(3)
2013

SPECIFICATIONS

READING PUBLIC LIBRARY -
NORTHEAST BRANCH IMPROVEMENTS
NORTHWEST BRANCH IMPROVEMENTS
SOUTHEAST BRANCH IMPROVEMENTS

LIBERTY FIRE COMPANY IMPROVEMENTS

DEPARTMENT OF PUBLIC WORKS
COMMUNITY DEVELOPMENT DEPARTMENT

FOR THE CITY OF READING

PENNSYLVANIA

C O N T R A C T
Between
CITY OF READING
and
UHRIG CONSTRUCTION, INC.

For Main Branch Remediation and Improvements; Southeast Branch - Library Improvements; Northeast Branch - Library Improvements; Northwest Branch - Library Improvements; and Liberty Fire Company - Masonry

Improvements, Operations Division,
Department of Public Works and
Department of Community Development.

RECEIVED: 6/19/2013 REVIEWED: _____

CERTIFICATE OF APPROPRIATION

We, Matthew Bembenick Director of Finance, and David Cituk City Auditor, of the City of Reading, Pennsylvania, do hereby certify:

That item, 32-10-00-4216 32-10-46, 32-10-46-02, 32-10-46-03, 32-10-46-01, 32-10-26-02 of an appropriation to the Department of Department of Community Development for the fiscal year 2013 designated I the foregoing contract, involving an appropriation of money, as the item of appropriation upon which said contract is founded, is the item of appropriation upon which said contract is founded.

That the estimated amount of the expenditures to be made under said contract, **SHALL BE:** eighty-five thousand dollars and no cents DOLLARS, $85,000.00

AS FOLLOWS: Main Branch Remediation and Improvements; Southeast Branch Library Improvements; Northeast Branch Library Improvements;Northwest Branch Library Improvements; and Liberty Fire Company-Masonry Improvements Operations Division, DepaRTMENT OF Public Works and Department of ~~Community Development.~~

JHRIG CONSTRUCTIONJ, INC. CONTRACTOR shall be charged against said item and that a sufficient appropriation has been made for the payment thereof.

Martha M Cituk

Director of Finance

David M. Cituk 7-1-13

City Auditor

Reading, PA, 6/19, 20 13

CITY OF READING, PENNSYLVANIA

DEPARTMENT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
ROOM 2-45
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6207

TAMMI REINHART
PURCHASING COORDINATOR

April 29, 2013

Uhrig's Construction
1700 N. 5th Street
Reading, PA 19601

Dear Madam or Sir:

The City of Reading has awarded you the contract for the Library Branches Improvements and the Liberty Fire Station Improvements for the City of Reading.

This award is made in accordance with proposals received in the Office of the Purchasing Coordinator.

The City Solicitor will notify you when the necessary papers are ready for signature.

Sincerely,

Tammi Reinhart
Purchasing Coordinator

cc: Charles Jones, Public Works Director
Dave Ruyak, Acting Operations Division Manager
Neil Nemeth, CD Specialist

DEPARTMENT OF LAW
MAY 10 2013
11:40 AM
RECEIVED
from Purchasing

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1

RFP: ~~City Hall Access Control System~~

DUE DATE: 3:00 P.M. Prevailing Time, April 12, 2013

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

A. List of Bidder's Questions and Responses

Question 1: Northwest Branch: Drawing A3.0, Detail 5, shows the rear of the building. The detail calls for windows to be painted. After closer inspection on site, the windows are glass block with mortar joints and NOT steel frames as with the other windows on this project. What if anything is to be done with these windows?
Answer: The windows on the elevation shown in Drawing A3.0, Detail 5, are glass block and no work is required on that elevation.

Question 2: Liberty Fire Company: Will access be given by adjacent property owners to access the chimneys for the intended repairs? Is there a plan to access these chimneys and roofs?
Answer: Yes, access will be given by the adjacent property owners for the duration of the project. See the updated Specifications section *15000.2.09 Band* C for additional information.

Question 3: I would like to ask ifthe City of Reading has an estimated budget for the project listed above. I need an estimated amount to request for a bid bond and until our subs send their quotes we have nothing.
Answer: Preconstruction budget breakdowns for the Branches and Liberty Firehouse are as follows:
NE Branch - $6,720
SE Branch - $6,993
NW Branch - $5,117
Liberty - $54,000

Question 4: Section 011000 Summary – 1.02 Contract Description – Letter G: States to see Section 13200 Construction Schedule for times and durations of project. Upon review of this section it is still unclear as to when the project will start and duration of project. Please clarify.
Answer: The project will be constructed in two Phases which start simultaneously, but end at different times. See the updated Specifications section *11000.1.06 A and 11000.1.07* for additional information. In addition, as it may affect the Contractor's work, attached to this Addendum is a copy of the Library System's Branch hours of operation.

Question 5: Is there Liquidated Damages on this project
Answer: Yes, there will be liquidated damages on each of the project's Two Phases. See the updated Specifications section *11000.1.08* for additional information.

Question 6: The breakdown sheet, is this for information only, or will the City of Reading break the four jobs into different bidders?
Answer: The information is for information only and use in administering the grants.

Question 7: Can you please confirm whether or not clearances will be needed and if so which ones?
Answer: There are clearances required. Contractor personnel working at any of the three Branch Libraries shall complete two Clearance applications prior to be allowed access to the properties. The City of Reading shall review the forms and approve access for Contractor Personnel. These forms do not need to be provided as part of the Bid, but will be required prior to the start of work. The Clearances are:

1. Pennsylvania Child Abuse History Clearance
2. Pennsylvania State Police Criminal Record Check

Question 8: We are assuming we can visit the sites to view exterior work without an appointment. Could you provide us with contact names to schedule any interior site visits.
Answer: The three Branch Libraries can be visited at any time they are open for business. Please let a Library Staff person, at the front desk know when Bidders are on site, and to request access to non-public areas. The Liberty Fire House may be accessed by contacting the Construction Manager, Frank Watts, at Burkey Construction, (610) 375-8591. The work areas of Liberty Firehouse are visible from public rights of way. The Firehouse has limited hours, when it is open to the public.

PLEASE REPLACE DAVIS-BACON WAGE RATES INCLUDED IN SPECIFICATIONS WITH ATTACHED CURRENT DAVIS-BACON WAGE RATES. BIDS SHOULD BE BASED ON THE CURRENT RATES.

PLEASE BE ADVISED THE FOLLOWING SCHEDULE MUST BE MADE PART OF THE FINAL EXECUTABLE CONTRACT DOCUMENTS. THE FOLLOWING SCHEDULE IS VALID ONLY IF THE BIDS ARE OPENED WITHIN TEN (10) DAYS. ALSO, IF THE CONTRACT IS NOT AWARDED WITHIN NINETY (90) DAYS AFTER THE BID OPENING DATE, THE FOLLOWING SCHEDULE WILL NEED TO BE UPDATED AND THE SELECTED CONTRACTOR MUST AGREE TO PAY THE UPDATED RATES.

