act: All Contractors and Subcontractors of whatever tier are required to comply with the Public Works Employment Verification Act, 43 P.C. §§167.1-167.11 and its Chapter 66 implementing guidelines. All Contractors and Subcontractors performing work on this project are required to comply with Federal Employment Eligibility Requirements through the United States Department of Homeland Security's E-Verify Program. For each employee hired on or after January 1, 2013, Contractors and subcontractors must submit a Public Works Employment Verification Form to the School District prior to being awarded a Public Works Contract and throughout the duration of the Project, regardless of whether such employees will work onsite or offsite. Contractors and subcontractors shall update the Verification Forms throughout the duration of the Project. Contractors shall include the requirement to comply with this Act in each and every subcontract into which they enter on this Project. The School District will maintain the Form for the duration of the Project. The Form may be accessed at: www.dgs.state.pa.us. The Chapter 66 implementing guidelines are located at http://www.pabulletin.com/secure/data/vol42/42-52/index.html.

§ 13.8 PREVAILING WAGE RATES

If the total estimated project sum is greater than $25,000.00, this regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L., 987, amended) as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this Contract.

§ 13.8.1 No workmen shall be employed on this work except in accord with the classifications set forth in the decision of the Secretary of Labor and Industry. If additional or different classifications are necessary, the procedure set forth in Section 7 of the Regulations for Pennsylvania Prevailing Wage Act shall be followed.

§ 13.8.2 All workmen employed or working on this work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged indirectly, except authorized deductions, the full amounts due at the time worked in the appropriate classification. This Contract does not prohibit payment of more than the general prevailing minimum wage rates as determined by the Secretary of Labor and Industry.

§ 13.8.3 Each Contractor and Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places at th site of the work and at such place or places used by them to pay workmen their wages. Subcontractors need not post such decisions in the same places where they are posted by Contractors. The posted notice of wage rates shall contain the following information:

.1 Name of the Project.

.2 Name of the Public Body for which it is being constructed.

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.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 for their job classification, or if the Contractor or Subcontractor or both are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest, in writing, with the Secretary of Labor and Industry within three months of the date of the occurrence, objecting to the payment of any Contractor or Subcontractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any 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 the wages stipulated in the Contract, which right of action shall be exercised within six months from the occurrence of the event creating such right.

§ 13.8.4 The Contractor and each Subcontractor shall keep accurate records showing the name, craft, classification, number of hours worked per day and actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with work. Such records shall include any deduction from each workman. The records shall be preserved for three years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract and to the Secretary of Labor and Industry or his duly authorized representative.

§ 13.8.5 Apprentices shall be limited to such numbers as shall be in accord with a bonfide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this Section shall be paid the rate predetermined for journeymen in that particular craft and classification.

.1 Wages shall be paid without any deductions except authorized deductions. Employers not parties 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 workmen.

.2 Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the act and these Regulations, regardless of the average hourly earning resulting therefrom.

.3 Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, 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 this section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

§ 13.9 DISCRIMINATION PROHIBITED

According to 62 Pa. C.S.A. §3701, the Contractor agrees:

(1) In the hiring of employees for the performance of Work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the Work to which the employment relates;

(2) no Contractor, Subcontractor, Sub-Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of Work under the contract on account of gender, race, creed, or color;

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(3) The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

(4) Contractors are bound by Appendix F to Exhibit a to the parties' Agreement, in its entirety as it relates to the Contractor's work on the Project.

§ 13.10 HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222, of October 27, 1955 (P.L. 744)(43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealths' non-discrimination clause in 16 PA. Code 49.101.

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; or

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped.

§ 14.1.2 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other person performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the contractor may, upon seven additional days' written notice to the Owner and the Architect, suspend performance under the Contract and, when work resumes, recover from the Owner costs of the Work completed, actually earned and incurred, through the date of the termination. Contractor shall not be entitled to any fee, overhead, profit or any other losses or damages for any work not performed.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is in breach of a provision of the Contract Documents.

.5 fails to abide by the Project Construction Schedule, and/or fails, within seven days after receipt of written notice to correct or recover the schedule, to provide required scheduling information;

.6 institutes proceedings or consents to proceedings requesting relief under the Federal Bankruptcy Code or if a Petition under the Federal Bankruptcy code is filed against the contractor and such Petition is not dismissed within sixty (60) days from the date of said filing; or

.7 abandons the work.

§ 14.2.2 When any of the above reasons exist, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

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.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 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 be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If the Owner terminates the contract for cause and it is subsequently determined that such termination was without sufficient cause or was improper for any reason whatsoever, such termination shall be deemed for all purposes to have been a termination for convenience and, in such event, Contractor shall be entitled to recover only those sums due pursuant to paragraph 14.4.3.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption as commencing upon the thirty-first (31st) day of such suspension, delay or interruption. Adjustment of the Contract Sum shall include compensation for actual expenses incurred as a result of the suspension delay or interruption. 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 the 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

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work as accepted and/or approved and expenses actually earned and incurred. Contractor shall not be entitled to any fee, overhead, profit or any other losses or damages for any work not performed.

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.

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§ 15.1.2 Time Limits on Claims

As between Owner and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. Nothing herein shall be deemed to have caused any applicable statute of limitations to commence to run or any alleged cause of action to have accrued in the event of any latent defect not discovered until after issuance of the final certificate for payment. Any applicable statute of limitations shall commence on any cause of action related to an alleged latent defect upon actual discovery of such latent defect. Owner reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi."

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner and to the Architect, as Initial Decision Maker. Claims by Contractor shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by the 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 Owner. 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.

§ 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.

§ 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

damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, loss of bonding capacity and for loss of profit.

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.

§ 15.1.8 Disputes or Actions Between Contractors

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§ 15.1.8.1 Should the Contractor either itself or by its subcontractor or subcontractors of its agents, servants, or employees, cause damage or injury to the property or Work of any other Prime Contractor or Contractors, or by performing or failing to perform his Work including the Work of his subcontractor or subcontractors hereunder with due diligence, delay or interfere with any Prime Contractor or contractors who shall suffer additional expense or damage thereby, the parties involved in such dispute shall settle by agreement or litigate said claim dispute or disputes in the Court of Common Pleas of Indiana County, Pennsylvania.

§ 15.1.8.2 Neither the Architect nor Owner shall be a party to disputes or actions between Prime Contractors or subcontractors concerning such additional expense or damage. It is agreed by all parties that disputes or actions between Contractors concerning the additional expense or damage hereinbefore mentioned shall not delay completion of the work which shall be continued by the parties, subject to the rights hereinbefore provided.

§ 15.2 Initial Decision

§ 15.2.1 Claims of the Contractor, excluding those 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 dispute resolution of any Contractor Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the Contractor may demand 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 Contractor's 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 Contractor, (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.

§ 15.2.3 In evaluating Contractor's 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 the Contractor to furnish additional supporting data, the Contractor 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, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the Contractor but subject to provisions in paragraph 15.3 for dispute resolution provided that the

Contractor provides written notice of an intent to

submit a Claim to dispute resolution proceedings within forty-five (45) days following the initial decision..

§ 15.2.6 not used.

§ 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.

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DOCUMENT 00 7346 - WAGE DETERMINATION SCHEDULE

PART 1 - GENERAL

1.1 DOCUMENTS

A. The Prevailing Minimum Wage Predetermination, included herein below, as determined by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania, is a part of the Contract documents for this Project.

1. Serial Number: 25-07126.
2. Determination Date: 7/18/2025

B. Submit a Certified Payroll Certificate each week directly to the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ELECTRONIC DOCUMENTS

A. Please go to www.dli.pa.gov to search and view Prevailing Wage Project Rates **or view the Project Rates attached.**

DOCUMENT CONTINUES ON NEXT PAGE

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Grove City Area Middle School HVAC Equipment Replacement and Upgrades
General Description:	Rooftop equipment replacement. Interior ductwork and associated modifications. Ceiling and wall modifications needed for HVAC equipment work.
Project Locality	Grove City
Awarding Agency:	Grove City Area School District
Contract Award Date:	9/8/2025
Serial Number:	25-07126
Project Classification:	Building
Determination Date:	7/18/2025
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Mercer County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 25-07126 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		$41.36	$29.51	$70.87
Boilermakers	6/1/2016		$40.90	$27.61	$68.51
Bricklayer	12/1/2024		$38.75	$25.12	$63.87
Bricklayer	6/1/2025		$39.25	$25.62	$64.87
Carpenter	6/1/2024		$37.20	$19.92	$57.12
Carpenters - Piledriver/Welder	1/1/2024		$42.13	$21.97	$64.10
Carpenters - Piledriver/Welder	1/1/2025		$43.38	$22.72	$66.10
Carpenters - Piledriver/Welder	1/1/2026		$44.63	$23.47	$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2022		$34.54	$18.30	$52.84
Cement Masons	6/1/2023		$33.07	$23.59	$56.66
Cement Masons	7/1/2024		$34.57	$25.09	$59.66
Cement Masons	6/1/2025		$35.52	$25.64	$61.16
Drywall Finisher	1/1/2025		$34.01	$24.63	$58.64
Drywall Finisher	6/1/2025		$35.16	$25.98	$61.14
Electricians	1/1/2024		$47.30	$28.51	$75.81
Electricians	12/30/2024		$49.05	$29.44	$78.49
Elevator Constructor	1/1/2024		$58.55	$43.87	$102.42
Elevator Constructor	1/1/2025		$61.07	$40.05	$101.12
Glazier	6/1/2013		$25.56	$13.98	$39.54
Iron Workers	6/1/2024		$34.83	$27.87	$62.70
Iron Workers	6/1/2025		$36.26	$28.64	$64.90
Laborers (Class 01 - See notes)	1/1/2023		$25.82	$19.46	$45.28
Laborers (Class 01 - See notes)	1/1/2024		$26.82	$19.46	$46.28
Laborers (Class 01 - See notes)	1/1/2025		$27.32	$19.96	$47.28
Laborers (Class 01 - See notes)	1/1/2026		$27.82	$20.46	$48.28
Laborers (Class 02 - See notes)	1/1/2023		$25.97	$19.46	$45.43
Laborers (Class 02 - See notes)	1/1/2024		$26.97	$19.46	$46.43
Laborers (Class 02 - See notes)	1/1/2025		$27.47	$19.96	$47.43
Laborers (Class 02 - See notes)	1/1/2026		$27.97	$20.46	$48.43
Laborers (Class 03 - See notes)	1/1/2023		$28.97	$19.46	$48.43
Laborers (Class 03 - See notes)	1/1/2024		$29.97	$19.46	$49.43
Laborers (Class 03 - See notes)	1/1/2025		$30.47	$19.96	$50.43
Laborers (Class 03 - See notes)	1/1/2026		$30.97	$20.46	$51.43
Laborers (Class 04 - See notes)	1/1/2021		$23.57	$19.32	$42.89
Landscape Laborer (Skilled)	1/1/2024		$24.79	$18.53	$43.32
Landscape Laborer (Skilled)	1/1/2025		$25.79	$18.78	$44.57
Landscape Laborer (Skilled)	1/1/2026		$26.79	$19.03	$45.82
Landscape Laborer (Tractor Operator)	1/1/2024		$25.09	$18.53	$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		$26.09	$18.78	$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		$27.09	$19.03	$46.12
Landscape Laborer	1/1/2025		$25.37	$18.78	$44.15
Landscape Laborer	1/1/2026		$26.37	$19.03	$45.40
Millwright	6/1/2020		$41.68	$20.32	$62.00
Operators (Class 01 - see notes)	6/1/2023		$40.69	$23.89	$64.58

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 25-07126 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	6/1/2024		$41.69	$24.39	$66.08
Operators (Class 01 - see notes)	6/1/2025		$42.72	$24.79	$67.51
Operators (Class 01 - see notes)	6/1/2026		$43.74	$25.29	$69.03
Operators (Class 02 -see notes)	6/1/2023		$34.62	$23.89	$58.51
Operators (Class 02 -see notes)	6/1/2024		$35.62	$24.39	$60.01
Operators (Class 02 -see notes)	6/1/2025		$36.67	$24.79	$61.46
Operators (Class 02 -see notes)	6/1/2026		$37.67	$25.29	$62.96
Operators (Class 03 - See notes)	6/1/2023		$31.83	$23.89	$55.72
Operators (Class 03 - See notes)	6/1/2024		$32.83	$24.39	$57.22
Operators (Class 03 - See notes)	6/1/2025		$33.88	$24.79	$58.67
Operators (Class 03 - See notes)	6/1/2026		$34.88	$25.29	$60.17
Painters Class 6 (see notes)	6/1/2024		$32.14	$24.93	$57.07
Painters Class 6 (see notes)	6/1/2025		$34.16	$25.81	$59.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		$62.82	$22.72	$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		$64.70	$23.47	$88.17
Piledrivers	1/1/2024		$40.63	$21.97	$62.60
Piledrivers	1/1/2025		$41.88	$22.72	$64.60
Piledrivers	1/1/2026		$43.13	$23.47	$66.60
Plasterers	6/1/2023		$32.14	$20.54	$52.68
Plasterers	6/1/2024		$33.14	$21.04	$54.18
plumber	6/1/2024		$50.08	$25.87	$75.95
plumber	6/1/2025		$53.28	$25.87	$79.15
plumber	6/1/2026		$56.38	$25.87	$82.25
plumber	6/1/2027		$59.48	$25.87	$85.35
Pointers, Caulkers, Cleaners	12/1/2024		$39.69	$21.61	$61.30
Pointers, Caulkers, Cleaners	6/1/2025		$40.66	$21.99	$62.65
Roofers	4/1/2023		$29.03	$18.75	$47.78
Roofers	4/1/2024		$29.81	$19.04	$48.85
Roofers	4/1/2025		$30.31	$19.04	$49.35
Sheet Metal Workers	6/1/2024		$36.89	$29.32	$66.21
Sheet Metal Workers	6/1/2025		$38.36	$30.10	$68.46
Sign Makers and Hangars	7/15/2024		$32.32	$25.82	$58.14
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sprinklerfitters	4/1/2024		$46.45	$28.62	$75.07
Sprinklerfitters	4/1/2025		$49.75	$29.21	$78.96
Steamfitters	6/1/2024		$48.15	$29.57	$77.72
Steamfitters	6/1/2025		$50.20	$31.02	$81.22
Stone Masons	12/1/2022		$38.56	$23.61	$62.17
Terrazzo Finisher	12/1/2024		$41.04	$18.72	$59.76
Terrazzo Finisher	6/1/2025		$41.73	$19.03	$60.76
Terrazzo Mechanics	12/1/2024		$40.39	$21.02	$61.41
Terrazzo Mechanics	6/1/2025		$41.13	$21.28	$62.41
Tile Finisher	6/1/2024		$31.56	$17.74	$49.30
Tile Finisher	12/1/2024		$32.51	$17.99	$50.50

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 25-07126 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Finisher	6/1/2025		$33.24	$18.36	$51.60
Tile Setter	6/1/2024		$38.46	$22.19	$60.65
Tile Setter	12/1/2024		$39.41	$22.44	$61.85
Tile Setter	6/1/2025		$40.15	$22.80	$62.95
Truckdriver class 1(see notes)	1/1/2024		$34.93	$22.71	$57.64
Truckdriver class 1(see notes)	1/1/2025		$36.43	$23.21	$59.64
Truckdriver class 1(see notes)	1/1/2026		$37.93	$23.71	$61.64
Truckdriver class 2 (see notes)	1/1/2024		$35.39	$23.02	$58.41
Truckdriver class 2 (see notes)	1/1/2025		$36.89	$23.52	$60.41
Truckdriver class 2 (see notes)	1/1/2026		$38.39	$24.02	$62.41
Window Film / Tint Installer	6/1/2019		$24.52	$12.08	$36.60

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 25-07126 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		$41.35	$22.09	$63.44
Carpenter	1/1/2026		$42.60	$22.84	$65.44
Carpenter Welder	1/1/2025		$42.85	$22.09	$64.94
Carpenter Welder	1/1/2026		$44.10	$22.84	$66.94
Carpenters - Piledriver/Welder	1/1/2025		$43.38	$22.72	$66.10
Carpenters - Piledriver/Welder	1/1/2026		$44.63	$23.47	$68.10
Cement Finishers	1/1/2024		$35.14	$26.30	$61.44
Cement Finishers	1/1/2025		$35.94	$27.50	$63.44
Cement Masons	1/1/2020		$32.84	$21.10	$53.94
Electric Lineman	1/1/2024		$64.46	$29.23	$93.69
Electric Lineman	9/2/2024		$66.56	$30.17	$96.73
Iron Workers	6/1/2024		$34.83	$27.87	$62.70
Iron Workers	6/1/2025		$36.26	$28.64	$64.90
Laborers (Class 01 - See notes)	1/1/2023		$29.95	$25.50	$55.45
Laborers (Class 01 - See notes)	1/1/2024		$32.20	$25.50	$57.70
Laborers (Class 01 - See notes)	1/1/2025		$33.70	$26.00	$59.70
Laborers (Class 01 - See notes)	1/1/2026		$34.70	$27.00	$61.70
Laborers (Class 02 - See notes)	1/1/2023		$30.11	$25.50	$55.61
Laborers (Class 02 - See notes)	1/1/2024		$32.36	$25.50	$57.86
Laborers (Class 02 - See notes)	1/1/2025		$33.86	$26.00	$59.86
Laborers (Class 02 - See notes)	1/1/2026		$34.86	$27.00	$61.86
Laborers (Class 03 - See notes)	1/1/2023		$30.50	$25.50	$56.00
Laborers (Class 03 - See notes)	1/1/2024		$32.75	$25.50	$58.25
Laborers (Class 03 - See notes)	1/1/2025		$34.25	$26.00	$60.25
Laborers (Class 03 - See notes)	1/1/2026		$35.25	$27.00	$62.25
Laborers (Class 04 - See notes)	1/1/2023		$30.95	$25.50	$56.45
Laborers (Class 04 - See notes)	1/1/2024		$33.20	$25.50	$58.70
Laborers (Class 04 - See notes)	1/1/2025		$34.70	$26.00	$60.70
Laborers (Class 04 - See notes)	1/1/2026		$35.70	$27.00	$62.70
Laborers (Class 05 - See notes)	1/1/2023		$31.36	$25.50	$56.86
Laborers (Class 05 - See notes)	1/1/2024		$33.61	$25.50	$59.11
Laborers (Class 05 - See notes)	1/1/2025		$35.11	$26.00	$61.11
Laborers (Class 05 - See notes)	1/1/2026		$36.11	$27.00	$63.11
Laborers (Class 06 - See notes)	1/1/2023		$28.20	$25.50	$53.70
Laborers (Class 06 - See notes)	1/1/2024		$30.45	$25.50	$55.95
Laborers (Class 06 - See notes)	1/1/2025		$31.95	$26.00	$57.95
Laborers (Class 06 - See notes)	1/1/2026		$32.95	$27.00	$59.95
Laborers (Class 07 - See notes)	1/1/2023		$30.95	$25.50	$56.45
Laborers (Class 07 - See notes)	1/1/2024		$33.20	$25.50	$58.70
Laborers (Class 07 - See notes)	1/1/2025		$34.70	$26.00	$60.70
Laborers (Class 07 - See notes)	1/1/2026		$35.70	$27.00	$62.70
Laborers (Class 08 - See notes)	1/1/2023		$32.45	$25.50	$57.95
Laborers (Class 08 - See notes)	1/1/2024		$34.70	$25.50	$60.20
Laborers (Class 08 - See notes)	1/1/2025		$36.20	$26.00	$62.20

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 25-07126 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 08 - See notes)	1/1/2026		$37.20	$27.00	$64.20
Millwright	6/1/2024		$47.59	$23.72	$71.31
Millwright	6/1/2025		$49.72	$23.72	$73.44
Operators (Class 01 - see notes)	1/1/2023		$36.79	$23.58	$60.37
Operators (Class 01 - see notes)	1/1/2024		$38.59	$24.03	$62.62
Operators (Class 01 - see notes)	1/1/2025		$40.39	$24.23	$64.62
Operators (Class 01 - see notes)	1/1/2026		$41.96	$24.66	$66.62
Operators (Class 02 -see notes)	1/1/2023		$36.53	$23.58	$60.11
Operators (Class 02 -see notes)	1/1/2024		$38.33	$24.03	$62.36
Operators (Class 02 -see notes)	1/1/2025		$40.13	$24.23	$64.36
Operators (Class 02 -see notes)	1/1/2026		$41.70	$24.66	$66.36
Operators (Class 03 - See notes)	1/1/2023		$32.88	$23.58	$56.46
Operators (Class 03 - See notes)	1/1/2024		$34.68	$24.03	$58.71
Operators (Class 03 - See notes)	1/1/2025		$36.48	$24.23	$60.71
Operators (Class 03 - See notes)	1/1/2026		$38.05	$24.66	$62.71
Operators (Class 04 - See notes)	1/1/2023		$32.42	$23.58	$56.00
Operators (Class 04 - See notes)	1/1/2024		$34.22	$24.03	$58.25
Operators (Class 04 - See notes)	1/1/2025		$36.02	$24.23	$60.25
Operators (Class 04 - See notes)	1/1/2026		$37.59	$24.66	$62.25
Operators (Class 05 - See notes)	1/1/2023		$32.17	$23.58	$55.75
Operators (Class 05 - See notes)	1/1/2024		$33.97	$24.03	$58.00
Operators (Class 05 - See notes)	1/1/2025		$35.77	$24.23	$60.00
Operators (Class 05 - See notes)	1/1/2026		$37.34	$24.66	$62.00
Operators Class 1-A	1/1/2024		$41.59	$24.03	$65.62
Operators Class 1-A	1/1/2025		$43.39	$24.23	$67.62
Operators Class 1-A	1/1/2026		$44.96	$24.66	$69.62
Operators Class 1-B	1/1/2023		$38.79	$23.58	$62.37
Operators Class 1-B	1/1/2024		$40.59	$24.03	$64.62
Operators Class 1-B	1/1/2025		$42.39	$24.23	$66.62
Operators Class 1-B	1/1/2026		$43.96	$24.66	$68.62
Painters Class 2 (see notes)	6/1/2024		$38.09	$24.93	$63.02
Painters Class 2 (see notes)	6/1/2025		$40.36	$25.81	$66.17
Painters Class 3 (see notes)	6/1/2024		$40.66	$24.93	$65.59
Painters Class 3 (see notes)	6/1/2025		$43.68	$25.81	$69.49
Painters Class 4 (see notes)	6/1/2019		$28.20	$20.06	$48.26
Painters Class 5 (see notes)	6/1/2019		$22.91	$20.06	$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		$60.95	$21.97	$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		$62.82	$22.72	$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		$64.70	$23.47	$88.17
Piledrivers	1/1/2025		$41.88	$22.72	$64.60
Piledrivers	1/1/2026		$43.13	$23.47	$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		$48.43	$40.28	$88.71
Truckdriver class 1(see notes)	1/1/2025		$36.43	$23.21	$59.64
Truckdriver class 1(see notes)	1/1/2026		$37.93	$23.71	$61.64

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 25-07126 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2025		$36.89	$23.52	$60.41
Truckdriver class 2 (see notes)	1/1/2026		$38.39	$24.02	$62.41

DOCUMENT 00 7393 - COVENANT TO INDEMNIFY

1.1 STATEMENT

A. In addition and supplemental to all other agreements of the undersigned Contractor, relating to **Project No. 25-S43-01 Middle School HVAC Equipment Replacement and Upgrades** (hereinafter referred to as the "Work") by the undersigned for Grove City Area School District (hereinafter referred to as the "Owner"), the undersigned Contractor, intending to be legally bound hereby does hereby agree as follows:

B. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect and consultants, agents, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees and defense costs, arising out of or resulting from performance of the Work, to the extent caused in whole or in part by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The Contractor agrees to and does hereby assume on behalf of the Owner and Architect the defense of any action at law or in equity which may be brought against such indemnities by reason of claims for which indemnity is owed hereunder, and will pay on behalf of such indemnities, upon their demand, the amount of any judgment that may be entered against such indemnities in any such action. In the event that any such claim, loss, cost, expense, liability, damage, or injury arises or is made, asserted, threatened against the Owner for which the Contractor or its insurer does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from any payments due to or become due to the Contractor an amount sufficient to protect the Owner from such claim, loss, cost, expense, liability, damage, or injury, including attorneys' fees and expenses reasonably necessary for the defense thereof.

C. IN WITNESS WHEREOF, the undersigned has duly executed this Covenant of Indemnity this _____ day of _____, 2024.

(SEAL)

_____

President

_____

Contractor's company name

END OF DOCUMENT 00 7393

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under other contracts.
4. Project Timeline.
5. Access to site.
6. Coordination with occupants..
7. Work restrictions.
8. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification:
DRAW Collective Project No. 25-S43-01
Grove City Area Middle School – HVAC Equipment Replacement and Upgrades
100 Middle School Drive, Grove City, PA 16127

B. Owner: Grove City Area School District, 511 Highland Avenue, Grove City, PA 16127

1. Owner's Representative: Dr. Joshua Weaver, Superintendent

C. Owner's Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Architect / Mechanical Engineer, Electrical Engineer, and Plumbing Engineer: Tower Engineering. 115 Evergreen Heights Drive, Suite 400, Pittsburgh, Pennsylvania 15229-1346. 412.931.8888
   a. Engineer's Architect DRAW Collective., 470 Washington Road, Pittsburgh PA 15228-2811, Telephone: 412-561-7117.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
1. Selective HVAC equipment replacement and upgrades.
2. Plumbing work associated with the HVAC equipment replacement and upgrades.
3. Plumbing work associated with the HVAC equipment replacement and upgrades.
4. Interior ceiling modifications as required by the MEP scope of work.

B. Type of Contract:
1. Project will be constructed under multiple Prime Contracts.
   a. Contract No 25-S43-01-01 General Construction (GC)
   b. Contract No 25-S43-01-02 HVAC Construction (HC)
   c. Contract No 25-S43-01-03 Plumbing (PC)
   d. Contract No 25-S43-01-04 Electrical Construction (EC)

e. See Section 01 1200 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Lead Contractor.

1.4 WORK UNDER OTHER CONTRACTS

A. Concurrent Work: Owner reserves the right to award separate contract(s) for other construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract. Completion of that work may depend on successful completion of preparatory work under this Contract.

B. Future Work: Owner may elect to award separate contracts, including but not limited to, the following additional work to be performed at site prior to Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.

C. Cooperate fully with separate contractors so work may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of these Contracts with work performed under separate contracts if applicable.

1.5 PROJECT TIMELINE

A. The project will commence after the Notice to Proceed is issued. The following critical dates represent minimum requirements for Owner's timely use of the facility. Critical end date for each phase also represents Substantial Completion Date for the Contract identified in that phase as "All Work" and "Remaining Work".

1.	Project Released for Bidding:	Friday, July 18, 2025
2.	Pre-Bid Meeting	Wednesday, July 30, 2025 @ 2:00pm
3.	Receive Bids:	Wednesday, August 13, 2025 @ 3:00pm
4.	Board Approval of Bids:	Monday, September 8, 2025
5.	Notice to Proceed:	next day following board vote.
6.	Site available for site survey and measurement:	After Notice to Proceed is issued.
7.	Material Procurement:	Upon receipt of Notice to Proceed
8.	Commencement of Construction (All Areas):	Monday, October 20, 2025
9.	Substantial Completion:	Monday, February 2, 2026
10.	Full and Final Completion:	Thirty (30) days past the date of Substantial Completion.

B. The Contractor's bid is to include the cost of executing the work between the "start-on-site" date and the "Date of Substantial Completion". No adjustment to the contract sum will be made for work required beyond the "normal work day" (Monday through Friday, 7:00AM to 4:00PM) in order to meet the timeline stated.

1. Contractors must anticipate that Contractors must cooperate with the Owner's staff to allow simultaneous use of space.
2. To the degree permissible by Jefferson Township ordinance, the Owner will cooperate with the Contractor to allow access to the Work during evening and weekend hours. The Contractor is to include the cost of premium/overtime/second shift work required to execute the work in the timeline indicated.

C. In the event that work is not able to "start on-site" by the date listed or modified by addendum, a mutually agreed upon revision to the Date of Substantial Completion will be considered, at no additional cost to the contract sum.

1.6 ACCESS TO SITE

A. General: Contractor has limited use of Project site for construction operations as indicated on Drawings and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Confine storage of materials and support facilities to Owner-designated areas. Use of other areas of site for construction storage and support facilities is prohibited.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
    c. On-site parking is available in Owner-designated area of parking lots.

C. 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.

1. Superimposed Loads: Before proceeding with Work, obtain loading limitations for existing structure. Keep superimposed loads within these limits. Do not endanger structure in any way.

2. Protect existing interior finishes adjacent to areas of work.

3. Protect existing roofing adjacent to areas of work.

1.7 COORDINATION WITH OCCUPANTS

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

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
3. Student services have priority over the Work. While Owner makes every reasonable effort to accommodate the Work in an orderly manner, it reserves the right to adjust or change any work schedule if necessary to maintain proper student services.

B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. If required by schedule, Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.

2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.

3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Project.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.8 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: Limit work to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated below, or agreed upon with local authorities.

1. Weekend Hours: Coordinate and agree upon with Owner, in advance.
2. Early Morning Hours: Coordinate and agree upon with the Owner, in advance.
3. Hours for Utility Shutdowns: Coordinate and agree upon with the Owner, in advance.
4. Hours for Core Drilling of noisy activity: Coordinate and agree upon with the Owner, in advance.
5. **Work during the school year within occupied areas of the building needs to be done second shift or off hours. All work areas must be cleaned, organized and made safe prior to the start of school the following day.**

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Use of tobacco products of any kind is prohibited on School District property.

F. Controlled Substances: Use of illegal controlled substances on Project site is not permitted.

G. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site, including COVID-19 protocols.

1. Maintain list of approved screened personnel with Owner's representative.

I. Employee Ingress and Egress: Have personnel enter and exit building through Owner-designated entrance(s).

J. Food and Beverages: Food and beverages are prohibited in Work areas.

K. Food Service Facilities: Personnel may not use building's food service facilities.

1.9 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. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. 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.

D. Measurement Units: Values stated in inch-pounds are the Contract requirement. Values given in parentheses are for information only.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under other contracts.
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e. See Section 01 1200 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Lead Contractor.

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    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
    c. On-site parking is available in Owner-designated area of parking lots.

C. 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.

1. Superimposed Loads: Before proceeding with Work, obtain loading limitations for existing structure. Keep superimposed loads within these limits. Do not endanger structure in any way.

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1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
3. Student services have priority over the Work. While Owner makes every reasonable effort to accommodate the Work in an orderly manner, it reserves the right to adjust or change any work schedule if necessary to maintain proper student services.

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2. Early Morning Hours: Coordinate and agree upon with the Owner, in advance.
3. Hours for Utility Shutdowns: Coordinate and agree upon with the Owner, in advance.
4. Hours for Core Drilling of noisy activity: Coordinate and agree upon with the Owner, in advance.
5. **Work during the school year within occupied areas of the building needs to be done second shift or off hours. All work areas must be cleaned, organized and made safe prior to the start of school the following day.**

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2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Use of tobacco products of any kind is prohibited on School District property.

F. Controlled Substances: Use of illegal controlled substances on Project site is not permitted.

G. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site, including COVID-19 protocols.

1. Maintain list of approved screened personnel with Owner's representative.

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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. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. 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.

D. Measurement Units: Values stated in inch-pounds are the Contract requirement. Values given in parentheses are for information only.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 1200 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section summarizes responsibility of work scope for each of the Prime Contracts.
   1. Specific requirements of each Prime Contract are also indicated in individual Specification Sections and on Drawings.

B. Related Sections:
   1. Section 01 1000 "Summary of Work" for general description and summary of Work covered by Contract Documents.
   2. Section 01 3100 "Project Management and Coordination" for general coordination requirements.
   3. Section 01 5000 "Temporary Facilities and Controls" for specific requirements for temporary utilities, temporary heating and cooling, construction aids, and other construction-related measures and facilities.

1.2 CONTRACTS INCLUDED

A. Project Identification:

HVAC EQUIPMENT REPLACEMENT AND UPGRADES – GROVE CITY MIDDLE SCHOOL
100 Middle School Drive., Grove City, PA 16127, Mercer County

for the
Grove City Area School District, 511 Highland Ave., Grove City, PA 16127, Mercer County

Architect's Project No. 23-S43-01

B. General Project Description: See Section 01 1000 "Summary."

C. Prime Contracts are separate individual agreements with the Owner for significant specific construction activities, performed concurrently with and closely coordinated with one another and administered by the Owner's Engineer. Prime Contracts for this Project:
   1. Contract No. 25-S43-01 General Construction (GC)
   2. Contract No. 25-S43-02 HVAC Construction (HC) – LEAD CONTRACTOR
   3. Contract No. 25-S43-03 Plumbing and Fire Protection Construction (PC)
   4. Contract No. 25-S43-04 Electrical Construction (EC)

1.3 LEAD CONTRACTOR

A. Definition: The Prime Contractor selected by the Owner to perform duties described generally as multiple-prime coordination.
   1. **The HVAC Contractor is designated as Lead Contractor for this project**.

B. The HC (Lead Contractor) shall be responsible for installing Owner provided equipment purchased under separate contract. The HC shall coordinate the delivery, storage and handling of the Owner provided equipment during the construction phase of the project.

C. Lead Contractor shall be responsible for overall coordination of the Work, including among operations of the Work performed by each of the separate Prime Contractors.

1. Lead Contractor shall assign full-time personnel experienced in administration and supervision of multiple-prime contract building construction on projects eligible for reimbursement under the Pennsylvania Department of Education's PlanCon process.

2. Coordination activities of Lead Contractor include, as applicable, the following:
   a. Provide quality-assurance and quality-control services specified in Section 01 4000 "Quality Requirements".
   b. Coordinate sequencing and scheduling of the Work. Observe requirements of Section 01 3200 "Construction Progress Documentation" Include the following:
      1) Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
      2) Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
      3) Coordinate cutting and patching by the various Prime Contractors.
      4) Coordinate compliance with requirements of penetration fireproofing by the various Prime Contractors.
      5) Coordinate Schedule with Owner to accommodate Owner's pre-occupancy activities to be performed under other contracts or with Owner's own forces.
   c. Coordinate shared access to work spaces.
   d. Coordinate product selections for compatibility.
   e. Provide overall coordination of temporary facilities and controls.
   f. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
   g. Coordinate Pre-Installation meetings that affect the work of more than one Prime Contractor.
   h. Schedule and coordinate in-wall and above-ceiling utility rough-in inspections and Prime Contractor sign-offs prior to wall/ceiling closures.
   i. Provide those Field Engineering Services not provided by Owner, in compliance with Section 01 7300 "Execution"
   j. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one Prime Contractor or their sub-contractors has worked.
   k. Coordinate protection of the Work.
   l. Coordinate completion of interrelated punch list items.
   m. Project Record Documents: Coordinate preparation of Project Record Documents if information from more than one Contractor is to be integrated with information from other Contractors to form one combined record.
   n. Coordinate preparation of operation and maintenance manuals if information from more than one Contractor is to be integrated to form one combined record.
   o. Coordinate overall safety and security procedures for project.

1.4 ALL PRIME CONTRACTS

A. **Work during the school year within occupied areas of the building needs to be done second shift or off hours. All work areas must be cleaned, organized and made safe prior to the start of school the following day**.

B. Extent of Contract: Unless the Contract Documents contain a more specific description of the Work of each Contract, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.

1. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected Contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.

2. Perform Work specifically depicted and described by, or reasonably inferable from, the Contract Documents as work necessary to produce the intended results of the respective Construction Contract. Commonly recognized

names and terminology on Drawings and in Specifications may reasonably be used to infer which contract includes a specific element of the Project.

3. Requirements and Specifications of the Project Manual applicable to all Contracts:
    a. Contract Documents of Division 00 – Introductory Information, Bidding Requirements and Contracting Requirements,
    b. Sections of Division 01 – General Requirements

C. Each Prime Contractor shall be responsible for the following as it relates to its own scope of Work, including work of its Subcontractors.

1. General coordination and cooperation with all other Prime Contractors so as not to delay timely progress of the Project.
2. Compliance with ANSI A117.1: Required of each Contract as relates its scope of Work.
3. All equipment, tools and material needed by the Contractor to perform and complete its Work.
4. All safety equipment, tools and material required in performance of its work in compliance with OSHA and local requirements.
5. Local licenses, permits, inspections, approvals, tests and fees.
6. Submission of compliant prevailing wage documents, including for its subcontracts.
7. Costs for document reproduction.
8. Hoisting and rigging equipment; shoring, scaffolding, special equipment, etc.
9. Coordination of special utility needs (water, power, elevators, etc.).
10. Selective Demolition (where required): Provided by each Contract for its own Work, and as delineated throughout the Contract Documents, properly coordinated with the Work of other Contracts, through the Lead Contractor.
11. Trenching/excavation, bedding and backfill material, and proper removal and disposal/placement of spoils.
12. Dewatering
13. Hangers, supports, identification and painting required for all systems in its scope of work.
14. Providing and maintaining all dust and sound partitions.
15. Providing and maintaining temporary barricades, coverings, signage and protection related to openings and penetrations in floors, walls, or roof per current OSHA standards and local code requirements.
16. All necessary traffic control measures.
17. Through-penetration fire stopping, fire sealing, tagging and/or labeling for rated walls and floors.
18. Field-applied caulk and joint sealant, and acoustic sealants: Provided by each Contract for its own Work, coordinated with the Work of other Contracts. Sealing of joints between installed work of different Prime Contracts shall be the responsibility of the installer of the work last in sequence, unless otherwise indicated.
19. Floor, wall, and roof penetrations, Cutting and Patching: Provided by each Contract for its own Work, coordinated with the Work of other Contracts.
    a. Patching shall match adjacent installed finishes.
    b. All locations of installed roof where a penetration is part of cutting and patching operations shall be immediately made weathertight by the Prime Contractor causing the breach, with permanent cap or patching materials and methods acceptable to the manufacturer.
20. Daily cleanup and debris removal
21. As-built drawings for all systems related to its scope of work.
22. Project closeout requirements by each contract for its own Work.

D. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

1. All Contractors shall be responsible for verification of existing conditions.

2. Each Contract includes complete cooperation, coordination and communication with other Prime Contractors whose work interfaces with its Work, and whose sequencing is affected by its Work, in support of the most current Combined Construction Schedule.

3. Each Contract includes permits and inspections and other regulatory requirements specified or required by authorities having jurisdiction, including timely notifications, applications and payment of fees.

4. Submit preliminary and progress project schedules, matching and coordinated with Lead Contractor's Project master schedule, showing construction operations sequenced and coordinated with overall construction.

E. Coordination:

1. Participate in and cooperate with coordination activities of Lead Contractor, other Prime Contractors, as specified in Section 01 3100 and 01 3200. Perform Work in support of the most recent updated and approved Project Schedule, Submittals Schedule and Coordination Drawings to maintain the required sequence and overall progress of the project.
    a. Prepare, circulate and amend Coordination Drawings.
    b. Provide information requested by Lead Contractor in preparation of Combined Construction Schedule, including time commitments for critical activities.
    c. Provide information requested in preparation of Combined Submittals Schedule.
    d. Prepare and schedule necessary personnel for scheduled project update, coordination and preinstallation meetings, and other project meetings.

2. Coordinate Work with that of other Prime Contractors and work by the Owner, including access and performance of personnel and equipment, staging and storing of tools and materials, sequencing of operations, use and maintenance of temporary facilities including shoring and scaffolding.
    a. Modifications to the Work made necessary by a Contractor's failure to properly coordinate the Work, shall be made by that Contractor, at no additional cost to the Owner.

3. Participate in and cooperate with quality assurance, testing and inspection activities of Lead Contractor, Owner, Owner's Commissioning Authority, and Owner's Special Inspecting Agencies.

4. Participate in and cooperate with closeout activities and procedures of Lead Contractor and Owner's Engineer.

5. Participate in and cooperate with requirements and procedures for site safety and security measures, daily and periodic cleaning, personnel behavior, worker and delivery access, daily materials delivery, and Owner's continued occupancy and use of sites adjacent to Project areas.

F. Logistics:

1. Requirements for use of building and site for specific activities will be clarified at the initial Pre-Construction Conference, and are intended to allow for Owner's continued use of the site and facilities during the Contract Time, and to allow the Work to proceed uninterrupted during the Contract Time.