General Decision Number: PA130059 04/05/2013 PA59

Superseded General Decision Number: PA20120059

State: Pennsylvania

Construction Type: Building

County: Berks County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (Does not include residential projects consisting of single family homes and apartments up to and including 4 stories. EXCLUDES SEWAGE AND WATER TREATMENT PLANT PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/22/2013
2	04/05/2013

ASBE0023-005 07/02/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings,		

coatings and finishes to all
types of mechanical systems).....$ 32.17 21.54

BRPA0005-025 04/29/2012

	Rates	Fringes
BRICKLAYER	$ 30.92	12.97

BRPA0005-028 05/01/2011

	Rates	Fringes
TILE SETTER	$ 25.90	12.92

CARP0492-001 06/01/2012

	Rates	Fringes
CARPENTER (Including Drywall Hanging, excluding Batt Insulators)	$ 26.88	13.25

ELEC0143-004 06/01/2012

BERKS COUNTY (Bethel, Marion, and Tulpehocken Townships)

	Rates	Fringes
ELECTRICIAN	$ 28.00	18.86

ELEC0743-004 09/01/2010

BERKS COUNTY (Except Bethel, Marion, and Tulpehocken Townships)

	Rates	Fringes
ELECTRICIAN	$ 31.87	3%+15.50

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* ELEV0084-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC	$ 42.82	25.185

FOOTNOTES:

A. VACATION CREDIT: Employer contributes 8% basic hourly rate for 5 years or more of service as vacation pay credit, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0542-010 05/01/2009

	Rates	Fringes
Power equipment operators:		
Backhoes, Bulldozers, Excavators, Graders, Loaders, and Rollers	$ 29.13	16.81+A
Cranes	$ 29.42	16.89+A

FOOTNOTE:

A. Paid Holidays: Washington's Birthday, Good Friday, Memorial Day, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day

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IRON0420-004 07/01/2012

	Rates	Fringes
Ironworker, reinforcing and structural		
Projects $200 million and greater	$ 31.00	23.00
Projects less than $200 million	$ 30.00	23.00

LABO1174-006 05/01/2012

	Rates	Fringes
Laborer, Unskilled	$ 19.42	12.84

PAIN0021-016 05/01/2012

	Rates	Fringes
PAINTER		
Brush and Roller	$ 24.55	14.80

PAIN0021-030 05/01/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 23.86	13.15

PLAS0592-026 05/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown,		

Krumsville, and Stoney run
in Berks County to the
Lehigh County line).....$ 26.20 18.80
REMAINDER OF BERKS COUNTY...$ 33.30 11.05
PLASTERER
BERKS COUNTY.....$ 22.93 18.25

PLUM0420-007 05/01/2012

	Rates	Fringes
PIPEFITTER (Including HVAC).....	$ 40.38	26.64

PLUM0690-005 05/01/2012

	Rates	Fringes
PLUMBER.....	$ 35.90	26.64

SHEE0019-005 06/01/2012

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	$ 30.61	30.05+A

FOOTNOTE: A. Paid Holiday: Election Day.

SUPA1999-001 11/05/1999

	Rates	Fringes
ROOFER.....	$ 17.23	6.99
SPRINKLER FITTER.....	$ 15.09	3.90

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Uhrig Construction Inc.

Authorized Signature

Title President

Name (Type or Print) Donald M. Uhrig Jr.

Date 4/16/13

End of questions.

A. **The following modifications shall be made to the Bid Specifications:**

Section 11000 - Summary
Replaced in its entirety. See revised document attached.

Section 15000 - Temporary Facilities
Replaced in its entirety. See revised document attached.

End of Addendum #1

SECTION 011000

SUMMARY

PART1 GENERAL

1.1 PROJECT

A. Project Name: Library Branches and Liberty Firehouse Renovations.

B. Owner's Name: City of Reading.

C. Architect's Name: Seiler+ Drury Architecture.

D. Construction Manager's Name: Burkey Construction Co.

E.. The Project consists of renovations to each of three Branches operated by the Reading Public Library and the Liberty Fire Company. The work at the Library branches and Fire Company building is as follows:

1. Main Branch: None.

2. Northwest Branch: Installation of handicap accessories in the toilet rooms, painting of the entrance and painting of the exterior window frames.

3. Northeast Branch: Repair of window units and painting of the exterior of doors and windows at existing historic building. Interior louvers in toilet rooms.

4. Southeast Branch: Repair of window units and painting of the exterior of doors and windows. Interior louvers in toilet rooms.

5. Liberty Fire Station: Repair of two brick and coping of two masonry gables and pointing of two chimneys at existing historic building.

1.2 CONTRACT DESCRIPTION

A. Contract Type: Single prime contract based on a Stipulated Price as described in the City of Reading standard contract.

B. General Conditions: The general conditions of the project will be AIA Document A232-2009 General Conditions of the Contract for Construction, as amended by the City of Reading General Provisions. Where A232 and the Specifications may have bearing upon similar subject matter, both shall apply wherever possible; otherwise the more stringent conditions shall govern .

C. The work of each building is outlined in this section.

D. The work shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

E. The Prime contractor shall be responsible to complete tasks related to equipment and material that they installed, even if not specifically assigned herein.

G. See Section 013200 Construction Schedules for construction time duration limits.

1.3 WORK BY OWNER (Coordinated and Final Connections by Prime Contractor)

A. Owner will award separate contracts for supply and/or installation of the following:

1. There is none contemplated at this time. However, if any becomes necessary for the prosecution of this project then the following sections shall apply.

B. General Contractor shall coordinate work of Owner's contractors into general schedule.

C. The Contractor shall cooperate fully with Owner's contractor's to facilitate product delivery and installation.

D. General Contractor shall provide use of dumpsters, to Owner's Contractors.

D. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.

1.4 OWNER OCCUPANCY

A Owner intends to occupy the each building while the work is performed.

B. Project to be completed by the date stated in the Agreement as the contract completion date.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.5 CONTRACTOR USE OF SITE AND PREMISES

A Arrange use of site and premises to allow:

1. Work by Owner or Owner's contractors, if any.

B. Provide access to and from site as required by law and by Owner:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
2. Do not obstruct roadways, sidewalks, or other public ways without permit.

1.06 WORK SEQUENCE

A Coordinate Construction schedule and operations with Owner, through Construction Manager and as described in the section. The work shall be accomplished in two Phases. Both will start with the Notice to Proceed. The First Phase shall consist of the work to be performed at the three Branch Libraries. The Second Phase, starts at the same time as the first, but is of a longer duration. The Second Phase consists of the work to be performed at the Liberty Firehouse.

1.07 CONSTRUCTION DURATION

A All Work on the addition and existing building shall commence and proceed simultaneously, and will be completed based on phase durations.

1. Notice to Proceed: Anticipated date for the Notice to Proceed is the week of May 06, 2013, though this may vary and is only an estimate.
2. Substantial Completion Phase One: Substantial Completion shall be achieved within thirty (30) calendar days of issuance of the Notice to Proceed.
3. Substantial Completion Phase Two: Substantial Completion shall be achieved within ninety (90) calendar days of issuance of the Notice to Proceed.
4. . The Contractor is to make themselves familiar with the hours of operation of the Branch Libraries and the Firehouse, as these may affect their work schedule and sequence.

B. Before commencing, submit an updated copy of the Contractor's construction schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel, for all Work.

11. OS LIQUIDATED DAMAGES

A. As actual damages for any delay due to incompleteness of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City of Reading the sum of five hundred dollars ($500.00) as fixed, agreed and liquidated damages for each calendar day of delay beyond the date for substantial completion, for each phase, as stipulated within the contract documents.

B. Each Phase will have its own declaration of Substantial Completion and each shall be eligible for damages should the Contractor miss the dates stipulated in these Specifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Furnish, install, and maintain temporary utilities required for construction, and remove on completion of entire project.

B. Provide temperature, ventilation and lighting requirements as specified in each individual Section.

C. Provisions for Water Intrusion Protection to prevent damage to moisture sensitive materials.

D. Provisions for indoor air quality control during construction.

1.2 RELATED REQUIREMENTS

A. Section 015400 - Construction Aids, Temporary Enclosures and Barriers.

B. Section 015800 - Project Identification and Signs.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code.

B. Comply with Federal, State, and Local codes and regulations and with utility company requirements.

1.4 SITE LOGISTICS PLAN

A. General Contractor shall prepare, with input from all sub-contractors and the Construction Manager, a sketch site plan to show temporary facilities, including utility hookups, staging areas, dumpsters, trailers, fencing, site access and parking areas for construction personnel.

B. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work, and will limit site disturbance. Relocate and modify facilities as required by progress of the Work.

C. Submit plan to Construction Manager for approval within fifteen days of Notice to Proceed and prior to beginning Work.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capacity for the required usage, MUST NOT create unsafe conditions and MUST NOT violate requirements of applicable codes and standards.

2.5 TEMPORARY SANITARY FACILITIES

A. . Sanitary Facilities : The General Contractor shall provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation and maintenance of fixtures and facilities.

B. General Contractor shall provide for regular service, cleaning, and maintenance of facilities and

enclosures in quantities needed.

2.6 WASTE REMOVAL

A. General Contractor shall provide waste removal facilities and services as required to maintain the site in a clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or reused on the project must be stored on-site, provide suitable non-combustible containers. Locate containers holding flammable material outside the structure unless otherwise approved by authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

2.7 TEMPORARY TELEPHONE SERVICE

A. . Each Contractor shall arrange with local telephone service company to provide direct line telephone service and facsimile at the construction site for the use of personnel and employees.

B. General Contractor shall provide, in his field office, a job telephone and facsimile for the convenience of the Work and use by all on-site personnel. He shall be reimbursed by the party making the call for all toll calls made by other than his own forces.

2.9 SITE ACCESS

A Contractors' access into the site shall be limited, insofar as practical, to entrance road or roads as designated by the Construction Manager. Sitework Contractor shall maintain necessary warning devices or barriers at each entrance. All construction traffic, including employee traffic, trucking, and delivery of materials and equipment, shall be controlled by the Construction Manager and shall enter the site only by routes prescribed by the Construction Manager. Access to the site by other routes will be prohibited.

B. At the Liberty Firehouse, if the Contractor chooses to access the work area by scaffolding, then the design and configuration of the scaffolding shall be the Contractor's responsibility.

C. At the Liberty Firehouse, the Contractor shall be responsible to ensure the structural integrity and code-compliance of his scaffolding which shall rest on and/or bridge over the neighboring properties. Any temporary shoring, or facilities, required to provide such a condition shall be the Contractor's responsibility . The City of Reading shall procure access to these Properties. The Contractor will need to obtain approval from the City, by way of the Construction Manager, for the scope of the intervention on the neighboring properties. The Contractor will need to adjust the design of the scaffolding to accommodate the neighboring property owners and the Construction Manager, as required. The Construction Manager will make an effort to ensure any limitations imposed on the scaffolding design, configuration and access are reasonable.

D. At the Liberty Firehouse, the Contractor shall also be responsible to protect the neighboring properties from damage and ensure the properties' occupants are not harmed by construction activities related to this project. Any damage caused to the neighboring properties will be repaired by the Contractor. At the end of the construction period, the Contractor shall return the neighboring properties to their original condition prior to the start of work.

2.10 WATER INTRUSION PROTECTION AND REMOVAL:

A. The Contractor shall ensure that its operations are performed in a way that minimizes the potential for water intrusion into the facility which may damage stored materials and finishes in the building. The Contractor shall remedy any conditions which are under their control that may

have led to water intrusion or leaks in the facility within 24 hours of discovery or notification.

B. Prior to the start of construction, the Contractor shall inspect the facility. In the event that pre- existing moisture problems, leaks, mold, etc. are discovered, the Contractor shall notify the Owner, the Design Professional and/or the Construction Manager.

C. Contractor is responsible for reporting any accumulation of water, wet materials, or mold contaminated materials to the Owner, Design Professional and/or the Construction Manager so that it can be properly addressed by the responsible party. Within 24 hours of notification, the Contractor shall take action to correct the problem, remove wet materials from the facility, and completely clean and dry the impacted area.

D. The following steps shall be implemented to minimize the potential for water intrusion and damage within the facility:

1. Deliveries shall be sequenced to avoid the storage of large amounts of moisture sensitive material at the site for an extended time period.
2. As roof is being installed, roof drains shall be permanently connected to drainage systems or shall be temporarily connected to divert water out of the building.
3. Building materials shall be inspected upon delivery and any mold impacted materials are to be rejected and shall not be allowed on site.
4. Moisture sensitive materials shall be protected from weather elements during delivery and off-loading activities until properly stored.
5. Stored building materials shall be elevated and covered to protect them from weather.
6. Interior partitions and insulation materials shall be inspected for moisture and mold prior to being permanently enclosed.
7. Building penetrations, temporary enclosures, doorways, etc. shall be sealed at the end of the work day to avoid moisture infiltration.
8. Provide sufficient ventilation for drying within a reasonable time frame.

E. Materials that come into contact with water must be dried prior to being installed or covered with additional material. There are several methods used to assist in drying wet materials. Large blowers with directional controls or heaters assist in the drying process. Forced ventilation should be vented directly outside. Avoid combustion type heaters for drying purposes as oxygen levels are decreased, the exhaust requires outside ventilation and moisture is generated as a by-product of incomplete combustion. Ensure impacted area is dry before proceeding with repairs.

F. If mold is encountered onsite, the design professional and the Owner shall be notified in writing of the event. The effected area shall be photographed and or video taped before the start of, during, and after the restoration work of the affected area.

2.11 FIELD OFFICE

A. Coordinate with Construction Manager and Owner for use of space of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly.

2.12 BARRIERS

A. Contractor is responsible to provide suitable barriers to prevent unauthorized entry to construction areas to prevent access to areas that could be hazardous to workers or the public and to protect facilities and adjacent properties from damage. General Contractor shall also be responsible to manage, oversee and enforce temporary barriers.

B. Provide security barriers and facilities to protect the Work from unauthorized entry, vandalism or

theft.

C. Materials are at Contractor's option, as appropriate to serve the required purpose.

PART 3 - EXECUTION

3.1 GENERAL

A Comply with applicable requirements specified in Division 16 - Electrical.

B. Maintain and operate systems to assure continuous service. C.

Modify and extend systems as work progress requires.

3.2 INDOOR AIR QUALITY CONTROL CONSTRUCTION PROCEDURES

A. Prevent the absorption of moisture and humidity by adsorptive materials.

B. Begin construction ventilation when building is substantially enclosed.

C. If extremely dusty or dirty work must be conducted inside the building, block of the effected portions of the HVAC systems for the duration; remove dust and dirt completely before restarting systems.

D.. Do not store construction materials or waste in mechanical or electrical rooms.

E.. Prior to use of completion of the clean up and remove dust and debris generated by construction activities. The contractor shall perform this task as follows:

1. Inspect duct intakes, return air grilles, and terminal units for dust.
2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
3. Clean tops of doors and frames.
4 Clean return plenums of air handling units.
5. Remove and replace intake filters last, after cleaning is complete.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

B. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

b. Provide signage as required by environmental and jurisdictional authorities in particular in compliance with conformance with the requirements of Section 011500 - Disturbance of Lead-Containing Surface Coatings

3. Maintain and touchup signs so they are legible at all times.

C. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

D. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. This applies to any egress requirements necessary to providing the phases specified.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by owner and facility visitors from fumes, toxic exposure and noise. Temporary partitions are to be provided around any phased areas of work.

1. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.

2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
3. Insulate partitions to control noise transmission to occupied areas.
4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
5. Protect air-handling equipment.
6. Provide walk-off mats at each entrance through temporary partition.

3.4 REMOVAL

A. Completely remove temporary materials and equipment when their use is no longer required,

B. Clean and repair damage caused by temporary installations or use of temporary facilities.

C. Restore permanent facilities used for temporary services to specified condition.

1. Prior to Final Inspection, remove temporary lamps and install new lamps

END OF SECTION

Branch Closings and Scheduled Events: March – June 2012

Southeast Branch

Closed on Tuesday, Thursday and Friday weekly.

Closed Saturday March 30 – holiday Closed
Saturday May 25 – holiday Closed Monday
May 27 – holiday

Northeast Branch

Closed Tuesday, Thursday and Friday weekly

Closed Saturday March 30 – holiday
Closed Saturday May 25 – holiday
Closed Monday May 27 – holiday

March 13, scheduled performance/speaker/program

Northwest Branch

Closed Monday, Wednesday and Friday weekly Closed

Saturday March 30 – holiday
Closed Saturday May 25 – holiday

April 2, scheduled performance/speaker/program
April 9, scheduled performance/speaker/program

Main Library Closings and Scheduled Events: August – December 2012

Closed Saturday August 31 – holiday
Closed Monday September 2 – holiday
Closed Tuesday November 5 - In Service Staff Development
Closed Thursday November 28 - holiday
Closed Tuesday December 24 - holiday
Closed Wednesday December 25 - holiday
Closed Tuesday December 31 - holiday

August 14 - Scheduled Book Discussion
August 24 - Scheduled Eldercare Program
September 21 - Author Visit
October 9 - Scheduled Book Discussion
October 19 - Scheduled Guest Speaker
October 26 - Halloween Bash
November 2 - Scheduled Program (Computer Lab)
December 7 - Scheduled Guest Speaker

SP 4-114 (1-87)

I;>ENNSYLVANIA STATE POLICE

REQUEST FOR CRIMINAL RECORD CHECK

!mi01! el!!!fi Lll:GIDLI mitl 1! 15

FOR CENTRAL REPOSITORY USE ONLY
(LEAVE BLANK)

PART I: TO BE COMPLETED BY REQUESTER

(INFORMATION WILL BE MAILED TO REQUESTER ONLY!

DATEOFRI!QUEST:

NAME OF REQUESTER:

ADDRESS:

CrTY: STATE: ZIP:

AREACOOE: CONTACT TELEPHONE NUMBER:

REQUESTER IDENTIFICATION: (CHECK ONE BLOCK)

D INDMDUAUNONCI!!IMINAL JUSTICI! AGENCY -!!INCLOSE A CERTIFIED CHECKIMONEY ORDER IN THE AMOUNT OF $10.00 PAYA!!UI TO: "COMMONWEALTH OF PENNSYLVANIA.. THE FEE IS NON!!!!!'UNDA!!!LII.

D FEE. EXEMPT NONCRIMINAL JUSTICE AGENCY

-Do NOT SEND CASH OR PERSONAL CHECK-

NAME/SUBJECT OF RECORD CHECK: (n.sT) (FIRST) (MIDDLE)

MAIDEN NAME ANDIO!! AIJASES:	SOCIAL SECURITY NUMBER (SOC	DATE OF BI!!TH (DOB):	SEX:	RACE:

REASON FOR REQUEST: (CHECK ONE BLOCK)

D EMPLOYMENT

D FIREARMS PfiOHIBITION CHALL.eNCJE

D INDMDUAL ACCESS AND REVIEW BY SUBJECT OF RECORD CHECK OR LEGAL REPRESENTATIVE (AFFIDAVIT OF LEGAL REPRESENTATIVE ATTACHED)

D OTHER (SPECIFY) _____

NOTE: A "NO RECO!!D" RESPONSE MAY TAKE THREE WEEKS TD PROCESS; A "RECORD" RESPONSE TAKES LONGER THAN A "ND RECORD" RESPONSE.

IF THIS FORM IS NOT LEGIBLE DR NOT PROPERLY COMPLETED, IT WILL BE RETURNED UNPROCESSED TO THE REQUESTER.

REQUESTER CHECI<LIST:

DID YOU ENTER THE FULL NAME, DOB, AND SOC7

DID YOU ENCLOSE THE •10.00 I'EE? (CEI!TI'IED CHECKIMONEY ORDER)

-DO NOT SEND CASH/PERSONAL CHEC

DID YOU ENTER YOUR COMPLETE ADDRESS INCUIDINO ZIP COOE AND TELEPHONE NUMBER IN THE BLOCKS PROYID!!D?

AFrER COMPLETION MAIL TO:

PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY-114
1800 ELMERTON AVENUE
HARRISBURG, PENNSYLVANIA 17110-87118
(7171 7U-8973

PART II: CENTRAL REPOSITORY RESPONSE

**"DO NOT WRITE BELOW THIS LINE-

INFORMATION DISSEMINATED:

D NORECORD D CRIMINAL RECORD ATTACHED

INQUIRYIDISSEMINATED BY:

SIONO:

THE INFORMATION DISSEMINATED BY THE CENTRAL REPOSITORY IS BASED SDLEL.YON THE FOLLOWING IDI!NTIFIERS THAT MATCH THOSI FURNISHED BY THI REQUESTER. D

NAME D SOCIAL SECURITY NUMBER

D DATE OF BIRTH D RACE

D SEX D MAIDEN/ALIAS NAME

CERTIFIED BY:

(DIRECTOR, CENTRAL REPOSITDRY)

The response is bised on a comparison of data provided by the requester In Part Jng•Inst Information contained In Ihm files of the Pennsytvania state Ponce Central Repository only. The Penns)'lv•nl1 State Police response does not preclude the existence of crtminal records which might be containmd In the repositories of other local, state, or fedenil crtminal justice agencies.

11/10/04

PROCEDURE FOR PENNSYLVANIA RESIDENTS

Criminal reports for Pennsylvania residents may be obtained electronically from the Pennsylvania State Police. The Pennsylvania Access to Criminal History (PATCH)Invoice for Criminal Record Check with a copy of the State seal imbedded on the paper is an official record check. Eventually, the applicant will be unable to receive a report in the mail.

Pennsylvania Access To Criminal History
P.A.T.C.H.
FACT SHEET

The Pennsylvania State Police has established a web-based computer applica.tion called the Pennsylvania Access To Criminal History, PATCH for short. Using this system, a requestor can apply for a criminal background check on an individual. Eighty percent of the time, "No Record" certificates are returned immediately through the Internet to requestor.

The information provided by the requestor will be checked against the criminal history database maintained by the Pennsylvania State Police Central Repository. If the subject's information does not hit on any information in the database, the requester will receive the results instantly over the Internet and the requester can print out the "No Record" certificate. If the subject's information hits on something in the database, the requester receives an immediate "Request Under Review" response. A "Request Under Review" response does not necessarily mean that the individual has a record. At this point the information is manually reviewed. After the review the status will be updated to "No Record" or "Record". The requestor should check the PATCH web site periodically for updated statuses to their requests. For all "No Record" statuses, the certificate must be printed out at your computer. All "Record" responses will be mailed to the requester at the address provided by the requester. It will normally take up to two weeks for a status to be updated from a "Request Under Review" to a-"No Record" or "Record".