2. It is the responsibility of each Prime Bidder to anticipate logistics requirements prior to bid to fully understand the proposed sequencing, restrictions and durations. There will be no extensions of time on the project.

3. Deviations from specific logistics requirements will be acceptable, with prior written approval from Owner and Owner's Engineer and properly coordinated with all Prime Contracts, only if there is no adverse impact on Owner's intended continued use of the campus and no additional cost to the Owner from any Prime Contractor.

4. Each Prime Contractor shall be responsible to protect, maintain, extend, repair, restore, or otherwise keep functional all building systems in occupied spaces that may be interrupted or disturbed by construction activities or by phasing relocations and/or restrictions.

G. Recovery Schedule: The Combined Construction Schedule shall indicate work activity duration and sequence, including critical benchmarks. It shall be the responsibility of each Prime Contract to fully participate in preparing and updating the Construction Schedule to fully understand the sequencing and durations.

1. There will be no extensions of time on the project. If it becomes apparent that a Prime Contractor will not meet any one of the agreed-upon critical benchmarks, that Contractor shall institute a Recovery Plan as outlined in Section 01 3200. Some or all of the following shall by employed at no additional cost to the Owner:
    a. Increase manpower.
    b. Increase man-hours per shift, shifts per workday, days per work week, or any combination thereof. Additional cost for Owner's Engineer or Owner for overtime or shift work is the responsibility of the Contractor.
    c. Increase construction equipment or expedite material deliveries.
    d. Revise the scheduled sequencing of tasks to put project back on schedule.

2. If the contractor fails to institute a recovery plan within 24 hrs. from written notice, which will return the project to the original schedule, appropriate action may be taken involving contractual commitments and performance bonds.

3. The costs for any recovery plan shall be anticipated by the Contractor and included in the Contractor's Base Bid plus approved Alternate Bid amounts.

H. Substitutions and Options: Each Contractor shall cooperate with other Prime Contractors involved to coordinate approved substitutions and Contractor's options with remainder of the Work.

1. Lead Contractor shall coordinate substitutions.

2. Any Contractor providing materials that meet the standard established by a Basis-of-Design specification but is not actually the Basis-of-Design material itself, shall be responsible for coordinating such material's installation requirements with all other affected Prime Contractors.

3. Use by any Prime Contractor of products, systems or assemblies other that those identified as Basis-of-Design, shall not result in additional cost to the Owner or any other Prime Contract. Except as otherwise indicated, Prime Contractor employing such substitution shall be subject to a reduction in Contract Sum to compensate for charges so incurred by Owner or other Prime Contract.

I. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in 22 0500 "Common Work Results for Plumbing," 23 0500 "Common Work Results for HVAC," 26 0500 "Common Work Results for Electrical, "and in 01 5000 "Temporary Facilities and Controls," each Contractor is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility.

2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.

3. Furniture, utilities, telephone service, fax service and data for their portion of the project field office.

4. Its own storage and fabrication sheds.

5. Temporary enclosures for its own construction activities.

6. General hoisting facilities for its own construction activities.

7. Shoring as required for its own work.

8. Scaffolding as required for its own work, except as specifically indicated.

9. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.

10. Progress cleaning of its own areas on a daily basis.

11. Secure lockup of its own tools, materials, and equipment.

12. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

1.5 GENERAL CONSTRUCTION CONTRACT NO. 25-S43-01-01

A. The abbreviation GC, as used in reference to contract work scope on the Drawings or elsewhere in the Contract Documents, refers to the Contract or the Prime Contractor for General Construction.

B. Summary of GC Work:

1. Work not specifically defined or reasonably inferred to be in the scope of another Prime Contract.

2. All work as described in the following Specification Divisions:

a.	Division 00 – Introductory Information	All Sections
b.	Division 00 – Bidding Requirement	All Sections
c.	Division 00 – Contracting Requirements	All Sections
d.	Division 01 – General Requirements	All Sections
e.	Division 02 – Existing Conditions	All Sections
f.	Division 07 – Thermal and Moisture Protection	All Sections
g.	Division 08 – Openings	All Sections
	Division 09 – Finishes	All Sections

3. All work as identified on the following Drawings:

a.	General	All Drawings
b.	Architectural	All Drawings
c.	Coordination with all other Drawings	

C. Refer to all other Specifications Sections, and other Articles in this Section, for coordination requirements of the Work of this Contract with Work of other Prime Contracts.
1. Coordinate phasing and scheduling requirements with Owner's Engineer and other Prime Contracts.
2. Coordinate Access Door and Frame sizes and locations with other affected Prime Contracts.
3. Coordinate ceiling work with other affected Prime Contracts.

D. GC shall be responsible for coordinating the extent and scope of ceiling removal with the other prime contractors prior to starting demolition activities. See Architectural drawings for additional information.

E. GC shall be responsible for protecting adjacent existing construction when completing work scope assigned to the GC. Damage to existing surfaces outside the area of work shall be repaired by the GC to match existing conditions.

1.6 HVAC CONSTRUCTION CONTRACT NO. 25-S243-01-02

A. The abbreviation HC, as used in reference to contract work scope on the Drawings or elsewhere in the Contract Documents, refers to the Contract or the Prime Contractor for HVAC Construction.

B. Scope of HC shall be as defined in Division 23 and as summarized below:
1. All HVAC Construction work indicated on the Contract Documents plus other construction operations traditionally recognized as HVAC Construction.

2. Work not specifically defined or reasonable inferred to be in the scope of another Prime Contract.

3. All work as described in the following Specification Divisions:

a.	Division 00 – Introductory Information	All Sections
b.	Division 00 – Bidding Requirement	All Sections
c.	Division 00 – Contracting Requirements	All Sections
d.	Division 01 – General Requirements	All Sections

e. Division 02 – Existing Conditions All Sections
f. Division 23 – HVAC All Sections

4. All work as identified on the following Drawings:
   a. General All Drawings
   b. HVAC All Drawings
   c. Coordination with all other Drawings.

C. Coordinate roof curb, equipment support, and penetrations with other affected Prime Contracts.

D. Refer to all other Specifications Sections, and other Articles in this Section, for coordination requirements of the Work of this Contract with Work of other Prime Contracts.
   1. C Coordinate with Owner's Engineer and Owner to maintain phasing and scheduling.
   2. Initiate and coordinate preparation of interdisciplinary coordination drawings with other Prime Contractors.
   3. Coordinate sizes and locations of equipment pads with other Prime Contractors
   4. Coordinate sizes and locations of building enclosure (roof and wall) penetrations with the GC
   5. Coordinate sizes and locations of access doors and frames with the GC

E. The HC shall be responsible for installing Owner provided equipment purchased under separate contract. The HC shall coordinate the delivery, storage and handling of the Owner provided equipment during the construction phase of the project. HC shall be responsible for unloading the Owner provided equipment from the delivery trucks.

F. HC shall be responsible for coordinating the extent and scope of ceiling removal with the GC and other prime contractors prior to starting demolition activities.

G. HC shall be responsible for protecting adjacent existing construction when completing work scope assigned to the HC. Damage to existing surfaces, materials, equipment outside the area of work shall be repaired by the HC to match existing conditions.

H. HC shall be responsible for protecting the adjacent existing roof when completing work. Roofing work, repair and patching shall be completed by an approved roofing contractor to maintain the existing Owner's roofing warranty.

1.7 PLUMBING CONSTRUCTION CONTRACT NO. 25-S43-01-03

A. The abbreviation PC, as used in reference to contract work scope on the Drawings or elsewhere in the Contract Documents, refers to the Contract or the Prime Contractor for Plumbing Construction.

B. Scope of PC shall be as defined as summarized below:
   1. All Plumbing Construction work indicated on the Contract Documents plus other construction operations traditionally recognized as Plumbing Construction.
   2. Work not specifically defined or reasonable inferred to be in the scope of another Prime Contract.
   3. All work as described in the following Specification Divisions:
      a. Division 00 – Introductory Information All Sections
      b. Division 00 – Bidding Requirement All Sections
      c. Division 00 – Contracting Requirements All Sections
      d. Division 01 – General Requirements All Sections
      e. Division 02 – Existing Conditions All Sections
      f. Division 22 – Plumbing All Sections
   4. All work as identified on the following Drawings:
      a. General All Drawings
      b. Plumbing All Drawings
      c. Coordination with all other Drawings

C. Refer to all other Specifications Sections, and other Articles in this Section, for coordination requirements of the Work of this Contract with Work of other Prime Contracts.

1. Coordinate with Lead Contractor, Owner and Owner's Engineer for phasing and scheduling.
2. Participate in preparation of interdisciplinary coordination drawings with other Prime Contractors.
3. Coordinate sizes and locations of equipment pads with other Prime Contractors
4. Provide control wiring for plumbing equipment. EC shall provide power to a junction box.
5. Coordinate sizes and locations of building enclosure (roof and wall) penetrations with the HC

D. The PC shall be responsible for providing plumbing work associated with Owner provided equipment purchased under separate contract. The PC shall coordinate with the HC and other prime contracts as necessary regarding the Owner provided equipment.

E. PC shall be responsible for coordinating the extent and scope of ceiling removal with the GC and other prime contractors prior to starting demolition activities.

F. PC shall be responsible for protecting adjacent existing construction when completing work scope assigned to the PC. Damage to existing surfaces, materials, equipment outside the area of work shall be repaired by the PC to match existing conditions.

G. PC shall be responsible for protecting the adjacent existing roof when completing work. Roofing work, repair and patching shall be completed by an approved roofing contractor to maintain the existing Owner's roofing warranty.

1.8 ELECTRICAL CONSTRUCTION CONTRACT NO. 21-S27-01-04

A. The abbreviation EC, as used in reference to contract work scope on the Drawings or elsewhere in the Contract Documents, refers to the Contract or the Prime Contractor for Electrical Construction.

B. Scope of EC shall be as defined in Divisions26 and as summarized below:

1. All Electrical Construction work indicated on the Contract Documents plus other construction operations traditionally recognized as Electrical Construction.

2. Work not specifically defined or reasonable inferred to be in the scope of another Prime Contract.

3. All work as described in the following Specification Divisions:

a.	Division 00 – Introductory Information	All Sections
b.	Division 00 – Bidding Requirement	All Sections
c.	Division 00 – Contracting Requirements	All Sections
d.	Division 01 – General Requirements	All Sections
e.	Division 02 – Existing Conditions	All Sections
f.	Division 26 – Electrical	All Sections

4. All work as identified on the following Drawings:

a.	General	All Drawings
b.	Electrical	All Drawings
c.	Coordination with all other Drawings	

C. Refer to all other Specifications Sections, and other Articles in this Section, for coordination requirements of the Work of this Contract with Work of other Prime Contracts.

1. Coordinate with Lead Contractor, Owner and Owner's Engineer to maintain phasing and scheduling.

D. Temporary facilities and controls in the Electrical Contract, as specified as follows:

1. Electric power service and distribution.

2. Electrical connections to existing systems and temporary facilities and controls furnished under other contracts.

E. Refer to all other Specifications Sections, and other Articles in this Section, for coordination requirements of the Work of this Contract with Work of other Prime Contracts.
   1. Coordinate with Lead Contractor, Owner and Owner's Engineer to maintain phasing and scheduling.
   2. Participate in preparation of interdisciplinary coordination drawings with other Prime Contractors.
   3. Provide disconnect switches, branch circuit wiring and conduit, and final power connections at HVAC equipment. Coordinate with HC.
   4. Coordinate sizes and locations of equipment pads with other Prime Contractors.
   5. Coordinate sizes and locations of building enclosure (roof and wall) penetrations with the GC.
   6. Coordinate sizes and locations of access doors and frames with the GC.
   7. Furnish duct detectors and associated wiring for installation by HC.
   8. Extend fire alarm cabling to duct detectors relcated by HC.

F. The EC shall coordinate with the HC and other prime contracts as necessary regarding the Owner provided equipment.

G. EC shall be responsible for coordinating the extent and scope of ceiling removal with the GC and other prime contractors prior to starting demolition activities.

H. EC shall be responsible for protecting adjacent existing construction when completing work scope assigned to the EC. Damage to existing surfaces, materials, equipment outside the area of work shall be repaired by the EC to match existing conditions.

I. EC shall be responsible for protecting the adjacent existing roof when completing work. Roofing work, repair and patching shall be completed by an approved roofing contractor to maintain the existing Owner's roofing warranty

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1200

SECTION 01 2200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, and incorporated into the Agreement, as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections and scheduled below.

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: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES (General Construction)

A. Unit Price No. UG-1: Gypsum Board Ceiling Replacement

1. Description: Repair of damaged gypsum board ceiling/bulkhead to match existing adjacent ceiling/bulkhead.
2. Unit of Measurement: 1 square foot.
3. Quantity to be included in Base Bid: **As designated on the Architectural Drawings.**

B. Unit Price No. UG-2: APC Ceiling Tile

1. Description: One Acoustical Panel Ceiling Tile to match existing tile.
2. Unit of Measurement: (1) 2' x 4' tile
3. Quantity to be included in Base Bid: **As designated on the Architectural Drawings.**

3.2 SCHEDULE OF UNIT PRICES (HVAC Construction)

A. No Unit Prices

3.3 SCHEDULE OF UNIT PRICES (Plumbing Construction)

A. Unit Price No. PC-1: Repair of Copper Water LInes
   1. Description: Repair leaking and/or or highly corroded domestic water copper pipe. Assume each repair will consist of 4 pipe connections from existing to new, 4 elbows, and (10) lineal feet of copper pipe and associated hot water insulation.
   2. Unit of Measurement: 1 repair in the following sizes.
      a. 4" Copper Pipe Repair
      b. 3" Copper Pipe Repair
      c. 2-1/2" Copper Pipe Repair
      d. 2" Copper Pipe Repair
      e. 1-1/2" Copper Pipe Repair
      f. 1-1/4" Copper Pipe Repair
      g. 1" Copper Pipe Repair
      h. 3/4" Copper Pipe Repair
   3. Quantity to be included in Base Bid:
      a. (5) 4" Copper Pipe Repairs
      b. (10) 3" Copper Pipe Repairs
      c. (10) 2-1/2" Copper Pipe Repairs
      d. (15) 2" Copper Pipe Repairs
      e. (15) 1-1/2" Copper Pipe Repairs
      f. (20) 1-1/4" Copper Pipe Repairs
      g. (25) 1" Copper Pipe Repairs
      h. (30) 3/4" Copper Pipe Repairs

B. Unit Price No. PC-2: Sprinkler Head Replacement
   1. Description: Replace existing sprinkler head with new from branch tee using swing arm.
   2. Unit of Measurement: 1 sprinkler head replacement
   3. Quantity to be included in Base Bid: 50 sprinkler head replacements (beyond what is indicated on drawings).

3.4 SCHEDULE OF UNIT PRICES (Electrical Construction)

A. Unit Price No. EC-1: Duct Detector

   1. Description: Furnish and install, in coordination with HC as described elsewhere in bid documents, one duct detector and all associated tubes, monitoring devices, remote test switch, cabling, conduit and connection to existing fire alarm system.
   2. Unit of Measurement: (1) duct detector and all associated tubes, monitoring devices, remote test switch, cabling, conduit and connection to existing fire alarm system
   3. Quantity to be included in Base Bid: As indicated on the Electrical Drawings.

B. Unit Price No. EC-2: Carbon Monoxide Detector

   1. Description: Furnish and install one ceiling mounted carbon monoxide detector and all associated cabling, conduit and connection to existing fire alarm system
   2. Unit of Measurement: (1) ceiling mounted carbon monoxide detector and all associated cabling, conduit and connection to existing fire alarm systemduct detector and all associated tubes, monitoring devices, remote test switch, cabling, conduit and connection to existing fire alarm system
   3. Quantity to be included in Base Bid: As indicated on the Electrical Drawings.

C. Unit Price No. EC-3: 30Amp Equipment Feed

   1. Description: Furnish and install one 30A NEMA 3R disconnect switch fused at 30A, 100’ branch circuit wiring (3-#10 and 1-#10 ground in 3/4” conduit).
   2. Unit of Measurement: (1) 30A NEMA 3R disconnect switch fused at 30A, 100’ branch circuit wiring (3-#10 and 1-#10 ground in 3/4” conduit).
   3. Quantity to be included in Base Bid: As indicated on the Electrical Drawings.

D. Unit Price No. EC-4: 60Amp Equipment Feed

1. Description: Furnish and install one 60A NEMA 3R disconnect switch fused at 60A, 100' branch circuit wiring (3-#4 and 1-#10 ground in 1-1/4" conduit).
2. Unit of Measurement: (1) 60A NEMA 3R disconnect switch fused at 60A, 100' branch circuit wiring (3-#4 and 1-#10 ground in 1-1/4" conduit).
3. Quantity to be included in Base Bid: As indicated on the Electrical Drawings.

E. Unit Price No. EC-5: 100Amp Equipment Feed

1. Description: Furnish and install one 100A NEMA 3R disconnect switch fused at 100A, 100' branch circuit wiring (3-#1 and 1-#8 ground in 1-1/2" conduit).

2. Unit of Measurement: (1) 100A NEMA 3R disconnect switch fused at 100A, 100' branch circuit wiring (3-#1 and 1-#8 ground in 1-1/2" conduit).).
3. Quantity to be included in Base Bid: As indicated on the Electrical Drawings.

F. Unit Price No. EC-6: 150Amp Equipment Feed

1. Description: Furnish and install one 150A NEMA 3R disconnect switch fused at 150A, 100' branch circuit wiring (3-#1/0 and 1-#6 ground in 2" conduit).
2. Unit of Measurement: (1) 150A NEMA 3R disconnect switch fused at 150A, 100' branch circuit wiring (3-#1/0 and 1-#6 ground in 2" conduit).
3. Quantity to be included in Base Bid: As indicated on the Electrical Drawings.

END OF SECTION 01 2200

SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions after award of Contract.

1. Bid-phase substitution requirements are given in Division 00 Document “Instructions to Bidders”.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

a. Substitutions for Convenience will not be considered under this Contract without a corresponding reduction in Contract Sum or Contract Time.

1.3 ACTION SUBMITTALS

A. Substitution Requests:

1. Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
2. Substitution Request Form: Use form provided by or otherwise acceptable to Architect.
3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, or relative advantages of proposed substitution with regard to quality, performance, cost or project scheduling.
b. Coordination of information, including a list of changes or revisions 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 substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

1) Evaluation criteria may also include reference standards, warranty, operation, finishes, manufacturer’s or supplier’s history and capability, history and competence of product representatives, installer availability, history and competence.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions 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 date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if requested, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. 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.

4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

B. Contractor may submit a request for substitution (other than for cause) only as part of a Change Order request to reduce the Contract Sum, or Contract Time, or both.

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. Requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution offers Owner a substantial net advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume in accepting the substitution. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents, in the judgment of the Architect or its consultants.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Substitution request is fully documented and properly submitted.
   e. Requested substitution will not adversely affect Contractor’s construction schedule.
   f. Requested substitution has received necessary approvals of authorities having jurisdiction.
   g. Requested substitution is compatible with other portions of the Work.
   h. Requested substitution has been coordinated with other portions of the Work.
   i. Requested substitution provides specified warranty.
   j. Requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500

SECTION 01 2600– MODIFICATION AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements necessary to prepare and process Contract Modifications and Applications for Payment.

B. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Contractor's Schedule of Values shall be submitted on the AIA G703 form.
2. Correlate line items in the Schedule of Values with Application for Payment forms and construction schedule.
3. Correlate line items in Schedule of Values with Construction Phases and Areas of the Project. Submit the Schedule of Values broken down into the Phases and Areas scheduled for the Project.
4. The Schedule of Values shall separate the line item values for Labor and Materials.
5. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days after the Notice to Proceed.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. For each Construction Phase and Building Area 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 of Architect
   c. Architect's Project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Change Orders (numbers) that affect value.
   d. Dollar value.

      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Breakdown shall show separate line items for Labor and Materials. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing, a copy of the invoice for said materials, the location of materials, and a photograph of the material showing the material to be clearly labeled for this Project.

6. Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.
7. Schedule of Values shall include amounts for the following activities, which shall be subject to approval by Architect:

    a. CPM Schedule
    b. CPM Schedule Sign-off
    c. Completion of Punch Lists

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within 10 days after receipt of Proposal Request, submit a quotation for cost adjustment to the Contract Sum necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1. Change Order contains a description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

1.5 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 Period: The period for each progress payment is approximately thirty days in length. The period shall start on the same day each month and end on the same day of the following month with the period ranging from 28 days through 31 days.

C. Payment Application Forms: Use AIA Document G702 as form for Applications for Payment and Schedule of Values.

D. Application Preparation: Complete every entry on form. By the 20th day of the month submit a pencil copy via email to the Architect for approval. Upon receipt of approved pencil copy, prepare ink copy notarized and executed by a person authorized to sign legal documents on behalf of Contractor. Email this signed and notarized copy to the Architect. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit an electronic copy of the signed and notarized original of each Application for Payment to the Architect by the 25th day of the month.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. List of Contractor's principal consultants.
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Initial progress report.
8. Report of preconstruction conference.
9. Action submittal schedule.

    a. Schedule of Shop Drawing Submittals.
    b. Schedule of Data Submittals.
    c. Schedule of Sample Submittals.

G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707 “Consent of Surety to Final Payment.”

7. Evidence that claims have been settled.
8. Operation and Maintenance Manuals.
9. Warranties.
10. Schedule for demonstration and training.
11. Record set drawings and electronic copy.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Coordination Drawings.
3. Administrative and supervisory personnel.
4. Project meetings.
5. Requests for Interpretation (RFIs)

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor. Certain areas of overall coordination responsibility are assigned to the Lead Contractor.

C. Related Sections: Other Division 01 sections govern requirements for separate Prime Contracts, preparing and submitting Contractors' Construction Schedule, procedures for coordinating general installation and field-engineering services, establishment of benchmarks and control points, and coordinating closeout of the Contract.

1.2 DEFINITIONS

A. RFI: Written request from Contractor, seeking interpretation or clarification from Architect of the Contract Documents. Specifically, an RFI is solely intended to allow the following:

1. For the Contractor to inquire about an apparent inconsistency, discrepancy or item of Work not sufficiently described in the Contract Documents, and to seek an interpretation;
2. For the Architect to respond with a written interpretation or supplemental instruction, consistent with the intent of, and reasonably inferable from the Contract Documents, that does not require a change to the contract sum or time.

1.3 GENERAL COORDINATION REQUIREMENTS

A. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect of any apparent error, inconsistency, omission or discrepancy discovered.

B. Requests for Interpretation (RFI): Allot time in construction scheduling for liaison with Architect; establish procedures for handling queries and clarifications. Use only approved RFI form for requesting information. If Architect is able to respond to RFI by making specific reference to Drawing sheet or Specification Section, Contractor shall reimburse Owner for charges of Architect and Architect's Consultants for performing review services for Contractor.

1. If Contractor disagrees with Architect's response to Contractor's RFI, Contractor shall notify Architect within three days of receipt of response. Lack of such notification shall be understood to mean that Contractor agrees with response.

C. Coordination Meetings: In addition to scheduled meetings, Owner's Representative shall hold weekly coordination meetings and conferences with all Prime Contractors and required subcontractors to ensure coordination of Work. Owner's Representative shall prepare and distribute meeting minutes for these meetings.

D. Coordinate scheduling, submittals, and Work results described in various Specification sections to avoid conflicts and ensure efficient and orderly sequence of installation of interdependent construction elements.

1. Coordinate Work of various Specification sections having interdependent responsibilities for installation, connection, and operation.
2. Verify that characteristics of operating equipment are compatible with building utilities and services.
3. Prepare coordination drawings in a timely manner and distribute as required.
4. Conduct pre-installation conferences as directed and at Contractor's discretion.

E. Except as otherwise indicated, conceal pipes, ducts, conduit and wiring within construction. Coordinate locations of fixtures, devices and outlets with finish elements.

F. Make provision to accommodate items scheduled for later installation.

G. Closeout:

1. Coordinate completion and clean up of Work in preparation for Substantial Completion and for portions of Work designated for partial occupancy.
2. To minimize disruption of Owner's activities after occupancy of premises, coordinate access to site by various trades for correction of defective Work and for correction of Work not in accordance with Contract Documents.

1.4 MULTI-PRIME COORDINATION

A. Each Prime Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Prime Contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of components, including mechanical and electrical.

1.5 ADMINISTRATIVE PROCEDURES

A. Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Providing information for the Combined Contractors' Construction Schedule to the Lead Contractor.
2. Preparation of the Schedule of Values.
3. Preparation of the Schedule of Submittals, properly linked with the Combined Contractors' Construction Schedule.
4. Timely and accurate preparation and distribution of Coordination Drawings.
5. Installation, maintenance and removal of temporary facilities and controls.
6. Delivery and processing of submittals.
7. Progress and coordination meetings.
8. Preinstallation conferences.
9. Updating, coordination and submittal of record documents.
10. Startup and adjustment of systems.
11. Project closeout activities.

1.6 SUBMITTALS

A. Coordination Drawings:

1. Prepare multiservice Coordination Drawings by project phase and building area, as applicable. Drawings shall present an overall view of facility services installed in limited spaces; shall indicate installation sequences where applicable; and shall highlight the impact of each service on the others.

    a. Prepare Coordination Drawings where installation will not be completely shown on Shop Drawings.
    b. Prepare Coordination Drawings if limited space availability necessitates optimal utilization of space for efficient installation of different components
    c. Prepare Coordination Drawings if coordination is required to facilitate installation of products and materials fabricated or furnished by separate entities.

2. Prepare and distribute drawings in electronic data (CADD) format as specified below. Submit drawings for record to Architect in both electronic format and as full-color paper copies.

    a. Sheet Size: At least 11x17 inches but no larger than 30 by 42 inches.
    b. Number of Copies:

        1) Submit one copy of each progress set of coordination drawings to the Architect.
        2) Once the coordination drawings have been completed and approved by all Prime Contractors, the Heating Contractors shall provide three sets to the Architect and one set to each of the other Prime Contractors.

3. Coordination drawings are Informational Submittals. Submit coordination drawings for information only to document proper coordination of various portions of Work and that coordination issues have been identified and resolved prior to commencing construction in each affected area

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.

1. Identify individuals and their duties and responsibilities.
2. Provide name and telephone number of individual assigned as standby in the absence of superintendent assigned to Project.
3. Post in Project meeting room, in temporary field office.

C. Schedules:

1. Project Construction Schedule
2. Schedule of Values
3. Submittals schedules
4. Meeting schedules

D. Logs and records

1. Meeting minutes
2. Submittal logs
3. RFI logs.

1.7 COORDINATION OF PROJECT SPACE

A. General: Coordinate use of Project space and sequence of installation of plumbing, fire suppression, mechanical and electrical Work. Follow schematic routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with building lines.

B. Utilize space efficiency to maximize accessibility for other installations, for maintenance, and for repairs.

C. Coordinate installation to prevent conflicts and cooperate in making, without extra charge, reasonable modifications in layout as needed.

D. Provide un-impeded access, with maximum head room, to control points, valves, strainers, control devices, and specialty items of every nature related to such systems and equipment. Provide adequate clearances as necessary for operation and maintenance.

E. Layout of plumbing, fire protection, mechanical, and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories indicated on Drawings is diagrammatic. Variations in alignment, elevation, and details required to avoid interferences and satisfy architectural and structural limitations are not necessarily indicated.

1. Prior to installation of material and equipment, review and coordinate Work of all Drawings to establish minimum space conditions.
2. Prepare Coordination drawings where required to coordinate Work.
3. Conduct ad hoc pre-installation conferences where required to coordinate Work.
4. Where available space is inadequate or where reasonable modifications are not possible, request information from Architect before proceeding.

F. General order of priority for project space:

1. Drainlines.
2. Ductwork.
3. Fire suppression piping.
4. Other piping.
5. Conduit.

1.8 COORDINATION DRAWINGS

A. Prior to fabricating or installing work, prepare composite Coordination Drawings cooperatively with the various affected Prime Contractors to optimize efficient installation of different systems and components. Include dimensions. Prepare drawings at appropriate scale; detail major elements, components, and systems of architectural, structural, mechanical, and electrical, showing equipment, assemblies, and materials in relationship with building components and with each other. Include discussion of accepted Coordination Drawings at related pre-installation conferences.

1. Each participating Prime Contract shall include a line item cost in its Schedule of Values for submittal of completed Coordination Drawings.
2. If Coordination Drawings are not prepared in the time specified, Owner reserves the right, at Contractors' expense, to engage a separate independent professional consulting service specializing in preparation of interdisciplinary construction coordination drawings, to fulfill this requirement. Charges for such consulting service will be equitably assessed to each responsible Contractor, and will be deducted from the Contractors' Request for Payment.

B. Required documentation:

1. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended.
2. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important to efficient flow of Work.
3. Indicate scheduling, sequencing, movement, and positioning of large equipment into building during construction.
4. Assembly Penetrations: Indicate penetrations in floors, walls, and ceilings and their relationship to assembly construction, other penetrations and installations. Identify where additional bracing and offsets are required.
5. Ceilings: Prepare reflected ceiling plans and other drawings as required to coordinate and integrate installations, air outlets and inlets, light fixtures, communications systems components, sprinklers, other ceiling-mounted devices, components located above suspended ceilings, and suspended ceiling support components.
6. Show interrelationship of components indicated on separate Shop Drawings.

7. Indicate required installation sequences to minimize cutting and patching.
8. Make coordination documents available in field office for review by Architect and other Prime Contractors during entire period of construction.

C. Fixed obstructions: Indicate locations where plenum, bulkhead or chase space is limited by the presence of permanent building elements, such as the following:

1. Steel framing members (primary or secondary)
2. Overhead coiling doors and grilles.
3. Overhead tracks for accordion doors, horizontal grilles, movable partitions, and similar construction.
4. Gymnasium dividers.
5. Other permanent structural or non-structural building features.

D. General Content: Project-specific information, drawn accurately to scale. Except as specifically allowed in writing, do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

1. Prepare plans, sections, elevations, and details as needed to describe relationship of various systems and components.
2. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
3. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
4. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.

    a. Show location and size of access doors required for access to concealed dampers, valves, and other controls.

5. Indicate required installation sequences.
6. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts.

    a. Minor dimension changes and difficult installations will not be considered changes to the Contract.

E. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate sub framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components, including means of suspension.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire suppression, security/ data/ control/ communication systems, and electrical equipment.
4. Structural and Fire-resistant Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

F. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect determines that the coordination

drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.

G. Coordination Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:

1. File Preparation Format, except as specifically approved in writing: Autodesk DWG Version, compatible with current release, operating in Microsoft Windows.
2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format and Portable Data File (PDF) format.
3. Subject to terms of Document 00 6290, Architect will furnish Contractor one set of digital data files of the Drawings for use in preparing coordination digital data files.

    a. Architect may make no representations as to the accuracy or completeness of digital data files as they relate to the Drawings.

H. Sequence of Preparation: This sequence represents a minimum performance requirement. Subject to Architect's approval.

1. Within 30 days of Notice to Proceed, the HVAC Contractor shall prepare and submit to the Plumbing Prime Contractor, drawings of 1/4-inch scale that indicate proposed routing of ductwork and piping in this Contract. These Coordination drawings are to include the following:

    a. Ductwork. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire dampers.
    d. Existing ductwork and equipment.
    e. Exterior and fire-rated wall and floor penetrations and enclosures.
    f. Indicate size, elevation, and general location of potential obstructions.
    g. Show equipment, particularly that which is above ceilings; include its minimum required access space.
    h. Show and dimension services required of other Contractors.
    i. Indicate required installation sequences.
    j. Floor plans
    k. Reflected ceiling plans
    l. Plenum space
    m. Enlarged mechanical room plans
    n. Structural and fire-resistant penetrations
    o. Slab edge and embedded items

2. Within 15 days of receipt of HVAC Coordination Drawings, the Plumbing/Fire Protection Contractor shall add the piping systems, plumbing equipment and fire protection system to the Coordination Drawings and include dimensional sizes, locations, and methods of access for the following items:

    a. Roof penetrations.
    b. Exterior and fire-rated wall and floor penetrations.
    c. Recessed equipment in walls, chases or above ceilings.
    d. Domestic water supplies.
    e. Floor drains, condensate drains.
    f. Piping mains and large branch piping over 2-inches IPS.
    g. Existing piping.
    h. Highlight and note any conflict points that might occur.
    i. Fire Protection System: Show the following:

        1) Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

3. The Plumbing/ Fire Protection Contractor shall submit, within 15 days of receipt, the prepared Coordination Drawings to the Electrical Contractor.
4. Within 15 days of receipt, the Electrical Contractor shall add equipment to the Coordination Drawings and include dimensional sizes, locations, and methods of access for the following items:

    a. Electrical conduit greater than 1-1/4-inches in diameter.
    b. Locations where space is limited and sequencing is required.
    c. Electrical feeds.
    d. Electrical power, control wiring, cabling layouts, and overcurrent protective devices.
    e. Proposed locations of major systems and equipment.
    f. Exterior and fire-rated wall and floor penetrations.
    g. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
    h. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    i. Location of pull boxes and junction boxes, dimensioned from column center lines.

5. The Electrical Contractor shall submit, within 15 days of receipt, the prepared Coordination Drawings to the Lead Contractor.
6. Within 15 days of receipt, the Lead Contractor shall review the Coordination Drawings to review to ensure that the work shown by the other Prime Contractors will not interfere with the General Construction work scope. Lead Contractor will then call for a Coordination Meeting. Lead Contractor shall conduct Coordination Meeting to review the Coordination Drawings with all Prime Contractors. At this meeting, all Prime Contractors shall sign off on the completed coordination drawings.
7. Once the Coordination Drawings have been signed by all the Prime Contractors, the Heating Contractor shall distribute one copy of the completed Coordination Drawings to each Prime Contractor, and simultaneously submit to Architect, as informational submittals.

1.9 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General:

1. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
2. Include special personnel required for coordination of operations with other Prime Contractors.

1.10 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form provided by Owner's Representative at the Preconstruction Conference.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name and number.
2. Date.
3. Name of Contractor.
4. Name of Architect.
5. RFI number, numbered sequentially and RFI subject.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.

9. Contractor's suggested resolution(s). If Contractor's solution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

    a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Architect's Action:

1. Architect will review RFI, determine action required, and return it.
2. Allow eight working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
3. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.
    f. Incomplete RFIs or RFIs with numerous errors.

4. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
5. Architect's action on RFIs does not in itself warrant a change to the Contract Time or the Contract Sum.

    a. Architect’s action may result in a change to the Contract Time or Contract Sum only if accompanied by a Construction Change Directive per Section 01 2600 “Modification and Payment Procedures.”
    b. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Owner’s Representative in writing within 7 days of receipt of the RFI response.

D. On receipt of Architect's action immediately distribute the RFI response to affected parties. Review response and notify Architect and Owner’s Representative within seven days if Contractor disagrees with response.

1.11 PROJECT MEETINGS

A. **PRECONSTRUCTION CONFERENCE:** Architect will schedule a preconstruction conference before starting construction, at a time convenient to Owner, but no later than 15 days after execution of the Agreement. Conference shall be held at Project site or another convenient location.

1. Attendees: Architect and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: The following items shall be discussed:

    a. Review of responsibilities and key personnel assignments.
    b. Tentative construction schedule including phasing.
    c. Responsibility for temporary facilities and controls.
    d. Procedures for requests for interpretations (RFIs).
    e. Critical work sequencing and long-lead items. Review combined contractor CPM Schedule.
    f. Procedures for processing field decisions and Change Orders.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of Record Documents.

l. Use of the premises and existing building.
m. Work restrictions
n. Owner's occupancy requirements
o. Parking availability.
p. Work, office, and storage areas.
q. Equipment deliveries and priorities.
r. First aid, Safety and Security.
s. Progress cleaning.
t. Construction waste management and recycling.
u. Working hours.

3. Minutes: Architect will record and distribute meeting minutes.

B. **COORDINATION MEETINGS**: Lead Contractor shall conduct Project Coordination meetings (Superintendent meetings) at weekly intervals, or more frequently as needed for satisfactory coordination of the Work. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees:

a. Prime Contractors' Field Superintendents
b. Subcontractors, suppliers, and other entities concerned with current progress or involved in planning, coordination, or performance of future activities

2. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda:

a. Review and correct or approve minutes of the previous coordination meeting.
b. Review other items of significance that could affect progress.
c. Include topics for discussion as appropriate to status of Project.
d. Combined Contractor's Construction Schedule:

1) Review progress since the last coordination meeting.
2) Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule.
3) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so.
4) Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

e. Review present and future coordination needs of the Prime Contractors, including the following:

1) Interface requirements.
2) Sequence of operations. Review combined contractor CPM Schedule.
3) Deliveries.
4) Off-site fabrication problems
5) Access and site utilization.
6) Temporary facilities and controls.
7) Work hours.
8) Hazards and risks.
9) Progress cleaning.
10) Quality and work standards.
11) Status of Changes in the Work.

4. Reporting: Lead Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

C. **PROGRESS MEETINGS:** Architect will conduct progress meetings at bi-weekly intervals. Project progress meetings are in addition to specific meetings held for other purposes, such as coordination meetings and preinstallation conferences.

1. Attendees:

   a. Architect
   b. Prime Contractors
   c. Subcontractors, suppliers, and other entities concerned with current progress or involved in planning, coordination, or performance of future activities

2. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda:

   a. Review and correct or approve minutes of previous progress meeting.
   b. Review other items of significance that could affect progress.
   c. Include topics for discussion as appropriate to status of Project.
   d. Contractor's Construction Schedule:

      1) Review progress since the last meeting.
      2) Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule.
      3) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so.
      4) Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      5) Review schedule for next period.

   e. Review present and future needs of each entity present, including the following:

      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access and site utilization.
      7) Temporary facilities and controls.
      8) Work hours.
      9) Hazards and risks.
      10) Progress cleaning.
      11) Quality and work standards.
      12) Status of correction of deficient items.
      13) Field observations.
      14) RFIs.
      15) Status of proposal requests.
      16) Pending changes.
      17) Status of Change Orders.
      18) Pending claims and disputes.
      19) Documentation of information for payment requests.

4. Minutes: Architect will record and distribute minutes of the meeting to each party present and to parties who should have been present.
5. Schedule Updating: Lead Contractor shall revise Contractor's Combined Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized, and issue revised schedule concurrently with the report of each meeting.

D. **PREINSTALLATION CONFERENCES:** Each Prime Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction, or as otherwise required by Specifications.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following, as appropriate:

    a. The Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Review of mockups.
    i. Possible conflicts.
    j. Compatibility problems.
    k. Time schedules.
    l. Weather limitations.
    m. Manufacturer's written recommendations.
    n. Warranty requirements.
    o. Compatibility of materials.
    p. Acceptability of substrates.
    q. Temporary facilities and controls.
    r. Space and access limitations.
    s. Regulations of authorities having jurisdiction.
    t. Testing and inspecting requirements.
    u. Installation procedures.
    v. Coordination with other work.
    w. Required performance results.
    x. Protection of adjacent work.
    y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: The Prime Contractor who arranged the meeting shall distribute minutes of the meeting to each party present, to parties who should have been present and to Architect.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate actions necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work.

B. Schedules:

1. Preliminary Construction Schedule.
2. Contractor's Project Construction Schedule.
3. Submittals Schedule.
4. Schedule of Inspections and Tests
5. Procurement Schedule

C. Reports:

1. Daily construction logs.
2. Material location reports.
3. Field condition reports.
4. Special reports.

D. Related Sections include the following:

1. Section 01 2600 "Contract Modification and Payment Procedures" for submitting the Schedule of Values.
2. Section 01 3100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Section 01 3300 "Submittal Procedures" for submitting schedules and reports.
4. Section 01 4000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 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.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times. Activities on the critical path cannot be delayed without delaying the Project.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. 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.

C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity; events have no duration.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner.

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.

F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Milestone: A key or critical point in time for reference or measurement.

H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.3 SUBMITTALS

A. Submittals Schedule: Submit eight 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 or supplier.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

B. Preliminary Construction Schedule and Network Diagram:

1. Approval of preliminary construction schedule will not constitute approval of Schedule of Values.
2. Submit copies of diagram large enough to show entire network for entire construction period. Show logic ties for activities.

C. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

D. Special Reports: Submit two copies at time of unusual event.

1.4 QUALITY ASSURANCE

A. Prescheduling Conference: Owner's Representative will conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Contractors' Combined Construction Schedule, the Conference may be held in conjunction with the initial job conference including, but not limited to, the following:

1. Discuss the organization of the CPM Schedule (phases, floors, areas, etc.)
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages area separations interim milestones and partial Owner occupancy.
4. Review schedule for work of separate Prime Contracts.
5. Review time required for review of submittals and resubmittals.
6. Review time required for fabrication and delivery of equipment and materials, and identify potentially long-lead items.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures, and testing and balancing.
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.

1.5 COORDINATION

A. CPM Scheduling:

1. Lead Contractor to provide CPM Scheduling to coordinate preparation and processing of Contractors' Combined Construction Schedule, with input from all Prime Contractors.
2. All Prime Contractors to cooperate with Lead Contractor in scheduling and reporting of construction activities within their scope.

B. Lead Contractor to conduct Prescheduling Conference.

C. Lead Contractor to process scheduling updates and reports with actual performance of construction activities, including activities by Prime Contractors and subcontractors.

D. Coordinate Combined Contractors' Construction Schedule with the Schedule of Values, Prime Contractors, list of subcontracts, 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: Include submittals required during the first 60 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.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTORS' COMBINED CONSTRUCTION SCHEDULE

A. Procedures: Unless otherwise indicated or approved, comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Prime Contractors to prepare for Lead Contractor, within 20 days of Notice to Proceed, a list a activities required to complete the work.

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. Immediate 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. Average size of workforce.
10. Dollar value of activity, coordinated with the Schedule of Values.

D. 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 completion date, unless specifically authorized by Change Order.
2. 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.

E. Activities: Treat each floor or separate area as a separate numbered activity for each principal element of the Work. Group activities by Phase, Area, Room Type, Floor and Prime Contractor. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for long lead items requiring a cycle of more than 14 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Combined Construction Schedule with scheduled Submittals.
4. Startup and Testing Time: Include not less than 10 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

F. 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 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.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

   a. Subcontract awards.
   b. Submittals.
   c. Purchases and Deliveries.
   d. Mockups.
   e. Fabrication.
   f. Sample testing.
   g. Installation.
   h. Tests, inspections and adjustments.
   i. Curing.
   j. Startup and placement into final use and operation.
   k. Training and Demonstration.

G. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion, and Start and Finish of each phase.

H. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

I. Cost Correlation: Refer to Section 01 2900 "Payment Procedures" for cost reporting and payment procedures.

J. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

K. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules. Examples of appropriate CMP software to establish a level of performance include, but are not limited to, the following:

1. Microsoft Project
2. Primavera Project Planner (P6)
3. SureTrak

L. Schedule Updating: Each Prime Contractor shall provide weekly schedule updates to the Lead Contractor. Each update shall include the following information:

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.

PART 3 - EXECUTION

3.1 REPORTS

A. Daily Construction Log: Each Prime Contractor to prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Count of personnel at Project site, broken down by employer and trade.
3. Equipment at Project site.
4. Material deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Inspections, both scheduled and performed, and documentation of approvals.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Construction Change Directives received and implemented.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

B. At end of each week, submit copies of daily logs to the Owner's Representative. Submit complete copy of a set for each month with the payment request.

C. 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, 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.

D. Field Conditions: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

3.2 RECOVERY

A. If the Architect, Construction Manager and/or Owner determines that a Prime Contractor is not maintaining adequate progress, the Prime Contractor will be required to prepare a recovery plan.

1. Submit recovery plan within 7 calendar days of notification include activities and resource loading to demonstrate the Prime Contractor's plan to recover progress. No payment applications will be processed without submission and approval of the recovery schedule.
2. There will be no extensions of time on the project. If it becomes apparent that the contractor will not meet any one of the completion dates, some or all of the following recovery plans are to be instituted by the contractor at no charge to the owner:

    a. Increase manpower.
    b. Increase man-hours per shift, shifts per workday, days per work week, or any combination thereof. Additional cost for Architect, Architect's consultants, Owner or Owner's representatives for overtime or shift work is the responsibility of the Contractor.
    c. Increase construction equipment or expedite material deliveries.
    d. Revise the scheduled sequencing of tasks to put project back on schedule.
    e. If the contractor fails to institute a recovery plan within 7 days from written notice, which will return the project to the original schedule, appropriate action may be taken involving contractual commitments and performance bonds.

END OF SECTION 01 3200

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

C. Test and Inspection Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.

4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Recommendations on retesting and reinspecting.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Manufacturer's -Authorized Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

E. 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 products that are similar to those indicated for this Project in material, design, and extent.

F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

A. Contractor Responsibilities: Provide quality-control services specified and required by authorities having jurisdiction. Engage a qualified testing agency to perform these quality-control services.

1. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 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.
6. Manufacturer's Authorized Representative shall attend all preinstallation conferences and at intervals necessary to ensure all components are installed according to the Manufacturer's standards and according to the Manufacturer's instructions.
7. Manufacturer's Field Services: Engage a Manufacturer--authorized representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
8. Retesting/Reinspecting: 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.

B. 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. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

C. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4000

SECTION 01 4200 – REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" refer to actions by Architect.

D. "Indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" may be used to help the user locate the reference.

E. "Regulations" include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide" means to furnish and install, complete and ready for the intended use.

I. "Installer" is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or sub contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. The term "experienced," when used with the term "installer," 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.
2. 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 tradespeople of the corresponding generic name.

J. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.

C. Conflicting Requirements: Where 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.

D. 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 the requirements. Refer uncertainties to Architect for a decision before proceeding.

E. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to their 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 the publication source and make them available on request.
2. The list containing names, addresses, and phone numbers of entities producing these standards is available upon request from the Architect.

F. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including support facilities, and security and protection facilities. Include the products, systems and assemblies listed below, as appropriate, and other facilities, whether or not listed, as necessary for successful execution of a complete project.

B. Support facilities:

1. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
2. Waste disposal facilities.
3. Storage and fabrication trailers.
4. Scaffolding.
5. Lifts and hoists.
6. Construction aids and miscellaneous services and facilities.

C. Temporary Utilities:

1. Electrical power service.

D. Security and protection facilities:

1. Security enclosure and lockup.
2. Barricades, warning signs, and lights.
3. Temporary enclosures.
4. Fire protection.

E. Related Sections include the following:

1. Division 01 Section “Summary” for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Execution Requirements" for progress cleaning requirements.

1.2 USE CHARGES

A. General: Utility use charges for temporary utilities will be paid by the Owner as long as the source is available from the Owner’s existing utilities. If the type of utility source needed for temporary service is not available from the Owner’s existing utilities, the Prime Contractor responsible for providing the temporary service shall be responsible for supplying and paying for the utility or fuel source needed.

1.3 QUALITY ASSURANCE

A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all Prime Contractors and 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.

B. Any Contractor who fails to carry out its responsibility in supplying utilities required for execution of the Work shall be held responsible for such failure. Owner will have the right to take action, as it deems proper for the protection and conduct of the Work and will deduct the cost involved from the amount due the Contractor at fault.

C. General: Installation and removal, as well as occasional relocating where deemed necessary, of temporary facilities and controls shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, authorized visitors, and authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

B. Lumber and Plywood: Comply with requirements in Division 06 Section “Rough Carpentry."

C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.

D. Water: Potable.

2.2 TEMPORARY FACILITIES

A. Storage and Fabrication Trailers: Provide mobile modular units, sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. General: Provide equipment suitable for use intended, properly sized and engineered specifically for the temporary construction demands of this project.

B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent extinguishers recommended by NFPA for applicable exposures types.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

C. 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.

D. 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.

E. 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.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as appropriate. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITIES

A. Temporary Electric Power Distribution

1. Special Service: Where supply of electrical power and/or lighting greater than available from Owner is required for specialized project construction equipment. Contractor requiring same shall install and pay all costs of such special service.

B. Temporary Water Service: Where a supply of water for construction purposes is required, the Contractor requiring same shall install and pay installation costs of such service.

1. The Contractor requiring same shall be responsible to install, valve, maintain, and protect temporary water lines from the designated or approved point of connection to Owner's existing service, to such locations as required for the prosecution of Work.
2. When temporary water lines are no longer required, they shall be removed by the Contractor and any part of the ground or building disturbed or damaged, shall be restored to the original condition by Contractor.

3.3 SHARED SUPPORT FACILITIES

A. Sanitary Facilities: Lead Contractor to provide and maintain temporary toilets. Existing facilities shall not be used. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

1. This unit shall be above and beyond the number required by OSHA
2. Follow or exceed OSHA requirements for portable toilet quantities,
3. Each unit shall comply with the following:

   a. Disposable Supplies: Provide toilet tissue and similar disposable materials for each facility. Maintain adequate supply.
   b. Supply and pay for antibacterial hand sanitizer for each facility. Maintain adequate supply.

4. Permit no public nuisance or unsanitary conditions to exist on the project site.
5. Relocate and remove temporary facilities when directed by the Architect.

6. At end of construction, return area surrounding the temporary facilities to same or better condition than originally found.

B. Waste Disposal Facilities

1. Contractor shall provide waste-collection containers of size adequate to handle waste from demolition activities. Include collection and removal of containers.
2. Each Prime Contractor and subcontractor will be responsible to collect and to deposit their debris, garbage, litter, rubble, and rubbish in such collection facilities daily. Dismantle crates, crush cardboard boxes, and otherwise attempt to compact trash deposited in collection facilities.
3. Contractor shall be responsible for removal of trash from the job site and the overall cleanliness of the entire job site.
4. All Prime Contractors and their subcontractors shall collect and remove their own liquid waste from the job site.
5. Trash, dust, and dirt of any kind shall not be allowed to accumulate at job site.

3.4 SUPPORT FACILITIES INSTALLATION

A. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Section 01 7300 "Execution" for progress cleaning requirements.

B. Lifts and Hoists: Each Prime Contractor shall provide facilities necessary for hoisting materials and personnel as required for its own construction operations.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

C. Storage and Fabrication Trailers: Each Prime Contractor shall provide trailers sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Trailers may be open shelters or fully enclosed spaces within building or elsewhere on-site.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. 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. All Prime Contractors to comply with local ordinances regarding working restrictions.

B. Barricades, Warning Signs, and Lights: Each Prime Contractor shall 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.

C. Temporary Fire Protection: Contractor shall provide temporary fire-protection facilities of types needed to protect against reasonably controllable fire losses. Comply with NFPA 241. Other Prime Contractors and subcontractors will be responsible for their own specialty requirements. All work to be in accordance with authorities having jurisdiction.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
2. 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.
3. Temporary fire protection equipment used for fire protection during construction shall be replaced by the Contractor responsible for its use.
4. Equipment shall be in accord with OSHA standards and requirements.

D. Contractor shall provide temporary first-aid facilities as follows:

1. First-Aid Supplies: Approved by a physician licensed to practice in the Commonwealth of Pennsylvania, shall conform to the requirements of OSHA 1926.50, and shall be accessible for immediate use. One 16-unit first-aid kit (or equivalent) shall be provided for each 25 persons, or fraction thereof, employed on the worksite, and shall be maintained, protected, and readily accessible at all times.
2. First-Aid Station: To be clearly identified as such, and shall be an enclosed space which is protected from the weather, cooled in hot weather, warmed in cold weather, and lighted. First-aid station shall be located adjacent to either access road or public street. First-aid station shall have facilities permitting the rendering of minor medical services. First-aid station shall be checked on a weekly basis, and first-aid supplies used shall be replaced in kind.
3. Removal: Contractor shall completely remove the temporary first-aid facilities from the worksite upon Acceptance of Final Inspection by the Owner's Representative.
4. Contractor shall provide:

    a. First-Aid Personnel: Personnel shall have been trained in the rendering of first-aid, and each shall have a valid certificate issued by either the U.S. Bureau of Mines, or the American Red Cross. First-aid emblem shall be affixed to rear of hard hats worn by first-aid personnel. First-aid personnel training shall conform to the requirements of OSHA 1926.50 Not fewer than one such trained person shall be furnished for every ten employees in any single location on the worksite; not fewer than two such trained persons shall be furnished for every 25 employees on the worksite.

3.6 CONSTRUCTION AIDS

A. Contractor shall provide construction aids and equipment required by personnel and to facilitate execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.

B. Relocate construction aids as required by progress of construction, by storage or work requirements.

C. Refer to and comply with applicable local, state, and federal regulations, as well as Project Health and Safety Plan incorporated in the General Conditions, for worker safety, public safety, and fire protection.

3.7 PROJECT PROGRESS CLEANING

A. Lead Contractor shall be responsible for providing trash collection facilities for the project within 100 feet of the exterior entrance to the project structure:

1. Contractor or subcontractor will be responsible to collect and to deposit his trash as defined as debris, garbage, litter, rubble, and rubbish in such collection facilities daily.

    a. Contractors shall dismantle crates, crush cardboard boxes, and otherwise attempt to compact all such trash deposited in these collection facilities.
    b. Removing debris, garbage, litter, rubble, and rubbish from pipe chases, plenums, attics, crawlspaces, and other closed or remote spaces, prior to enclosing those spaces.

2. Contractor shall be responsible for the removal of all such trash from the jobsite and the overall cleanliness of the entire jobsite.
3. Contractor shall broom clean the entire project at least once a week.

    a. Broom and vacuum clean interior areas at least once a week to eliminate dust and dirt from being present.
    b. Contractor shall be responsible for providing cleaning equipment and materials for daily and weekly cleaning operations.

c. Broom and vacuum clean interior areas prior to start of surface finishing and continue through to Substantial Completion or acceptance by Owner.

4. Trash, dust, and dirt of any kind shall not be allowed.
5. No burning of trash, debris, and rubbish allowed.

B. Contractors shall collect and remove their own liquid waste from the jobsite. Hazardous materials shall not be placed in the dumpster, but shall be removed from the site by the Prime Contractor responsible for the material.

C. Contractor receiving materials at the jobsite shall be responsible for prevention of mud or other deposits on public roadways and other areas outside project limit lines, which may result due to methods of material delivery. Contractor shall instruct delivery conveyor to take appropriate measures to prevent depositing mud and other construction deposits outside contract limit lines. Total responsibility of clean- up of mud and other construction deposits outside contract limits lines shall be the responsibility of the Prime Contractor receiving the delivery.

3.8 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.

C. Temporary Facility Changeover: Coordinate change over from using temporary security and protection facilities to permanent facilities with Owner and Architect.

D. Termination and Removal: Contractor shall be responsible for the removal of 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 the installing Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 01 Section "Closeout Procedures."

END OF SECTION 01 5000

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following administrative and procedural requirements:

1. Selection of products for use in Project;
2. Product delivery, storage, protection and handling;
3. Inspection and maintenance of stored products.
4. Manufacturers' standard warranties on products;
5. Special warranties.
6. Product substitutions.
7. Comparable products.

1.2 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," "component,""system," and terms of similar intent, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work.

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 those products consisting of recycled-content materials are allowed, unless. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, 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.
4. Products may also include existing materials or components required for reuse, if so specified.

B. 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.

C. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

D. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.3 PRODUCT OPTIONS

A. Products Specified by Performance Requirements, by Reference Standards or by Description Only: Products meeting those standards or description.

B. Product Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for “or equal” Substitutions: Submit a request for substitution for any manufacturer not named.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, the product selected shall be compatible with all products selected for later installation.

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 will determine which products shall be used.

B. Material and Equipment Incorporated into the Work shall:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type, and quality specified, or as specifically approved, in writing, by the Architect/Engineer.
3. Manufactured and Fabricated Products;

   a. Design, fabricate and assemble in accord with the best engineering and shop practices.
   b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
   c. Two or more items of the same kind shall be identical, by the same manufacturer.
   d. Products shall be suitable for service conditions.
   e. Equipment capacities, sizes, and dimensions shown, or specified, shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

D. Provide interchangeable components of the same manufacturer, for similar components.

1.5 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.

B. Each Prime Contractor shall be responsible for the properly located, secure, and weather resistant storage as required of materials. Place materials so as not to obstruct passage on site or within building structures or in any way which causes impediment or obstruction to other Prime Contractors.

C. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. 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.
3. 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.

4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

D. Staging and Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store UV and sunlight-sensitive materials protected from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage.
8. Store and protect products with manufacturer's seals and labels intact and legible.
9. For exterior storage of fabricated products, place on sloped supports, above ground.
10. Provide substantial platforms, blocking, or skids to support fabricated products above ground, prevent soiling, or staining.
11. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings.
12. Store loose granular materials on solid surfaces such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.

    a. Provide surface drainage to prevent flow or ponding of rainwater.
    b. Prevent mixing with refuse, chemically injurious materials, or liquids.

13. Provide off-site storage and protection at no additional cost to the Owner when site does not permit on-site storage or protection.
14. Do not allow excessive loads on building structure.

E. Coordination: Prime Contractors shall coordinate delivery and storage on the jobsite of all significant materials by their subcontracts and suppliers. Coordinate storage of materials on the site with the Owner, through the Architect, and with the requirements of Section 01 1000.

1. Contractors are required to properly instruct material suppliers and vendors to address deliveries to them specifically by named responsible party at the jobsite and require advance notice.
2. Deliveries addressed to the project, in general, the Owner, or the Architect, will be refused and returned to shipper.
3. Owner will not be responsible for receipt, handling, and loss of materials shipped to the Owner in error and received unknowing of relationship to the project.
4. Arrange deliveries of products in accord with project construction schedules, each Contractor to coordinate the deliveries to avoid conflict of work, and to suit site conditions.

    a. Notify Architect and Owner, 48 hours, in advance, of major deliveries.

5. Transport and handle products in accord with manufacturer’s instructions.
6. Promptly inspect shipments to assure that products comply with requirements, are in manufacturer’s original containers with identifying labels intact, quantities are correct, and products are undamaged.
7. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.6 INSPECTION AND MAINTENANCE OF STORED PRODUCTS

A. Provide a periodic system of inspection of stored products on scheduled basis to assure that:

1. state of storage facilities is adequate to provide required conditions;

2. required environmental conditions are maintained on a continuing basis;
3. surfaces of product exposed to elements are not adversely affected.

    a. Weathering of products, coatings, and finishes is acceptable subject to requirements of Contract Documents.

B. Mechanical and electrical equipment which requires services during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

    1. Comply with manufacturer's instructions on schedule and service interval.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

    1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
    2. Specified Form: Forms are included with certain Specification Sections. Prepare a written document using appropriate form properly executed.
    3. Refer to individual Specification Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

    1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
    2. Standard Products: 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. Where products are accompanied by the term "as selected," Architect will make selection.
    4. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
    5. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

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 complies 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.
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.
7. 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.
8. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

    a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

9. 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 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 will select color, pattern or texture from manufacturer's product line that includes standard, premium and/or custom items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Requests received after bid opening may be considered or rejected at discretion of Architect, and subject to “Substitutions” under Specification 01 3300

B. Conditions: Architect will consider Contractor's request for substitution only when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work, including all other Prime Contractors’ Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

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.
6. Contractor shall be responsible for costs for any changes to other Prime Contractors' Work required by, or because of the use of a Comparable Product.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

SECTION 01 7300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Cutting and Patching
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

1.2 DEFINITIONS

A. Cutting: Removal of existing 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.

1.3 SUBMITTALS

A. Qualification Data:

1. For licensed land surveyor and professional engineer, 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.
2. For roofing installer authorized by roofing manufacturer to perform patch, flashing and repair work under current warranty.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials (if any), for hazardous waste disposal.

D. Cutting and Patching Plan: Submit a plan describing procedures at least 10 days before the time cutting and patching will be performed. Include the following information:

1. Extent: Describe cutting and patching and show how they will be performed.
2. Existing Warranty: Where Work will affect existing construction under warranty, include documentation of manufacturer's instructions for executing Work in strict compliance with conditions of Warranty without voiding or diminishing warranty coverage.
3. Changes to In-Place 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.
4. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

5. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure, at no additional cost to Owner.

1.4 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 and Other 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, including, but not limited to, the following::

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Water, moisture, or vapor barriers.
4. Membranes and flashings.
5. Fire-protection systems.
6. Control systems.
7. Communication systems.
8. Conveying systems.
9. Electrical wiring systems.
10. Noise- and vibration-control elements and assemblies.
11. Equipment supports.
12. Piping, ductwork, vessels, and equipment.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces 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 patch exposed Work that is damaged during selective demolition. If it is impossible to engage original Installer or fabricator, engage another recognized experienced and specialized firm.