PATCH accepts both registered users and unregistered users.

REGISTERED USERS: Companies, agencies, or offices that routinely have a need to make criminal record checks. The company, agency, or office logs onto https://epatch.state.pa.us <http://www.psp.state.pa.us/patch> and then completes and submits the registration form. The requester will be notified within one to two business days if they meet the criteria to become a registered user. Registered users are placed into a billing cycle that is invoiced every thirty days. Registered users also have the option to use an approved credit card. Approved credit cards are Visa, Master Charge, Discover, and American Express Card. They can submit up to ten requests at $10.00 per request during any one session. If a request goes "under review" it will be updated to the status of No Record" or "Record" within two weeks. All "No Record" status requests must be printed out at your computer. All "Record" status requests will be mailed to the address of the registered user.

NON REGISTERED USERS: Individuals are considered non-registered users. They will not be accepted as registered users. Companies, agencies, or offices can also use the system as a non-registered user if they so desire. Non-registered users log onto https://epatch.state.pa.us <http://www.psp.stat.pa.us/patch> and select "Submit a New Record Check" under credit card users. The non-registered user can submit up to ten record checks at $10.00 per request during one session. They must provide their name and address; information on the individual they want to make the check on; and credit card information. If a request goes "under review" it will be updated to the status of "No Record" or "Record" within two weeks. For all "No Record" statuses, the certificate must be printed out at your computer. All "Record" status requests will be mailed to the address provided by the requester. PATCH does not maintain requester and credit card information for non-registered users; therefore, this information must be entered each time a non-registered user logs onto PATCH.

VALIDATING CRIMINAL HISTORY RESULTS: The information on a "No Record" or "Record" certificate form can be validated by accessing the PATCH Record Check Status screen (https://epatch.state.pa.us/RCStatusSearch.jsp) and submitting a search request that contains the following - Control Number assigned the request, Subject's Name as it was entered on the original request, and the date the request was submitted to PATCH. PATCH will find and display the corresponding record check request. Details on the request can be viewed by clicking on the control number. A copy of this certification form can be obtained by clicking on the Certification Form hyperlink provided on the request details screen. Actual criminal records will not be displayed, only the status of "Record" will

be displayed.

An original PATCH report directly accessed/validated by district personnel or a PATCH report submitted directly to the district by a third party contractor with PATCH access, satisfies the requirement of 1-fll(b). The following procedures are to be followed:

*An original PATCH report may be directly accessed or validated by district personnel. To validate the criminal history results, district staff can access the PATCH Record Check Status screen http://epatch.state.pa.us/RCStatusSearch.jsp and submit a search request that contains the following - Control Number assigned the request, Subject's Name as *it* was entered on the original request, and the date the request was submitted to PATCH. PATCH will find and display the corresponding record check request. Details on the request can be viewed by clicking on the control number. There *is* no charge to validate the information.
*Third party contractor should submit an affidavit signed by the contractor's representative attesting that the document is an unaltered PATCH report directly accessed from the PATCH system by the signatory.

Also, district staff shall follow the procedures contained in State Board of Education Regulations, Chapter 8 Section 8.2. Responsibilities of school entity http://www.pacode.com/secure/data/022/chapter8/chap8toc.html

OR, use Form SP4-164, Pennsylvania State Police Request for Criminal Record Check

Fee: $10.00 cashiers check, certified check or money order payable to the Commonwealth of Pennsylvania

1) Applicant must secure Form SP4-164, Pennsylvania State Police Request for Criminal Record Check from the schools, Pennsylvania State Police Barracks or from the Pennsylvania State Police web site: www.psp.state.pa.us.

2) Applicant completes PART I only.

3) You should include your name, address, and telephone number as the requester.
Do not use the name or address of the Department of Education as the requester.

4) Under the REQUESTER IDENTIFICATION section, check the box for Individual/Noncriminal Justice Agency.

5) Under the REASON FOR REQUEST section, check EMPLOYMENT.

6) Enclose a certified check or money order for $10.00 payable to the Commonwealth of Pennsylvania. NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED.

7) Send the REQUEST FOR CRIMINAL RECORD CHECK with payment to the following address: Pennsylvania State Police Central Repository-164
1800 Elmerton Avenue
Harrisburg, PA 17110-9758

The State Police will process forms as they arrive. The State Police will return the Criminal Record Check to the applicant by mail within approximately four weeks. For status of the Criminal Record Check, call (717)783-9144.

Applicant presents background check information to prospective employer. The school entity shall make and keep a copy of the original. The copy shall include the date copied and name of administrator who saw original. The ORIGINAL should be RETAINED BY THE APPLICANT and is valid for one year after issuance.

PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE

All applicants must obtain a Pennsylvania Child Abuse History Clearance. You may obtain forms from schools, the Department of Public Welfare
http://www.dpw.state.pa.us/child/childabuseneglect/003671038.htm, or the School Services Unit in the Department of Education at (717)783-3750 or (717)787-4860. For status of a request, please call the Department of Public Welfare Childline and Abuse Registry at (717)783-6211.

PROCEDURES FOR NONRESIDENTS AND RESIDENTS NOT RESIDING IN PENNSYLVANIA FOR TWO YEARS (FBI BACKGROUND CHECK)

Nonresidents and prospective employees who have been Pennsylvania residents for less than two years immediately preceding their application must submit both the Pennsylvania State Police background report and the Federal Bureau of Investigation history record.

Fees: Nonresidents and Prospective Employees who have been Pennsylvania residents for less than two years immediately preceding their application - $24.00. Submit cashiers check, certified check, or money order payable to the COMMONWEALTH OF PENNSYLVANIA. Fee for Volunteers for Charter Schools ONLY - $18.00

The following procedures are to be used by nonresident applicants and when the applicant has not been a resident of Pennsylvania for at least two (2)years immediately preceding the date of application for employment:

1) Follow same procedures outlined for Pennsylvania Residents, using PATCH or filing Form SP4-164 Pennsylvania State Police Request for Criminal Record Check.

2) Applicant must secure a FBI fingerprint card (FD-258) from a Pennsylvania school or the Pennsylvania Department of Education's School Services Unit at (717)783-3750 or (717) 787-4860. Fingerprint cards that do not have the Department of Education number
(PA920950Z-ST BO OF EDUC) printed in the ORI box cannot be processed.

2) Applicant takes the card to a State Police or local police station for fingerprinting. You DO NOT have to be fingerprinted in Pennsylvania.

3) Type or print all information using BLACK ink. Required information: Name, signature of person fingerprinted, residence of person fingerprinted, date and signature of official taking fingerprints, reason fingerprinted, citizenship, social security number, date of birth, sex, race, height, weight, eyes, hair, and place of birth. IMPORTANT: Incomplete cards will be returned.

4) For reason fingerprinted: If employment put 24 PaCSA § 1-111; If volunteer for charter school put: 24 PaCSA §17-1724(A).

5) Sign the fingerprint card and secure a $24.00/$18.00 certified check, cashiers check or money order payable to the Commonwealth of Pennsylvania. NO PERSONAL CHECKS ACCEPTED.
There must be a separate check for each fingerprint card.
DO NOT FOLD FINGERPRINT CARD.

6) School Administrator shall send the FBI fingerprint card with payment to the following address:

PENNSYLVANIA DEPARTMENT OF EDUCATION
SCHOOL SERVICES UNIT
333 MARKET STREET 5TH FL
HARRISBURG PA 17126-0333

7) The Department of Education will not accept requests from applicants.