D. Installer Qualification: Where existing construction is under manufacturer warranty, employ firm and personnel authorized by product and system manufacturer to maintain existing warranty coverage.

1.5 WARRANTY

A. Existing 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 existing warranties.

1. Roofing: Execute Work on roofing assembly using only personnel authorized by roofing manufacturer to perform Work on systems under manufacturer’s warranty.

PART 2 - PRODUCTS (Not Used)

A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems, underground utilities, and other construction affecting the Work.

1. Before construction, call “Pennsylvania One Call” at 1-800-242-1776.
2. Verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.

B. Cutting and Patching: Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. Proceed with patching only after unsafe or unsatisfactory conditions have been corrected.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

   a. Description of the Work.
   b. List of detrimental conditions, including substrates.
   c. List of unacceptable installation tolerances.
   d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions. Do not proceed with utility interruptions without Architect's written permission.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of perceived problem, together with recommendations for corrective measures.

1. Observe RFI procedures in Section 01 3100.

E. Temporary Support: Provide temporary support of Work to be cut.

F. Protection: Protect existing 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.

G. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

H. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. Lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 8 feetin spaces without a suspended ceiling.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PERFORMANCE, CUTTING AND PATCHING

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 existing 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 existing 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.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 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. 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 of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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.

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. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

3.6 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until Owner Occupancy.

G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration until Owner Occupancy.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration until Owner Occupancy.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 7300

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Project Record Documents.
3. Final cleaning.

B. Related Sections include the following:

1. Division 01 Section "Modification and Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Division 01 Section "Demonstration and Training" for requirements for instruction of Owner's personnel.
6. Individual Construction Specification Sections for specific closeout and special cleaning requirements for products of those Sections.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4. Prepare and submit Project Record Documents, Operation and Maintenance Manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, 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.
6. Make required changeover of permanent locks and deliver keys to Owner, as specified. Advise Owner's personnel of changeover in security provisions.
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. Advise Owner in changeover of heat and other utilities.
11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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, that must be completed or corrected before certificate will be issued.

1. Authorized, responsible representatives of the Appropriate Prime Contractor(s) requesting inspection shall accompany the Architect during the entirety of the inspection. These representatives shall consist of the Contractor's On-Site Superintendent and the Contractor's Project Manager. Either or both of them shall have full authority to make decisions on behalf of the Contractor.
2. The Owner shall be invited, but not required to attend the inspections.
3. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
4. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

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

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. 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.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will approve 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. If more than one reinspection is required, the appropriate Prime Contractor shall be charged for the Architect's fees, according to the Contract Documents.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

1.5 PROJECT RECORD DOCUMENTS

A. General:

1. Maintain and submit record documents as specified in Section 01 7839 “Project Record Documents.”

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work that have been determined to be substantially complete. This requirement shall be superseded by individual Specification requirements indicated under other Specification sections.

B. Existing Roofing Warranty: Obtain written certification from roofing manufacturer that terms of existing roof warranty were observed, and that warranty period is maintained.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

E. For a phased project, and unless otherwise indicated, all warranties shall commence at Substantial Completion of the entire Project, regardless of system startup or installation during earlier phases. Contractor shall include in his bid any costs required to extend warranty coverage to cover the interval between installation/in-service and Substantial Completion dates.

1.7 CLOSEOUT SUBMITTALS

A. Evidence of compliance with requirements of governing authorities:

1. Certificate of Occupancy.
2. Certificate of Inspections:

    a. Mechanical.
    b. Electrical.
    c. Fire Marshall.
    d. Pennsylvania Department of Environmental Resources.
    e. Department of Labor and Industry.

B. Operating and Maintenance Data, instructions to Owner’s personnel: To requirements of Section 01 7823.

C. Warranties and bonds.

D. Keys and Keying Schedules.

E. Spare parts and Maintenance materials.

F. Site survey drawing and electronic data.

G. Contractor's Affidavit of Payment and Debts and Claims (AIA From G706): To requirements of General and Supplementary Conditions.

H. Final Contractors or Subcontractors Weekly Payroll Certifications for Public Works Projects (Pennsylvania Department of Labor and Industry, L&I Form 128, Rev-588).

I. Consent of Surety Company to Final Payment (AIA Form G707).

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 Contractor to provide final cleaning, unless otherwise noted below. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

1. 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.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
4. Remove tools, construction equipment, machinery, and surplus material from Project site.
5. Remove snow and ice to provide safe access to building.
6. 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.
7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
8. Mop concrete floors in unoccupied spaces.
9. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
10. 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.
11. All Prime Contractors are to remove labels that are not permanent.

12. 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.

    a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

13. All Prime Contractors are to replace parts subjected to unusual operating conditions.
14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
15. Leave Project clean and ready for occupancy.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 7700

SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and Maintenance documentation directory.
2. Operation manuals for systems and equipment.
3. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. Related Sections include the following:

1. Division 01 Section "Closeout Procedures" for submitting warranties' manual and project record documents.
2. Individual Construction Specification Sections for specific operation and maintenance manual requirements for products in those sections.

1.2 SUBMITTALS

A. Final Submittal: Submit one copy of each manual in final form at least 20 days before final inspection. Architect will return one copy with comments within 20 days after final inspection.

1. Correct or modify the manual to comply with Architect's comments. Submit three copies of the corrected manual within 20 days of receipt of Architect's comments.

1.3 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents, coordinated with the Project Manual.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

3.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Name and address of Project.
2. Name and address of Owner.
3. Date of submittal.
4. Name, address, and telephone number of Contractor.
5. Name and address of Architect.
6. Subject matter included in manual.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents same as Specification Sections. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

3.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System and equipment descriptions.
2. Operating standards.
3. Operating procedures.
4. Operating logs.
5. Wiring diagrams.
6. Control diagrams.
7. Piped system diagrams.
8. Precautions against improper use.
9. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment function.
4. Operating characteristics.
5. Limiting conditions.
6. Performance curves.
7. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

3.4 PRODUCTS, SYSTEMS, AND EQUIPMENTMAINTENANCE MANUAL

A. INFORMATION REQUIRED FOR INSTALLED PRODUCTS

1. Content: Organize manual by Specification Sections with a section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
2. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or

supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

3. Product Information: Include the following, as applicable:

    a. Product name and model number.
    b. Manufacturer's name.
    c. Color, pattern, and texture.
    d. Material and chemical composition.
    e. Reordering information for specially manufactured products.

4. Maintenance Procedures: Include manufacturer's written recommendations and the following:

    a. Inspection procedures.
    b. Types of cleaning agents to be used and methods of cleaning.
    c. List of cleaning agents and methods of cleaning detrimental to product.
    d. Schedule for routine cleaning and maintenance.
    e. Repair instructions.

5. Repair Materials and Sources: Include lists of materials and local sources of materials and services.
6. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

    a. Include procedures to follow and required notifications for warranty claims.

B. INFORMATION REQUIRED FOR SYSTEMS AND EQUIPMENT INSTALLED

1. Content: For each system and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
2. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
3. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

    a. Standard printed maintenance instructions and bulletins.
    b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
    c. Identification and nomenclature of parts and components.
    d. List of items recommended to be stocked as spare parts.

4. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

    a. Test and inspection instructions.
    b. Troubleshooting guide.
    c. Precautions against improper maintenance.
    d. Aligning, adjusting, and checking instructions.
    e. Demonstration and training videotape, if available.

5. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

    a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

b. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

6. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
7. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
8. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds. Include procedures to follow and required notifications for warranty claims.

END OF SECTION 01 7823

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up Record Prints.

B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one copy of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of black-line prints of the Contract Drawings and Shop Drawings.

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. Record and check the markup before enclosing concealed installations.
   d. 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.

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 below first floor.
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. Architect's RFI responses.
m. Details not on the original Contract Drawings.
n. Field records for variable and concealed conditions.
o. Record information on the Work that is shown only schematically.
p. Supplemental, Clarification, and Field Sketches issued during the Project

3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect and Owner. When authorized, assemble one full set of corrected Record Contract Drawings and Shop Drawings for submission to the Owner.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Architect for resolution.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Record Electronic Files: Upon completion of the Record Drawings, scan the full set of Record Drawings into a PDF format or other format acceptable to the Owner. Provide one flash drive to the Architect. Properly label with project name, number, recording date, and title “Final Record Drawings.”

E. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Electronic Files: Provide (1) flash drive along with the hard copies.
3. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Contractor.

3.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

3.3 RECORDING AND MAINTENANCE

A. Recording:

1. Maintain one copy of each submittal during the construction period for Project Record Document purposes.
2. 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:

1. Store Record Documents and Samples in the field office apart from the Contract Documents used for construction.
2. Do not use Project Record Documents for construction purposes.
3. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.
4. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01 7839

SECTION 01 7900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems and equipment.
2. Training in operation and maintenance of systems and equipment.

B. Related Sections include the following:

1. Division 01 Section “Operation and Maintenance Data” for manuals required as teaching and training materials.

1.2 SUBMITTALS

A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. At completion of training, submit one complete training manual[s] for Owner's use.

B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Demonstration and Training Video Recording: Submit two copies at end of each training module.

1. Transcript, as appropriate: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of video recording on each page.

1.3 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.

2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.4 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as applicable:

1. Motorized doors, including automatic smoke doors.
2. Equipment, projection screens, appliances.
3. Fire-protection systems, including fire alarm and fire-extinguishing systems.
4. Intrusion detection systems.
5. Heat generation, including pumps and water distribution piping.
6. Refrigeration systems, including condensers pumps and distribution piping.
7. HVAC systems, including air-handling equipment air distribution systems and terminal equipment and devices.
8. HVAC instrumentation and controls.
9. Electrical service and distribution, including switchboards panelboards uninterruptible power supplies and motor controls.
10. Lighting equipment and controls.
11. Communication systems, including intercommunication surveillance clocks and programming voice and data and television equipment.
12. Computer data systems, including networking system, video interface and Internet interface.
13. Motorized security gate.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

a. System and equipment descriptions.
b. Performance and design criteria.
c. Operating standards.
d. Regulatory requirements.
e. Equipment function.
f. Operating characteristics.
g. Limiting conditions.
h. Performance curves.

2. Documentation: Review the following items in detail:

   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Identification systems.
   e. Warranties and bonds.
   f. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.

5. Adjustments: Include the following:

   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:

   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems and equipment not part of a system.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, through Owner’s construction representative, with at least seven days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment, if any. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO

A. General: Record each demonstration and training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice. At beginning of each training module, record each chart containing learning objective and lesson outline.

1. Format: Provide high-quality recording on DVD.
2. Recording does not need to be professional quality, but audio quality is important. Record spoken instructions, narration, and demonstrations of actual operation clearly for future reference.
3. If video equipment is included in the Contract, use of the equipment and student videographers is permitted with prior approval from the Owner.
4. Systems that require video recorded training include but are not limited to:

a. Security System.
b. HVAC Computerized Controls.

END OF SECTION 01 7900

SECTION 02 4119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PRE-INSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review building construction phasing plan.
7. Review demolition waste recycling requirements in another Division 02 Section.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. **Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by demolition operations. Submit before the Work begins.**

E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

F. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove the following items:

a. Furnishings not attached to building.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

C. Requirements for Building Reuse:

1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
3. Maintain existing nonshell, nonstructural components (walls, flooring, and ceilings) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required at each phase.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 5000 "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See other Division 07 Specification Sections for new roofing requirements.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

A. Existing Construction to Be Removed: See Drawings.

END OF SECTION 02 4119

SECTION 07 8413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes through-penetration firestop systems for penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items.

B. Responsibility: Contractor installing or removing an item penetrating a fire resistance rated assembly provides firestopping for that item or for opening left by removal of an item.

1. Division 22, 23, 26 sections cross-reference this section.

C. Identify locations requiring through-penetration firestop devices and systems and select appropriate device or system from schedule at end of this section considering location (floor or wall) and size, nature of assembly penetrated, nature of penetrating item(s), and fire-resistive hourly rating required to be maintained.

D. Related Sections include the following:
1. Division 22 and 23 Sections specifying duct and piping penetrations.
2. Division 26 Sections specifying cable and conduit penetrations.

1.2 PERFORMANCE REQUIREMENTS

A. General: For penetrations through the following fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.

1. Fire-resistance-rated walls including fire barriers.

B. Rated Systems: Provide through-penetration firestop systems with the following ratings determined per UL 1479:

1. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.
2. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:

   a. Penetrations located outside wall cavities.
   b. Penetrations located outside fire-resistance-rated shaft enclosures.

3. L-Rated Systems: Provide through-penetration firestop systems with L-ratings of not more than 3.0 cfm/sq. ft.at both ambient temperatures and 400 deg F.

C. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.

1. For piping penetrations for plumbing systems, provide moisture-resistant through-penetration firestop systems.
2. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.

D. For through-penetration firestop systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated in the Firestopping Schedule.

1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

B. Firestopping Schedule:

1. Submit a firestopping schedule in tabular format with the following headings:

a. Location of Penetration (wall, floor, roof, perimeter, etc.).
b. Type of Penetration (cable tray, metal pipe, plastic pipe, electrical conduit, gas lines, communication wiring, ductwork, etc.)
c. Penetrated assembly material and construction.
d. Firestopping UL or FM assembly used at the condition.

C. Shop Drawings: For each through-penetration firestop system, show each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item. Include firestop design designation of qualified testing and inspecting agency that evidences compliance with requirements for each condition indicated.

1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each through-penetration firestop system configuration for construction and penetrating items.

D. Through-Penetration Firestop System Schedule: Indicate locations of each through-penetration firestop system, along with the following information:

1. Types of penetrating items.
2. Types of constructions penetrated, including fire-resistance ratings and, where applicable, thicknesses of construction penetrated.
3. Through-penetration firestop systems for each location identified by firestop design designation of qualified testing and inspecting agency.

E. Sample of label for use at penetrations or at given lengths along a joint detail.

F. Qualification Data: For Installer.

G. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations for inclusion in the Operations and Maintenance Manual.

H. Product Test Reports: From a qualified testing agency indicating through-penetration firestop system complies with requirements, based on comprehensive testing of current products.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements" or accredited by the manufacturer of the firestop system used.

1. The following is a list of approved contractors in the general area of the Project. Other firms, subject to compliance with requirements, may be accepted.

   a. Chesapeake Firestop, Inc., 301.990.7173, Rockville, Maryland.
   b. M.W. Holmes Construction Inc., 440.354.9214.
   c. Multicon Fire Containment, 614-351-2683 (Randy Bosscawen) 1320 McKinley Ave. Suite C, Columbus, Ohio 43222.
   d. JHC Fire Containment Solutions 1-877-542-6029 (Jim Shells) Cranberry Township, PA.
   e. Cavalier Firestop Systems 1-800-210-1267 (Mike Kennedy) 4399 Leechburg Road, Lower Burrell PA 15068.
   f. Pyro-Stop, LLC 1-610-485-9436 (Scott Rankin) Philadelphia, Pennsylvania.

B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single qualified installer.

C. Source Limitations: Obtain through-penetration firestop systems, for each kind of penetration and construction condition indicated, through one source from a single manufacturer.

D. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:

1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
2. Through-penetration firestop systems are identical to those tested per testing standard referenced in "Part 1 Performance Requirements" Article. Provide rated systems complying with the following requirements:

   a. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
   b. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed by the following:

      1) UL in its "Fire Resistance Directory."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life if applicable, qualified testing and inspecting agency's classification marking applicable to Project, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.

B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.7 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.

C. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined by building inspector, if required by authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. A/D Fire Protection Systems Inc.
2. Grace Construction Products.
3. Hilti, Inc.
4. Nelson Firestop Products.
5. RectorSeal Corporation.
6. Specified Technologies Inc. (STI)
7. 3M Fire Protection Products.
8. Tremco, Inc.; Tremco Fire Protection Systems Group.
9. USG Corporation.

2.2 FIRESTOPPING, GENERAL

A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems must be compatible with one another, with the substrates forming openings, and with penetrating items if any.

B. Compatibility: Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.

C. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by

through-penetration firestop system manufacturer and approved by qualified testing and inspecting agency for firestop systems indicated.

2.3 MIXING

A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of work.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with firestop system manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.

B. Priming: Prime substrates where recommended in writing by through-penetration firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 INSTALLATION

A. General: Install through-penetration firestop systems to comply with Part 1 "Performance Requirements" Article and with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.

C. Install fill materials for firestop systems by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

A. Identify through-penetration firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of edge of the firestop systems so that labels will be visible to anyone seeking to remove penetrating items or firestop systems. Use mechanical fasteners for metal labels. For plastic labels, use self-adhering type with adhesives capable of permanently bonding labels to surfaces on which labels are placed and, in combination with label material, will result in partial destruction of label if removal is attempted. Include the following information on labels:

1. The words "Warning - Through-Penetration Firestop System - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Through-penetration firestop system designation of applicable testing and inspecting agency.
4. Date of installation.
5. Through-penetration firestop system manufacturer's name.
6. Installer's name.

3.5 CLEANING AND PROTECTING

A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.

3.6 THROUGH-PENETRATION FIRESTOP SYSTEM SCHEDULE

A. Where UL-classified systems are indicated, they refer to alpha-alpha-numeric designations listed in UL's "Fire Resistance Directory" under product Category XHEZ.

B. Firestop Systems with No Penetrating Items FS-1:

1. UL-Classified Systems: C-AJ-0001-0999, C-BJ-0001-0999 and W-J-0001-0999.

C. Firestop Systems for Metallic Pipes, Conduit, or Tubing FS-2:

1. UL-Classified Systems: C-AJ-1001-1999, C-BJ-1001-1999 and W-J-1001-1999.

D. Firestop Systems for Nonmetallic Pipe, Conduit, or Tubing FS-3:

1. UL-Classified Systems: C-AJ-2001-2999, C-BJ-2001-2999, and W-J-2001-2999.

E. Firestop Systems for Electrical Cables FS-4:

1. UL-Classified Systems: C-AJ-3001-3999, C-BJ-3001-3999 and W-J-3001-3999.

F. Firestop Systems for Insulated Pipes FS-5:

1. UL-Classified Systems: C-AJ-5001-5999, C-BJ-5001-5999 and W-J-5001-5999.

G. Firestop Systems for Miscellaneous Electrical Penetrants FS-6:

1. UL-Classified Systems: C-AJ-6001-6999.

H. Firestop Systems for Miscellaneous Mechanical Penetrants FS-7:

1. UL-Classified Systems: C-AJ-7001-7999 and W-J-7001-7999.

I. Firestop Systems for Groupings of Penetrants FS-8:

1. UL-Classified Systems: C-AJ-8001-8999, C-BJ-8001-8999 and W-J-8001-8999.

END OF SECTION 07 8413

SECTION 07 8446 - FIRE-RESISTIVE JOINT SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes fire-resistive treatment for the following Joints in or between fire-resistance-rated constructions:

1. Head-of-wall joints.
2. Joints in smoke barriers.

B. Related Sections include the following:

1. Division 07 Section "Penetration Firestopping" for systems installed in openings in walls with and without penetrating items.
2. Division 07 Section "Joint Sealants" for non-fire-resistive joint sealants.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

C. Shop Drawings: For fire-resistive joint system, show each kind of construction condition in which joints are installed; also show relationships to adjoining construction. Include fire-resistive joint system design designation of testing and inspecting agency acceptable to authorities having jurisdiction that demonstrates compliance with requirements for each condition indicated.

1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to fire-resistive joint system configuration for construction.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each joint firestopping system, for tests performed by a qualified testing agency.

C. Product Certificates: For fire-resistive joint system, signed by product manufacturer.

D. Qualification Data: For Installer.

E. ICC-ES Research/Evaluation Reports: For fire-resistive joint system.

1.5 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FMG according to FMG 4991, "Approval of Firestop Contractors."

1. If an FMG Approved Firestop Contractor is not available, a subcontractor meeting the requirements of Division 07 Section “Penetration Firestopping” may be used. For a list of approved contractors go to www.fcia.org/fm4991approval.php.

B. Installation Responsibility: Assign installation of penetration firestopping systems and fire-resistive joint systems in Project to a single qualified installer.

C. Source Limitations: Obtain fire-resistive joint systems, for each kind of joint and construction condition indicated, through one source from a single manufacturer.

D. Fire-Test-Response Characteristics: Provide fire-resistive joint systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:

1. Fire-resistance tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, OPL, or another agency performing testing and follow-up inspection services for fire-resistive joint systems acceptable to authorities having jurisdiction.