The FBI will not return the original card. The results will be returned to the applicant by the School Services Unit on standard 8 x 11 white paper with a copy of the State seal imbedded on the paper. This is an official record check. If the applicant does not receive the information within 8-10 weeks after submission, please call (717) 783-3750 or
e-mail dwolfgang@state.pa.us

PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE

All applicants must obtain a Pennsylvania Child Abuse History Clearance. You may obtain forms from schools, the Department of Public Welfare http://www.dpw.state.pa.us/child/childabuseneglect/003671038.htm, or the School Services Unit in the Department of Education at (717)783-3750 or (717) 787-4860. For status of a request, please call the Department of Public Welfare Childline and Abuse Registry at

PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE

COMPLETE SECTION I ONLY. PRINT CLEARLY IN INK. ENCLOSE $10.00 MONEY ORDER ONLY. PAYABLE TO DEPARTMENT OF PUBLIC WELFARE. DO NOT SEND CASH OR PERSONAL CHECK.

SEND TO CHILDLINE AND ABUSE REGISTRY, DEPARTMENT OF PUBLIC WELFARE, P.O. BOX 8170 HARRISBURG, PA 17105-8170

APPLICATIONS THAT ARE INCOMPLETE ILLEGIBLE OR RECEIVED WITHOUT FEE WILL BE RETURNED UNPROCESSED. IF YOU HAVE QUESTIONS CALL 717-783-6211

CHILDLINE USE ONLY

DATE RECEIVED BY CHILDLINE

APPLICANT IDENTIFICATION

IN THIS SPACE PRINT APPLICANTS FULL NAME AND ADDRESS (DO NOT USE INITIALS)

NAME

STREET

CITY, STATE ZIP CODE

SOCIAL SECURITY NUMBER

AGE | DATE OF BIRTH | DAYTIME PHONE NO.

SEX (M F) | COUNTY YOU LIVE IN

PREVIOUS NAMES USED SINCE 1975 (Include Maiden Name, Nicknames, Aliases)

(FIRST, MIDDLE, LAST) | (FIRST, MIDDLE, LAST)

PURPOSE OF CLEARANCE (Check ONE block ONLY)

- ☐ CHILD CARE
- ☐ FOSTER CARE
- ☐ ADOPTION
- ☐ SCHOOL

☐ VOLUNTEERS-A copy of your PROCESSED "Request for Criminal Record" (Form SP4-164) must be attached. Out-of-state residents must also attach a copy of their PROCESSED FBI clearance (Form FID-258).

☐ CWEP (Community Work Experience Program Participant)

SIGNATURE OF CAO REP | CAO PHONE NO

PREVIOUS ADDRESSES SINCE 1975 (Attach additional pages if necessary)

1.
2.
3.
4.

HOUSEHOLD MEMBERS (List everyone who lived with you at anytime since 1975 to the present).

	NAME (First, Middle, Last) Do not use initials.	RELATIONSHIP	PRESENT AGE	SEX
1.				
2.				
3.				
4.				
5.				
6.				

I certify that the above information is accurate and complete to the best of my knowledge and belief and submitted as true and correct under penalty of law (Section 4904 of the Pennsylvania Crimes Code).

Applicants are required to show the Administrator the original document. Administrators are required to keep a copy of this child abuse history record on file. Any person altering the contents of this document may be subject to civil, criminal or administrative action.

APPLICANT'S SIGNATURE | DATE

DO NOT WRITE IN THIS SECTION - CHILDLINE USE ONLY

SECTION II RESULTS OF HISTORY CHECK

☐ APPLICANT IS NOT LISTED IN A REPORT OF CHILD ABUSE OR A REPORT FOR SCHOOL EMPLOYEE.

☐ APPLICANT IS LISTED IN A REPORT OF CHILD ABUSE OR A REPORT FOR SCHOOL EMPLOYEE (SEE BELOW).

STATUS OF REPORT	DATE OF INCIDENT	STATUS OF REPORT	DATE OF INCIDENT
1.		3.	
2.		4.	

VERIFIER | DATE | VERIFIER'S SUPERVISOR | DATE

0 60

CY 113 12/99

DO NOT WRITE IN THIS SECTION - CHILDLINE USE ONLY

SECTION III

VOLUNTARY CERTIFICATION FOR CHILD CARE SERVICES

_____ has requested a certification which includes a clearance of his/her name against the child abuse, school employee, and criminal history reports.

The results of the child abuse and school employee report clearances are listed in Section II on the reverse side. The results of the criminal history reports are listed below. Out-of-state residents must have criminal history clearance from both the Pennsylvania State Police and the FBI. The voluntary certification may be obtained every two years.

It is the responsibility of parents and guardians to review this information to determine the suitability of the applicant as a substitute caregiver.

PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE

D Applicant is named as the perpetrator of a "Founded" child abuse or school employee report which occurred in the last five years.

D Applicant is named as the perpetrator of a "Founded" child abuse or school employee report which occurred over five years ago.

D Applicant is named as the perpetrator of an "Indicated" child abuse or school employee report.

D Applicant is not named as the perpetrator of any child abuse or school employee report contained in the Statewide Central Register.

PENNSYLVANIA STATE POLICE CLEARANCE

D Record exists and contains convictions which prohibit hire in a child care position. Report attached.

D Record exists, but convictions do not prohibit hire in a child care position. Report attached.

D Record exists, but no convictions are shown. This does not prohibit hire in a child care position. Report attached.

D No record exists. Report attached.

FBI CLEARANCE

D Record exists and contains convictions which prohibit hire in a child care position. Report attached.

D Record exists, but convictions do not prohibit hire in a child care position. Report attached.

D Record exists, but no convictions are shown. This may not prohibit hire in a child care position. Report attached.

D No record exists. Report attached.

D No FBI clearance required.

VERIFIER	DATE	VERIFIER'S SUPERVISOR	DATE

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The City of Reading recognizes the benefits of recycling, and actively supports recycling. This specification is printed double-sided on recycled paper, 20% post consumer waste.

NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading will receive sealed proposals in the Office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA., until 3:00 p.m., prevailing time on Tuesday, April 16, 2013 for the Reading Public Library - Northeast Branch Improvements, Northwest Branch Improvements, Southeast Branch Improvements, and the Liberty Fire Company Improvements for the City of Reading, Pennsylvania, as per specifications on file in the Office of the Purchasing Coordinator.

Specifications and Proposal Forms for the above work can be obtained at the Office of the Purchasing Coordinator, Rm. 2-45 City Hall.

Each proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the proposal. A certified check or bid bond will be accepted.

Attention is called to the fact that Davis-Bacon Act prevailing wage rates must be paid by the contractor and that employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

Funding for this project is from the United States Department of Housing and Urban Development Community Development Block Grant.

Purchasing Coordinator

INSTRUCTIONS TO BIDDERS

PROPOSAL SUBMISSION

Proposals shall be submitted in duplicate on the "Proposal Forms" included in the specifications for the work, and shall be based on the specifications. Each proposal should be submitted in a sealed envelope, and shall plainly indicate on it the title of the proposal, and the date for receiving the bid. This shall be delivered to the City Purchasing Coordinator on or before the time stated in the NOTICE TO CONTRACTORS.

Bids received at the Office of the Purchasing Coordinator after the hour specified, will not be considered. Bidders are invited to be present at the opening of bids.

BONDS

Bid security, in the amount of ten percent (10%) of the bid price shall accompany each proposal. This bid security may be a Certified or Cashier's Check, or a bid bond furnished by a surety company, satisfactory to the City of Reading. The successful bidder, upon award of contract, shall furnish at the time of execution of the same, a Maintenance Bond, Payment Bond, and Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract to guarantee satisfactory performance, and a Wage Rate Compliance Bond in an amount equal to FIFTY PERCENT (50%) of the contract. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions of law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City Risk and Safety Manager.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than $1,000,000 per occurrence and $2,000,000 in the annual aggregate.

Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage.

Professional Liability – In minimum amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

Employer's Liability – with limits of not less than $100,000 Accident – Each Accident, $100,000 Disease – Each Employee; and $500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to***: City of Reading, 815 Washington Street, Reading, PA 19601.*** All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

WAGES AND EMPLOYMENT REQUIREMENTS

Bidder agrees that not less than the Federal Davis Bacon Act prevailing wages will be paid.

The Contractor will further agree to comply with Commonwealth of Pennsylvania Act of August 15, 1961, P.L. 1225 and amendments as applicable.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the

City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

QUALITY

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the City.

TIME OF COMPLETION

The bidders are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful bidder will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be canceled and awarded to the next lowest responsible bidder.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, at $55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

PRE-BID MEETING

There is no pre bid meeting for this project.

WITHDRAWAL OF PROPOSALS/BIDS

After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4, as same may be amended.

No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

BID REJECTION

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

METHOD OF PAYMENT

Payments shall be based on an invoice submitted by the General Contractor or approved representative Construction Manager. The City shall have the right to withhold disbursement funds if in the City's opinion construction work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, General Contractor fails to comply with this Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

Ten percent (10%) of each General Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official (Architect or Engineer).

ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access the all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

ASSIGNMENT OF REFUND RIGHTS

The City is not subject to federal, state, or local sales or use tax or federal excise tax. Contractor hereby assigns to City all of its rights, title, and interest in any sales or use tax which may be refunded as a result of the purchase of any materials purchased in connection with the Contract and Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of the Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

CONTRACTS WITH SUBCONTRACTORS

The Contractor agrees to include the above references paragraphs in any contract with subcontractors and to provide proof thereof to the City of Reading if requested.

NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to the Purchasing Coordinator in writing by 2:00 pm, Tuesday April 9, 2013. Responses to questions shall be issued to all bidders in the form of a written addendum no later than Wednesday, April 10, 2013.

Tammi Reinhart, Purchasing Coordinator
City Hall Purchasing Office
815 Washington Street
Reading, PA 19601-3690
(610) 655-6427 (fax)
tammi.reinhart@readingpa.org

Notice: Payment of invoices are subject to the terms and conditions of the sources of funding for this project.

THE FOLLOWING INSTRUCTIONS FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION ARE PROVIDED FOR INFORMATION PURPOSES. THE SUCCESSFUL BIDDER ASSUMES THE OBLIGATION TO TAKE WHATEVER AFFIRMATIVE ACTIONS ARE NECESSARY TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY IN ALL ASPECTS OF EMPLOYMENT, IRRESPECTIVE OF RACE, COLOR, CREED, OR NATIONAL ORIGIN.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(2) The goals are timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation for Each Trade
Until Further Notice	2.5% for all trades	6.9% for All Trades

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) **THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF $10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND, THE GEOGRAPHICAL AREA IN WHICH THE CONTRACT IS TO BE PERFORMED.**

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
THE CURTIS CENTER SUITE 750 WEST
170 SOUTH INDEPENDENCE MALL WEST
PHILADELPHIA, PA 19106-3309
PHONE (215) 861-5764

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Reading, Pennsylvania.

State of _____)
) ss.
County of _____)

I, _____, Notary Public, being duly sworn, deposes and says that he is _____ of _____,
(Name of Organization)
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

_____
NOTARY PUBLIC

My Commission Expires:

DOCUMENTS TO BE SUBMITTED WITH BID

THE FOLLOWING PRICE BREAKDOWNS MUST BE SUBMITTED WITH THE BID

Price quote for the improvements to the Reading Public Library Northeast Branch	$ 11,900.
Price quote for the improvements to the Reading Public Library Northwest Branch	$ 6,600.
Price quote for the improvements to the Reading Public Library Southeast Branch	$ 9,500.
Price quote for the improvements to the Liberty Fire Co.	$ 57,000.
Total	$ 85,000.

PROPOSAL

Proposal of:

Name: Uhrig Construction Inc.

Address: 1700 N. 5th Street, Reading, PA 19601

TO: Mayor Spencer
City of Reading
815 Washington Street
Reading, PA 19601

Dear Mayor Spencer:

In conformity with City Plans and specifications, all as prepared by the Community Development Department and after an examination of the site of the work, and the Contract Documents, including the instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety of otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Department of Community Development of the City of Reading and its Engineer for the total base bid as herein bid:

Eighty-five thousand dollars (written)

$ 85,000.00 (figures).

IN WITNESS WHEREOF, this proposal has been executed this 16th day April A.D. 2013, by the setting hereunto of his or its hand and seal.

(INDIVIDUAL: PRINCIPAL)

_____(Seal)
(Signature of Individual)

Witness:

_____

Trading and Doing Business as:

_____

(PARTNERSHIP PRINCIPAL)

_____(Seal)
(Name of Partnership)

Witness:

_____ By:_____(Seal)
(Partner)

Witness:

_____ By:_____(Seal)
(Partner)

Witness:

_____ By:_____(Seal)
(Partner)

Witness:

_____ By:_____(Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

Jere A Yeager
(Assistant ~~Secretary~~)

Jere A Yeager

Uhrig Construction Inc.
(Name of Corporation)

By: _____
(~~Vice~~) President
Donald M Uhrig Jr.

(CORPORATE SEAL)

or (if appropriate)

_____
(Name of Corporation)

By:_____
Authorized Representative

DUPLICATE

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

Uhrig Construction as Principal (the "Principal"), and Colonial Surety Company a corporation organized and existing under laws of the State of PA, as Surety (the "Surety"), are held and firmly bound unto City of Reading as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of

10% of amount bid ——— Dollars

($ ——),

lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the General Construction Work in connection with the construction of Library/Liberty Improvements pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601-3690.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be accompanied by proposal guaranty to be held by the Obligee on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance Bond, Payment Bond and a Wage Rate Compliance Bond, and upon award of a contract to him by the Obligee, shall execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

DUPLICATE

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligee the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this 16th day of April, 2013.

(INDIVIDUAL PRINCIPAL)

_____ (Seal)
(Signature of Individual)

Witness:

_____

Trading and Doing Business as:

_____

DUPLICATE

(PARTNERSHIP PRINCIPAL)

(PARTNERSHIP PRINCIPAL)

_____ (Seal)
(Name of Partnership)

Witness:

_____

By:_____ (Seal)
(Partner)

Witness:

_____

By:_____
(Partner)

(Seal)

Witness:

_____

By:_____
(Partner)

(Seal)

Witness:

_____

By:_____ (Seal)
(Partner)

DUPLICATE

(CORPORATION PRINCIPAL)

Uhrig Construction Inc.
(Name of Corporation)

By: Donald M. Uhrig Jr.

~~(Vice)~~ President

Attest: [signature]
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

_____
(Name of Corporation)

By: _____

(Authorized Representative)

Signed Christine Frances Ratajczak
Notary
(Title)

Subscribed and sworn to before me on
this 16th day of April, 2013
Christine Frances Ratajczak
Notary
(Title)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine Frances Ratajczak, Notary Public
City of Reading, Berks County
My Commission Expires March 20, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My Commission Expires:
March 20, 2016

DUPLICATE

(CORPORATION SURETY)

Colonial Surety Company Inc.