2. Fire-resistive joint systems are identical to those tested per methods indicated in Part 1 "Performance Requirements" Article and comply with the following:

a. Fire-resistive joint system products bear classification marking of qualified testing and inspecting agency.
b. Fire-resistive joint systems correspond to those indicated by referencing system designations of the qualified testing and inspecting agency.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver fire-resistive joint system products to Project site in original, unopened containers or packages with qualified testing and inspecting agency's classification marking applicable to Project and with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials for fire-resistive joint systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not install fire-resistive joint systems when ambient or substrate temperatures are outside limits permitted by fire-resistive joint system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.

B. Ventilate fire-resistive joint systems per manufacturer's written instructions by natural means or, if this is inadequate, forced-air circulation.

1.9 COORDINATION

A. Coordinate construction of joints to ensure that fire-resistive joint systems are installed according to specified requirements.

B. Coordinate sizing of joints to accommodate fire-resistive joint systems.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Provide fire-resistive joint systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assembly in which fire-resistive joint systems are installed.

B. Joint Systems in and between Fire-Resistance-Rated Constructions: Provide systems with assembly ratings equaling or exceeding the fire-resistance ratings of construction that they join, and with movement capabilities and L-ratings indicated as determined by UL 2079.

C. For fire-resistive systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

D. Joint firestopping systems shall bear classification marking of a qualified testing agency acceptable to AHJ..

1. UL in its "Fire Resistance Directory."
2. Intertek Group in its "Directory of Listed Building Products."

2.2 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, fire-resistive joint systems that may be incorporated into the Work include, but are not limited to, those systems indicated in the Fire-Resistive Joint System Schedule at the end of Part 3.

2.3 FIRE-RESISTIVE JOINT SYSTEMS

A. General: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems shall accommodate building movements without impairing their ability to resist the passage of fire and hot gases.

B. Compatibility: Provide fire-resistive joint systems that are compatible with joint substrates, under conditions of service and application, as demonstrated by fire-resistive joint system manufacturer based on testing and field experience.

C. Exposed Joint Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E84.

D. Accessories: Provide components of fire-resistive joint systems, including primers and forming materials, that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by fire-resistive joint system manufacturer and approved by the qualified testing and inspecting agency for systems indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of work.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Clean joints immediately before installing fire-resistive joint systems to comply with fire-resistive joint system manufacturer's written instructions and the following requirements:

1. Remove from surfaces of joint substrates foreign materials that could interfere with adhesion of fill materials.
2. Clean joint substrates to produce clean, sound surfaces capable of developing optimum bond with fill materials. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Priming: Prime substrates where recommended in writing by fire-resistive joint system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Masking Tape: Use masking tape to prevent fill materials of fire-resistive joint system from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from fire-resistive joint system materials. Remove tape as soon as possible without disturbing fire-resistive joint system's seal with substrates or damaging adjoining surfaces.

3.3 INSTALLATION

A. General: Install fire-resistive joint systems to comply with Part 1 "Performance Requirements" Article and fire-resistive joint system manufacturer's written installation instructions for products and applications indicated.

B. Install forming/packing/backing materials and other accessories of types required to support fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

C. Install fill materials for fire-resistive joint systems by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings and forming/packing/backing materials as required to achieve fire-resistance ratings indicated.
2. Apply fill materials so they contact and adhere to substrates formed by joints.
3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

A. Joint Identification: Identify joint firestopping systems with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of joint edge so labels are visible to anyone seeking to remove or joint firestopping system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Joint Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.5 FIELD QUALITY CONTROL

A. Inspecting Agency: Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E2393.

B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.

C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTING

A. Clean off excess fill materials adjacent to joints as Work progresses by methods and with cleaning materials that are approved in writing by fire-resistive joint system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure fire-resistive joint systems are without damage or deterioration at time of Substantial Completion. If damage or deterioration occurs despite such protection, cut out and remove damaged or deteriorated fire-resistive joint systems immediately and install new materials to produce fire-resistive joint systems complying with specified requirements.

3.7 FIRE-RESISTIVE JOINT SYSTEM SCHEDULE

A. Designation System for Joints in or between Fire-Resistance-Rated Constructions: Alphanumeric systems listed in UL's "Fire Resistance Directory" under Product Category XHBN.

B. Wall-to-Wall, Floor-to-Wall, Head-of-Wall, and Bottom-of-Wall Joint Firestopping Systems:

1. Assembly Rating: As indicated.
2. Nominal Joint Width: As indicated.
3. Movement Capabilities: Class I - percent compression or extension.
4. For joint firestopping systems in smoke barriers:

   a. L-Rating at Ambient: Less than 5.0 cfm/ft.
   b. L-Rating at 400 Deg F: Less than 5.0 cfm/ft.

C. Head-of-Wall Fire-Resistive Joint Systems FRJS:

1. UL-Classified Systems: HW-D-0009 or HW-D-0109.
2. Assembly Rating: 2 hour.
3. Nominal Joint Width: 1 inch.

D. Joints at Exterior Curtain-Wall/Floor Intersections: Provide joint firestopping systems with rating determined per ASTM E2307.

1. Basis-of-Design Product: Subject to compliance with requirements, provide QuickSeal by Hilti, Inc., or a comparable product by one of the following:

    a. 3M Fire Protection Products.
    b. ClarkDietrich.
    c. RectorSeal Firestop; a CSW Industrials Company.
    d. Rockwool International.
    e. Specified Technologies, Inc.
    f. Thermafiber, Inc.; an Owens Corning company.
    g. Tremco, Inc.

2. F-Rating: Equal to or exceeding the fire-resistance rating of the floor assembly.

E. Movement Capabilities: Class II and III – 25% Compression, 12% Extension.

END OF SECTION 07 8446

SECTION 07 9213 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.
4. Acoustical joint sealants.

B. Related Sections:

1. Section 04 2000 "Unit Masonry" for masonry control and expansion joint fillers and gaskets.
2. Section 07 8446 "Fire-Resistive Joint Systems" for sealing joints in fire-resistance-rated construction.
3. Section 08 8000 "Glazing" for glazing sealants.
4. Section 09 2900 "Gypsum Board" for sealing perimeter joints.
5. Section 09 5113 "Acoustical Panel Ceilings" for sealing edge moldings at perimeters with acoustical sealant.

1.2 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Use ASTM C 1087 or manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Submit not fewer than eight pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:

   a. Each kind of sealant and joint substrate indicated.

3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

   a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
      1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer and testing agency.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

E. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

F. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

G. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

D. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Pecora Corporation; 898.

2.3 URETHANE JOINT SEALANTS

A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; Sonolastic NP1.
b. Bostik, Inc.; Chem-Calk 915.
c. Pacific Polymers International, Inc.; Elasto-Thane 230 Type II.
d. Pecora Corporation; Dynatrol I-XL.
e. Polymeric Systems, Inc.; Flexiprene 1000.
f. Sika Corporation, Construction Products Division; Sikaflex - 1a.
g. Tremco Incorporated; Vulkem 116.

B. Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920. Type S, Grade NS, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; Sonolastic NP1.
b. Pacific Polymers International, Inc.; Elasto-Thane 230 Type II.
c. Sika Corporation, Construction Products Division; Sikaflex - 1a.
d. Tremco Incorporated; Vulkem 116.

C. Single-Component, Pourable, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; Sonolastic SL 1.
b. Bostik, Inc.; Chem-Calk 950.
c. Pecora Corporation; Urexpan NR-201.
d. Sika Corporation. Construction Products Division; Sikaflex - 1CSL.
e. Tremco Incorporated; Vulkem 45.

2.4 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; Sonolac.
b. Bostik, Inc.; Chem-Calk 600.
c. Tremco Incorporated; Tremflex 834.

2.5 ACOUSTICAL JOINT SEALANTS

A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Pecora Corporation; AC-20 FTR.
b. USG Corporation; SHEETROCK Acoustical Sealant.

2.6 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.7 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.
    c. Unglazed surfaces of ceramic tile.
    d. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.
    c. Porcelain enamel.
    d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:

a. Isolation and contraction joints in cast-in-place concrete slabs.

2. Urethane Joint Sealant: Single component, pourable, traffic grade.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Construction joints in cast-in-place concrete.
b. Joints between plant-precast architectural concrete units.
c. Control and expansion joints in unit masonry.
d. Joints in exterior insulation and finish systems.
e. Joints between metal panels.
f. Joints between different materials listed above.
g. Perimeter joints between materials listed above and frames of doors windows and louvers.

2. Urethane Joint Sealant: Single component, nonsag, Class 25.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

1. Joint Locations:

a. Isolation joints in cast-in-place concrete slabs.
b. Control and expansion joints in tile flooring.

2. Urethane Joint Sealant: Single component, nonsag, traffic grade.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Perimeter joints of exterior openings where indicated.
c. Tile control and expansion joints.
d. Vertical joints on exposed surfaces of interior unit masonry walls.
e. Joints on underside of plant-precast structural concrete planks.
f. Perimeter joints between interior wall surfaces and frames of interior doors windows and elevator entrances.

2. Joint Sealant: Latex.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Sealant Location:

a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints where indicated.

2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

F. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Location:

    a. Acoustical joints where indicated.
    b. Other joints as indicated.

2. Joint Sealant: Acoustical.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

END OF SECTION 07 9213

SECTION 08 3113 – ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Wall access doors and frames.
2. Fire-rated wall access doors and frames.
3. Ceiling access doors and frames.
4. Fire-rated ceiling access doors and frames.

1.2 SUBMITTALS

A. Product Data: For each type of door and frame indicated. Include construction details relative to materials, individual components and profiles, finishes, and fire ratings (if required) for access doors and frames.

B. Schedule: Provide complete door and frame schedule, including types, general locations, sizes, construction details, latching or locking provisions, and other data pertinent to installation.

C. Coordination Drawings: Reflected ceiling plans drawn to scale and coordinating penetrations and ceiling-mounted items with concealed framing, suspension systems, piping, ductwork, and other construction. Show the following:

1. Method of attaching door frames to surrounding construction.
2. Ceiling-mounted items including access doors and frames, lighting fixtures, diffusers, grilles, speakers, sprinklers, and special trim.

1.3 QUALITY ASSURANCE

A. Source Limitations: Obtain doors and frames through one source from a single manufacturer.

B. Fire-Rated Access Doors and Frames: Units complying with NFPA 80 that are identical to access door and frame assemblies tested for fire-test-response characteristics per the following test method and that are labeled and listed by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction:

1. NFPA 252 or UL 10B for vertical access doors.
2. ASTM E 119 and NFPA 251 or UL 263 for horizontal access doors and frames.
3. Temperature Rise Rating: Provide floor doors that have a temperature rise rating of 325 deg F (163 deg C) maximum in 2 hours of fire exposure.

C. Size Variations: Obtain Architect's acceptance of manufacturer's standard-size units, which may vary slightly from sizes indicated.

1.4 COORDINATION

A. Verification: Determine specific locations and sizes for access doors needed to gain access to concealed equipment, and indicate on schedule specified in "Submittals" Article.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Access Doors:

   a. Cierra Products Inc.
   b. Elmdor/Stoneman; Div. of Acorn Engineering Co.
   c. Karp Associates, Inc.
   d. Nystrom Building Products Co.

2.2 MATERIALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B, with A60 (ZF180) zinc-iron-alloy (galvannealed) coating or G60 (Z180) mill-phosphatized zinc coating; stretcher-leveled standard of flatness; with minimum thickness indicated representing specified thickness according to ASTM A 924/A 924M.

C. Drywall Beads: Edge trim formed from 0.0299-inch (0.76-mm) zinc-coated steel sheet formed to receive joint compound and in size to suit thickness of gypsum board.

2.3 PAINT

A. Shop Primers: Provide primers that comply with Division 9 Section "Painting."

B. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

2.4 ACCESS DOORS AND FRAMES

A. Flush, Insulated, Fire-Rated Access Doors and Trimless Frames: Fabricated from metallic-coated steel sheet. Use stainless steel sheet for access doors in kitchens, toilet rooms, shower rooms, and pool rooms.

1. Locations: Gypsum board and plaster wall surfaces requiring a fire rating.
2. Door Size: Minimum 2'x 2', unless indicated otherwise.
3. Fire-Resistance Rating: As required for rated assembly.
4. Temperature Rise Rating: 250 deg F at the end of 30 minutes.
5. Door: Flush panel with a core of mineral-fiber insulation enclosed in sheet metal with a minimum thickness of 0.036 inch.
6. Frame: Minimum 0.060-inch-thick sheet metal with drywall bead or plaster bead.
7. Hinges: Concealed continuous piano hinge.
8. Automatic Closer: Spring type.
9. Lock: Key-operated lock with mortise cylinder, specified in Division 08 Section "Door Hardware" with interior release.

B. Flush, Uninsulated, Fire-Rated Access Doors and Frames with Exposed Trim: Fabricated from metallic-coated steel sheet. Use stainless steel sheet for access doors in kitchens, toilet rooms, shower rooms, and pool rooms and crawl spaces.

1. Locations: Masonry and ceramic-tile wall surfaces.
2. Door Size: Minimum 2'x 2', unless indicated otherwise.
3. Fire-Resistance Rating: As required for rated assembly.
4. Door: Minimum 0.060-inch- thick sheet metal, flush construction.
5. Frame: Minimum 0.060-inch-thick sheet metal with 1-1/4-inch-wide, surface-mounted trim.
6. Hinges: Concealed continuous piano hinge.
7. Automatic Closer: Spring type.
8. Lock: Prepared to receive mortise cylinder lock, specified in Division 08 Section "Door Hardware" with interior release.

C. Flush Access Doors and Frames with Exposed Trim: Fabricated from metallic-coated steel sheet. Use stainless steel sheet for access doors in kitchens, toilet rooms, shower rooms, and pool rooms.

1. Locations: Masonry and ceramic-tile wall surfaces.
2. Door Size: 2 feet wide by 4 feet high for toilet room chases.
3. Door: Minimum 0.060-inch- thick sheet metal, set flush with exposed face flange of frame.
4. Frame: Minimum 0.060-inch-thick sheet metal with 1-1/4-inch-wide, surface-mounted trim.
5. Hinges: Concealed continuous piano hinge.
6. Lock: Key-operated lock with mortise cylinder, specified in Division 08 Section "Door Hardware".

D. Recessed Access Doors and Trimless Frames: Fabricated from metallic-coated steel sheet. Use stainless steel sheet for access doors in kitchens, toilet rooms, shower rooms, and pool rooms.

1. Locations: Gypsum board and plaster wall and ceiling surfaces.
2. Door Size: Minimum 2'x 2', unless indicated otherwise.
3. Door: Minimum 0.060-inch-thick sheet metal in the form of a pan recessed 5/8 inch for gypsum board and plaster infill.
4. Frame: Minimum 0.060-inch-thick sheet metal with drywall bead for gypsum board surfaces and plaster bead for plaster surfaces.
5. Hinges: Concealed pivoting rod hinge for ceiling applications and continuous (piano) hinge for wall applications.
6. Lock: Key-operated lock with mortise cylinder, specified in Division 08 Section "Door Hardware".

2.5 FABRICATION

A. General: Provide access door assemblies manufactured as integral units ready for installation.

B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

C. Steel Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish attachment devices and fasteners of type required to secure access panels to types of supports indicated.

1. Exposed Flanges: As indicated.
2. For trimless frames with drywall bead for installation in gypsum board assembly, provide edge trim for gypsum board securely attached to perimeter of frames.
3. For trimless frames with plaster bead for full-bed plaster applications, provide zinc-coated expanded metal lath and exposed casing bead welded to perimeter of frames.
4. Provide mounting holes in frames to attach frames to metal framing in plaster and drywall construction and to attach masonry anchors in masonry construction. Furnish adjustable metal masonry anchors.

D. Recessed Access Doors: Form face of panel to provide recess for application of applied finish. Reinforce panel as required to prevent buckling.

1. For recessed doors with plaster infill, provide self-furring expanded metal lath attached to door panel.

E. Latching Mechanisms: Furnish number required to hold doors in flush, smooth plane when closed.

1. For cylinder lock, furnish two keys per lock and key all locks alike.
2. For recessed panel doors, provide access sleeves for each locking device. Furnish plastic grommets and install in holes cut through finish.
3. For doors with latches released by and locks operated by mortise cylinders, prepare access doors for cylinders specified in Division 08 Section "Door Hardware."

2.6 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal fabrications after assembly.

2.7 METALLIC-COATED STEEL FINISHES

A. Galvanizing of Steel Shapes and Plates: Hot-dip galvanize items indicated to comply with applicable standard listed below:

1. ASTM A 123/A 123M, for galvanizing steel and iron products.
2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.

B. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. For galvanized surfaces, apply, after cleaning, a conversion coating suited to the organic coating to be applied over it. For metallic-coated surfaces, clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified below to comply with ASTM A 780.

1. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

C. Factory Priming for Field-Painted Finish: Apply shop primer immediately after cleaning and pretreating.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with manufacturer's written instructions for installing access doors and frames.

B. Set frames accurately in position and attach securely to supports with plane of face panels aligned with adjacent finish surfaces.

C. Install access doors with trimless framesand floor doors flush with adjacent finish surfaces or recessed to receive finish material.

3.2 ADJUSTING AND CLEANING

A. Adjust doors and hardware after installation for proper operation.

B. Remove and replace doors and frames that are warped, bowed, or otherwise damaged.

END OF SECTION 08 3113

SECTION 09 2216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for interior gypsum board assemblies.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, indicating metal thicknesses for each size. Where equivalent gauge studs are submitted, provide evaluation reports certified under an independent third-party inspection program administered by an agency accredited by IAS to ICC-ES AC98 IAS accreditation criteria for inspection agencies. Provide data indicating each stud's equivalency to specified minimum base-steel thickness.

B. Framing Details for each type of opening.

C. Floor plans marked with size and spacing of studs used in framed partitions, indication of whether walls continue to underside of structure, and whether or not the partition is fire-rated.

1.4 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified in accordance with the product-certification program of the Steel Framing Industry Association (SFIA) or similar organization providing a verifiable code-compliance program.

PART 2 - PRODUCTS

2.1 NON-LOAD-BEARING STEEL FRAMING, GENERAL

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with AISI S220 requirements for metal, unless otherwise indicated.
2. Protective Coating: Comply with AISI S220; Framing members must have a protective coating conforming to Specification A 653/A 653M - G40 hot dipped galvanized minimum or shall have a protective coating with an equivalent corrosion resistance. Galvannealed products are unacceptable.

    a. Coating to demonstrate equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: Provide materials and construction identical to those tested according to ASTM E 119.

B. STC-Rated Assemblies: Provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413.

C. Design framing systems in accordance with AISI S220, unless otherwise indicated.

2.3 FRAMING SYSTEMS

A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

B. Steel Studs and Runners: AISI S220 Standard for Cold-Formed Steel Framing – Nonstructural Members and C 754 Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products. Use either steel studs and runners or steel studs and runners of demonstrated equivalent minimum base-steel thickness.

1. Minimum Base-Metal Thicknesses:

   a. For Door Opening Framing for up to 2'-8" wide doors weighing 100 lbs. or less: 0.018 inch (25-gage).
   b. For non-fire-rated solid-core doors up to 200 lbs: 0.033 inch (20-gage).
   c. For fire-rated door frames: 0.033 inch (20-gage)
   d. For doors up to 4'-0" wide or doors up to 300 lbs.: Nested or double studs of 0.033 inch (20-gage) minimum.
   e. For pairs of doors, follow ASTM C 754.
   f. For framing supporting cementitious backer board and ceramic tile: 0.043 inch (18-gage).
   g. For ceramic tile on gypsum board backing: 0.033 inch (20-gage).
   h. For standard partitions with 5/8" gypsum wallboard on each side, with a maximum deflection of L/240, do not exceed the height limitations of ASTM C 754 or the steel stud manufacturer's requirements.

2. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide one of the following in thickness not less than indicated for studs and in width to accommodate depth of studs:

1. Single Long-Leg Runner System: AISI S220 top runner with 2-inch-deep flanges, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
2. Double-Runner System: AISI S220 top runners, inside runner with 2-inch-deep flanges and fastened to studs, and outer runner sized to friction fit inside runner.
3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes due to deflection of structure above.

   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

      1) ClarkDietrich; MaxTrak Slotted Deflection Track.
      2) MBA Building Supplies; FlatSteel Deflection Track, Slotted Deflecto Track.
      3) Steel Network Inc. (The); VertiClip SLD, VertiTrack VTD Series.
      4) Telling Industries; Vertical Slip Track, Vertical Slip Track II.

D. Firestop Tracks: Manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. ClarkDietrich: BlazeFrame DL.
    b. Fire Trak Corp.; Fire Trak System attached to studs with Fire Trak Posi Klip
    c. Metal-Lite, Inc.; The System.

E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.033 inch (20-gage).

F. Cold-Rolled Channel Bridging: Steel, 0.053-inch (16-gage) minimum base-metal thickness, with minimum 1/2-inch-wide flanges.

1. Depth: 1-1/2 inches.
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.

G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

1. Minimum Base-Metal Thickness: 0.033 inch (20-gage).
2. Depth: As indicated on Drawings.

H. Resilient Furring Channels: 1/2-inch-deep, steel sheet members designed to reduce sound transmission.

1. Configuration: Asymmetrical or hat shaped.

I. Cold-Rolled Furring Channels: 0.053-inch (16-gage) uncoated-steel thickness, with minimum 1/2-inch-wide flanges.

1. Depth: As indicated on Drawings.
2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch (20-gage.
3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

J. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 3/4 inch, minimum uncoated-metal thickness of 0.018 inch (25-gage), and depth required to fit insulation thickness indicated.

2.4 AUXILIARY MATERIALS

A. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide asphalt saturated organic felt or foam gasket.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.2 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings or to some specified height above the finished ceiling. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.

    a. Install two studs at each jamb unless otherwise indicated.
    b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure. Install diagonal bracing from door head and jamb framing to structure on both sides of partition for doors over 36” wide.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.

    a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
6. Curved Partitions:

    a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.

    b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.

E. Direct Furring:

1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, with foam or felt separation between studs and masonry.

F. Z-Furring Members:

1. Erect rigid insulation vertically and hold in place with Z-furring members spaced 24 inches o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment.

3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

END OF SECTION 09 2216

SECTION 09 2900 – INTERIOR GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Accessories.
3. Sound Attenuation Blankets.
4. Acoustical Sealants.

1.3 DEFINITIONS

A. Below Grade Wall: The opposite side of the wall is backfilled, unexcavated, or a crawl space.

B. Critical Lighting: Natural or artificial lighting that makes gypsum board joint treatments detectable. Room finish schedule identifies walls and ceilings affected by critical lighting.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Plan: Indicate location of each type of gypsum wallboard or backerboard using material designation in Part 2 of this Section. Where a UL rated assembly is required, indicate compliance with the product listed in that assembly.

1.5 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

B. Do not install gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

C. Low-Emitting Materials: For ceiling and wall assemblies, provide materials and construction identical to those tested in assembly and complying with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

B. Location for each type: Location for use of each type is included below or is included in the requirements for fire-rated assemblies.

2.3 INTERIOR GYPSUM BOARD

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Gypsum.
2. CertainTeed Corp.
3. Georgia-Pacific Gypsum LLC.
4. Lafarge North America Inc.
5. National Gypsum Company.
6. PABCO Gypsum.
7. Temple-Inland.
8. USG Corporation.

B. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. Application: Use for exposed vertical surfaces except areas receiving ceramic or porcelain tile or indicated to receive Abuse-Resistant Gypsum Board.
2. Thickness: 5/8 inch.
3. Long Edges: Tapered and featured (rounded or beveled) for prefilling.

C. Abuse-Resistant Gypsum Board: ASTM C 1629, Level 2, with moisture and mildew resistance.

1. Application: Use for all exposed vertical surfaces from finish floor to 8’-0” above finish floor, except areas receiving ceramic or porcelain tile, unless indicated otherwise.
2. Basis-of-Design Product: Provide USG, Sheetrock, Mold Tough AR Firecode Core or equivalent by other named manufacturers below:

a. Certain Teed Corporation.
b. Temple Inland, Inc.
c. National Gypsum Co.

3. Core: 5/8", Type X where required for fire-rated assemblies
4. Long Edges: Tapered.
5. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

D. Gypsum Ceiling Board: ASTM C 1396/C 1396M.

1. Thickness: 1/2 inch.
2. Long Edges: Tapered.

E. Flexible Gypsum Board: ASTM C 1396, manufactured to bend to fit tight radii and to be more flexible than standard regular-type panels of the same thickness.

1. Application: Where required for curved surfaces.
2. Thickness: 1/4 inch.
3. Long Edges: Tapered.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Paper-faced galvanized steel sheet.
2. Shapes:

a. Cornerbead.
b. Bullnose bead.
c. LC-Bead: J-shaped; exposed long flange receives joint compound.
d. L-Bead: L-shaped; exposed long flange receives joint compound.
e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
f. Expansion (control) joint.
g. Curved-Edge Cornerbead: With notched or flexible flanges.

B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Fry Reglet Corp.
b. Gordon, Inc.
c. Pittcon Industries.
d. Schluter.

2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
3. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.
4. Reveal (REV-1) Fry Reglet or equal; Model #DRM-625-75; Reveal Width: 3/4", Depth: 5/8"; located as indicated on drawings; Do not paint.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Glass-Mat Gypsum Board: 10-by-10 glass mesh.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.

   a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound or high-build interior coating product designed for application by airless sprayer and to be used instead of skim coat to produce Level 5 finish.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Laminating adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

E. Sound Barrier: 1lb/sf EVA-based Mass Loaded Vinyl

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Wall Blokker : STC 26, 1lb/sf, 1/8” thick.

F. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Accumetric LLC; BOSS 824 Acoustical Sound Sealant.
b. Grabber Construction Products; Acoustical Sealant GSC.
c. Pecora Corporation; AIS-919. Use AC-20 FTR in fire-rated partitions.
d. Specified Technologies, Inc.; Smoke N Sound Acoustical Sealant.
e. USG Corporation; SHEETROCK Acoustical Sealant.

2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

D. Form control and expansion joints with space between edges of adjoining gypsum panels.

E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.

F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

H. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. On partitions/walls, apply gypsum panels vertically (parallel to framing) or horizontally (perpendicular to framing) as recommended by panel manufacturer for each condition, or unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

    a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.

3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

B. Multilayer Application:

1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
4. Fastening Methods: Fasten base layers and face layers separately to supports with screws where required by fire-resistance rated assembly and unless indicated otherwise. Fasten base layers with screws; fasten face layers with adhesive and supplementary fasteners where directed by Architect.

C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

D. Curved Surfaces:

1. Install panels horizontally (perpendicular to supports) and unbroken, to extent possible, across curved surface plus 12-inch-long straight sections at ends of curves and tangent to them.
2. For double-layer construction, fasten base layer to studs with screws 16 inches o.c. Center gypsum board face layer over joints in base layer, and fasten to studs with screws spaced 12 inches o.c.
3. Fasten with corrosion-resistant screws.

3.4 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Control Joints: Install control joints at locations indicated on Drawings and according to ASTM C 840 above both sides of doorways, in specific locations approved by Architect for visual effect and so no joints are farther apart than 30 feet, and where new and existing partitions align in place.

C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.
2. Bullnose Bead: Use where indicated.
3. LC-Bead: Use at exposed panel edges.
4. L-Bead: Use where gypsum board abuts other materials.
5. U-Bead: Use at exposed edges.
6. Curved-Edge Cornerbead: Use at curved openings.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile or acoustical tile.
3. Level 3: Not used.
4. Level 4: At all locations where exposed to view and finished with flat, semi-gloss or gloss paints.
5. Level 5: Not used.

E. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09 2900

SECTION 09 5113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical mineral fiber and metal panels and exposed suspension systems for ceilings.

B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.

1. Acoustical Panel: One 6-inch-square Samples of each type, color, pattern, and texture.
2. Exposed Suspension-System Members, Moldings, and Trim: One 6-inch-long Samples of each type, finish, and color.

C. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components (panel name and grid type).
2. Structural members to which suspension systems will be attached.
3. Size and location of initial access modules for acoustical panels.
4. Items penetrating finished ceiling including the following:

    a. Lighting fixtures.
    b. Air outlets and inlets.
    c. Speakers.
    d. Sprinklers.
    e. Access panels.
    f. Projectors and/or television mounts.
    g. Roller shade ceiling mounts.

5. Perimeter moldings.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Acoustical Ceiling Panels

    a. Full-sized panels equal to two percent of quantity installed, but no less than 2 full boxes of each type of panel used on the Project, unless noted otherwise – Turn over to Owner
    b. Full-sized panels of APC-1B (Corridor tile) – 2 full boxes

2. Suspension-System Components: Quantity of each exposed component equal to two percent of quantity installed.
3. Retention Clips: Equal two (2) percent of quantity installed.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7 for Seismic zones 0-2.

B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Twenty-Five (25) or less. Comply with ASTM E 1264 for Class A materials.
2. Smoke-Developed Index: Fifty (50) or less.

2.2 ACOUSTICAL PANELS, GENERAL

A. Low-Emitting Materials: Acoustical panel ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Source Limitations:

1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
2. Suspension System: Obtain each type from single source from single manufacturer.

C. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.

D. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface according to ASTM E 795.

E. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type as shown on Drawings.

1. Match existing ceilings panels where new panels are required.

F. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.3 ACOUSTICAL PANEL PRODUCTS

A. Refer to Drawings for the Basis-of-Design acoustical Lay-In Ceiling Panels, edge conditions and Suspension Systems.

B. Refer to Reflected Ceiling Drawings for representation of grid dimension.

C. Subject to compliance with requirements, provide Basis-of-Design products indicated on the Drawings manufactured by **USG Interiors, Inc**., or comparable products manufactured by the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Architectural

2.4 METAL SUSPENSION SYSTEMS, GENERAL

A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.

B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five (5) times that imposed by ceiling construction, as determined by testing according to ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.

   a. Type: Cast-in-place anchors or post-installed threaded anchors.
   b. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316 for bolts; Alloy 304 or 316 for anchor.

2. Power-Actuated Fasteners in Concrete: Not Permitted

C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch diameter wire.

D. Hold-Down or Retention Clips: Where indicated, provide manufacturer's standard hold-down clips spaced 24 inches o.c. on all cross tees.

2.5 METAL EDGE MOLDINGS AND TRIM

A. Manufacturers: Subject to compliance with requirements, provide products by the manufacturer of the suspension system.

B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, suspension system manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
4. For narrow-face suspension systems, provide suspension system and manufacturer's standard edge moldings that match width and configuration of exposed runners.
5. For ceiling systems adjacent to masonry walls, provide stepped edge molding that forms 3/4- by 3/4-inch (19- by 19-mm) reveal at masonry.

2.6 ACOUSTICAL SEALANT

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1. Acoustical Sealant for Exposed and Concealed Joints:

   a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
   b. USG Corporation; SHEETROCK Acoustical Sealant.

2. Acoustical Sealant for Concealed Joints:

   a. Henkel Corporation; OSI Pro-Series SC-175 Acoustical Sound Sealant.
   b. Pecora Corporation; AIS-919.
   c. Tremco, Inc.; Tremco Acoustical Sealant.

B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Exposed and Concealed Joints: Non-sag, paintable, non-staining latex sealant.
2. Concealed Joints: Nondrying, non-hardening, non-skinning, non-staining, gunnable, synthetic-rubber sealant.
3. Acoustical sealants shall comply with the VOC limits for this product used within the Commonwealth of Pennsylvania.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.

2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.

4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.

6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, post-installed mechanical or adhesive anchors.

7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.

8. Do not attach hangers to steel roof deck by piercing the deck or to steel deck tabs. Attach hangers to structural members.

9. Space hangers a maximum of 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.

10. Size supplemental suspension members and hangers to support light fixtures, access panels, speakers and other ceiling loads within performance limits established by referenced standards and publications.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or post-installed anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.

3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. Arrange directionally patterned acoustical panels as follows:

   a. As indicated on reflected ceiling plans.

2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.

3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.

4. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

5. Install hold down or impact clips in areas indicated. Space as recommended by panel manufacturer's written instructions unless otherwise indicated.

6. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

3.4 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 5113

SECTION 09 9123 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following substrates:

1. Concrete masonry units (CMU).
2. Steel.
3. Galvanized metal.
4. Gypsum board/ Plaster.

1.2 DEFINITIONS

A. Definitions of gloss levels below are from "MPI Architectural Painting Specification Manual"

1. Gloss Level 1: (Flat, Matte) Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
2. Gloss Level 2: (Flat, Velvet-like) Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
3. Gloss Level 3: (Eggshell) 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
4. Gloss Level 4: (Satin) 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
5. Gloss Level 5: (Semi-Gloss) 35 to 70 units at 60 degrees, according to ASTM D 523.
6. Gloss Level 6: (Gloss) 70 to 85 units at 60 degrees, according to ASTM D 523.

B. MPI: Master Painters Institute

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Provide a schedule of each paint system for each substrate listing primer, intermediate and top coat, along with level of gloss and sheen and VOC content.

C. Samples for Initial Selection: For each type of topcoat product.

D. Samples for Verification: For each color and gloss level of topcoat.

1. Submit Samples, 8 inches square minimum.
2. Label each Sample for location and application area.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: Provide 1 quart of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Sherwin Williams Company (The)
2. PPG Architectural Finishes, Inc.
3. Benjamin Moore & Co.
4. Pratt & Lambert.
5. Tnemec.
6. Pro Cyc

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction[and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings: 50 g/L.

2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

C. Colors: As indicated on Drawings.

2.3 PROFILERS FOR GALVANIZED METAL

A. Cleaner, Etching, for Galvanized Metal:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

   a. Sherwin-Williams Company (The); Great Lakes Laboratories Clean ‘n Etch, 899.
   b. PPG Architectural Finishes, Inc.; Greensolv, G-Clean, 307

2.4 BLOCK FILLERS FOR NEW CONCRETE BLOCK

A. Block Filler, Latex, Interior/Exterior.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

   a. Sherwin-Williams Company (The); PrepRite, Int/Ext Block Filler, B25W25.
   b. Benjamin Moore & Co.; Moorcraft, Super Craft Latex Block Filler, 285-01
   c. Benjamin Moore & Co.; Moorspec, Int/Ext Latex Block Filler, 59501.
   d. PPG Architectural Finishes, Inc.; Speedhide, Int/Ext Masonry Block Filler, 6-15.

2.5 PRIMERS/ SEALERS

A. Primer for previously painted Concrete Block:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

   a. Sherwin-Williams Company (The); Extreme Bond Primer, B51-1150
   b. PPG Architectural Finishes, Inc.; Bonding Primer “Seal Grip” Acrylic Universal Primer 17-921

B. Primer Sealer, Latex, Interior, for Gypsum Wallboard Ceilings and Walls.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

   a. Sherwin-Williams Company (The); ProMar 200 Zero VOC Latex Primer, B28W2600.
   b. Benjamin Moore & Co.; Regal, First Coat Latex Primer/Undercoater, 216.

c. PPG Architectural Finishes, Inc.; Speedhide, Int. Latex Primer Sealer, 6-2 or Pure Performance Interior Latex Primer 9-900.

C. Primer for Interior Galvanized Metal (after cleaning and etching): Not for use on factory-primed galvanized metal.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Sherwin-Williams Company (The); Pro-Industrial Pro-Cryl Universal Metal Primer B66W310.
b. PPG Architectural Finishes, Inc.: Interior/Exterior WB Industrial Primer 90-912.
c. Benjamin Moore: Super Spec HP Acrylic Metal Primer P04/KP04.

D. Rust Inhibitive Primer, for Interior or Exterior Ferrous Metals.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Sherwin-Williams Company (The); ProIndustrial Pro Universal Metal Primer B66W310
b. PPG Architectural Finishes, Inc.: Pitt-Tech Plus Int/Ext DTM Industrial Primer 90-909 (gray) or 90-912 (white).

2.6 WATER-BASED INTERMEDIATE AND TOP COATS

A. General: The gloss level of paints is determined by the schedule at end of Section. All surfaces are to have a filler and/or primer/sealer, an intermediate coat and a top coat, except for Dry Fall paints.

B. Latex, Interior, Flat, (Gloss Level 1 or 2): For ceilings on Gypsum Wallboard except in janitor's closets and restrooms.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Sherwin-Williams Company (The); ProMar 200 Zero VOC Latex Flat, B30-12650 series
b. PPG Architectural Finishes, Inc.: Speedhide 6-70 Interior Latex Flat (for ceilings)

C. High Performance Architectural Latex, Interior, Eggshell/ Satin (Gloss Level 3): For walls on gypsum wallboard and concrete masonry units.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Sherwin-Williams Company (The); ProMar 200 HP Zero VOC Acrylic Eg-Shel, B20-1950 series
b. PPG Architectural Finishes, Inc.: Manor Hall Interior 100% Acrylic Latex-Eggshell 83-310.

2. Water-Based Epoxy Coating System (MPI INT 9.2F Premium Grade)

a. Sherwin-Williams Company (The)

1) Prime Coat Sherwin-Williams: ProMar 200 Zero VOC Latex Primer B28W2600.
2) Intermediate Coat: SW: Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 series or Gloss B73-300 series.
3) Topcoat: SW: Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 series or Gloss B73-300 series.

b. PPG Architectural Finishes, Inc:

1) Prime Coat PPG Architectural Finishes, Inc.; Speedhide, Int. Latex Primer Sealer, 6-2.
2) Intermediate Coat: Aquapon, Waterborne Epoxy, 98-1
3) Topcoat: Aquapon, Waterborne Epoxy, 98-1

D. Latex, Interior, Semi-Gloss, (Gloss Level 5): Ferrous Metal Doors, Frames, Borrowed Lights frames, handrails.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Sherwin-Williams Company (The); Pro Industrial DTM Acrylic Semi-Gloss, B66-1100 series.
b. PPG Architectural Finishes, Inc.; Speedhide, Interior Enamel Latex Semi-Gloss 9-6500.

2.7 URETHANE BASED COATINGS

A. Urethane based, Semi-Gloss (Gloss Level 5) for exterior galvanized steel doors, frames, lintels:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to, the following:

a. Sherwin-Williams Company (The); Hi-Solids Polyurethane Semi-Gloss, B65-350 series or Gloss, B65-300 series.
b. PPG Architectural Finishes, Inc.; Pitthane High Build Semi-Gloss Urethane 95-8800

2.8 "GREEN SCREEN" PAINT (PNT-6)

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to, the following:

1. Pro Cyc Virtual Green Chroma Key Paint and Grey Bonding Primer

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Masonry (Clay and CMU): 12 percent.
2. Wood: 15 percent.
3. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
2. Where material is factory-primed, contractor is to verify that the finish coats are compatible with the factory-primed surface.

D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:

1. SSPC-SP 2, "Hand Tool Cleaning."

F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

B. Use applicators and techniques suited for paint and substrate indicated.

1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
2. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in equipment rooms:

   a. Equipment, including panelboards.
   b. Pipe hangers and supports.
   c. Metal conduit.
   d. Tanks that do not have factory-applied final finishes.

2. Paint the following work where exposed in occupied spaces:

   a. Equipment, including panelboards.
   b. Uninsulated metal piping.
   c. Pipe hangers and supports.
   d. Metal conduit.
   e. Other items as directed by Architect.

3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces. Paint black color.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. Paint scrapings, used paint filters, rags and other materials wetted or saturated with products that have the potential to spontaneously combust according to NFPA Handbook or manufacturer's product data, should not be left unattended. Clean up and properly dispose of these materials promptly at the end of each work day. To dispose of these materials properly, thoroughly wet the contaminated materials with water and place them in a noncombustible container with a tight-fitting lid, or place them in a water-filled metal container in accordance with NFPA 33 Standard, 2007

C. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

D. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 GLOSS SCHEDULE

A. For intermediate and top coats, the required gloss levels are as follows unless noted otherwise on the Drawings:

1. Gypsum Board Ceilings: Flat.
2. Gypsum Board Walls: Eggshell / Satin.
3. Concrete Block: Eggshell / Satin.
4. Metal Doors, Frames, Borrowed Light Frames (interior): Semi-Gloss.
5. Metal Doors, Frames, Lintels (exterior): Semi-Gloss.
6. Galvanized metal doors, frames, lintels: Semi-Gloss.
7. Structural Steel: Exposed: Eggshell / Satin.

END OF SECTION 09 9123