(Name of Corporation)

By: Teri A. Yeager

Teri A. Yeager
Attorney In Fact

(Attorney-In-Fact)

Witness:

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

COLONIAL SURETY COMPANY

HOME OFFICE: 1423 State Road, Duncannon, Pennsylvania 17020

DUPLICATE

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an office in Duncannon, Perry County, PA does by these presents make, constitute and appoint

Teri Yeager
Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy
of Harrisburg and The Commonwealth of Pennsylvania its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section I. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

Commonwealth of PA
County of Perry } SS.:

Colonial Surety Company — Incorporated — 1930 — Pennsylvania

By _____
Wayne Nunziata

On this 27th day of April, in the year 2011, before me Kathleen Kapp Miller, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Kathleen Kapp Miller — Commonwealth of Pennsylvania — NOTARY PUBLIC

Notarial Seal
Kathleen Kapp Miller, Notary Public
Penn. Twp., Perry County
My Commission Expires May 17, 2013
Member, Pennsylvania Association of Notaries

_____
Kathleen Kapp Miller — Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Duncannon, Pennsylvania this 16th day of April, 2013.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

_____
Audie B. Murphy, Secretary

Form S-100-112 (Rev 1/11)

DUPLICATE

State of PA

County of Berks

AND NOW, this 16th day of April, in the calendar year of 2013, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Teri Yeager, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of Berks County PA
My Commission Expires on March 20, 2016

Notary Public in and for the

County of Berks
State of PA

Christine Frances Ratajczak
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine Frances Ratajczak, Notary Public
City of Reading, Berks County
My Commission Expires March 20, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COLONIAL SURETY COMPANY
Duncannon, Pennsylvania
- Inc 1930 –

DUPLICATE

FINANCIAL STATEMENT—DECEMBER 31, 2011

ASSETS

*Stocks and Bonds	$ 35,267,941
Cash In Office & Banks	2,090,802
Accrued Interest & Dividends	299,345
Premiums & Agents Balances Receivable	116,962
Other Assets	6,239,836
Total Admitted Assets	44,014,886

LIABILITIES & SURPLUS

Reserve for Unearned Premiums	$ 5,891,892
Claim Reserves	12,160,194
Other Liabilities	1,935,646
Collateral Held	1,599,654
Capital Stock	3,000,000
Surplus	19,427,500
Total Liabilities & Surplus	44,014,886

*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY
COUNTY OF BERGEN ss.:

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2011.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 30th day of April, 2012.

Colonial Surety Company Incorporated 1930 Pennsylvania

Wayne Nunziata — President

Theresa Spinelli — Notary Public

Theresa Spinelli
A Notary Public of New Jersey
My Commission Expires September 9, 2016

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract 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.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.

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.

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.

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

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of PA

County of Berks

Donald M. Uhrig Jr., being first duly sworn, deposes and says that:

He/She is President (Owner, Partner, Officer, Representative or Agent) of Uhrig Construction Inc., the Bidder that has submitted the attached Bid or Bids;

He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers;
partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

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

(Name and Company Position)
Donald M. Uhrig Jr., President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 16th
DAY OF April, 2013

Christine Frances Ratajczak My Commission Expires March 20, 2016
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine Frances Ratajczak, Notary Public
City of Reading, Berks County
My Commission Expires March 20, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable timeframe specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Uhrig Construction Inc.
NAME OF PROVIDER

By: _____
AUTHORIZED SIGNATORY

Title: President
PRESIDENT OR VICE PRESIDENT

Attest: _____

RESOLUTION NO. 192-92

WHEREAS, reportedly, twenty-five cement manufacturing facilities in the United States are currently burning well over two billion pounds a year of hazardous waste as a source of fuel and additional profit in the cement manufacturing process; and

WHEREAS, approximately twenty cement manufacturing facilities are seeking permission to start this practice; and

WHEREAS, sufficient data and evidence as to the safety of cement products made from hazardous waste has not been proven; and

WHEREAS, it is in the best interest of the citizens of the City of Reading in regard to their health and quality of life that cement derived from hazardous waste be banned from any City projects.

NOW, THEREFORE, the Council of the City of Reading resolves that the City of Reading will not purchase cement from any facility that burns hazardous waste as fuel in its manufacturing process, nor allow the use of concrete made from this type of cement. This policy shall be reflected in city bid specifications.

PASSED COUNCIL April 1, 1993

WARREN H. HAGGERTY, JR.
Mayor

ATTEST:

RUTH M. THOMPSON
City Clerk

STATEMENT REGARDING MANUFACTURE OF CEMENT

The following statement is to be signed by an authorized officer of the company.

The undersigned contractor hereby certifies in accordance with City of Reading Resolution #192-92, that any cement used in performance of this contract shall not have been manufactured by a process using hazardous materials, as defined by the Environmental Protection Agency, in the manufacture and makeup thereof.

CONTRACTOR Uhrig Construction Inc.

By: _____

Title: President

ATTEST:

_____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Uhrig Construction Inc.
2. Permanent main office address: 1700 N. 5th Street, Reading PA 19601
3. When organized: January 2001
4. If a corporation, where incorporated: State of PA
5. How many years have you been engaged in the contracting business under your present firm or trade name: 11 years
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached Uhrig Construction Job Information (WIP)
7. Have you ever failed to complete any work awarded to you? If so, where and why?

   no
8. Have you ever defaulted on a contract ? no . If so, where and why?
9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed. Please see attached Uhrig Construction Major Projects
10. List your major equipment available for this contract.

    Uhrig Construction has all necessary equipment available to complete this project.
11. Describe experience in construction work similar in importance to this project on an attached sheet.

    Please see attached Uhrig Construction major projects. Uhrig Construction has successfully completed many projects for the City of Reading and more recently completed renovating the Treadyffrin Public Library.

12. Background and experience of the principal members of your organization, including the officers.

Please see attached key employees

13. Credit available: $ Uhrig Construction has necessary credit to complete project.

14. Give Bank reference: Sovereign Bank, Carl Fiorini (610)378-6205

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? yes

16. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? no If so, give full details.
n/a

(B) Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency?
no. If so, give full details n/a

17. All prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Protection. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Protection, or a letter of approval from the Pennsylvania Department of Environmental Protection for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. Same to be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241." Uhrig Construction will provide from hauler if awarded project.

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification of the recitals comprising this Statement of Bidder's Qualifications.

19. Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

Colonial Surety Company Inc., 50 Chestnut Ridge Road, Montvale, NJ 07645 - Contact: Rita Alfaro 800-221-3662

20. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

The Loomis Company, 850 N. Park Road, Wyomissing, PA 19610 - Contact: Joe Reedy (610) 374-4040 ext. 2272

21. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at 9:00 a.m. this 16th day of April, 2013.

Uhrig Construction Inc.
(NAME OF BIDDER)

BY: [signature]

TITLE: President

Subscribed and sworn to me on
this 16th day of April, 2013

Christine Frances Ratajczak

My commission Expires:
March 20, 2016

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine Frances Ratajczak, Notary Public
City of Reading, Berks County
My Commission Expires March 20, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Uhrig Construction Job Information (WIP)

Revenues	*Job Number*	*Job Name*
$3,537,986.07	0210-3339R	Street Department Facility

Customer LName	*Job Address*	*Job City*
West Goshen Township	1025 Paoli Pike	West Chester

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	19380	2/24/2010			$3,537,986.07

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	*Job Number*	*Job Name*
$1,359,946.64	0212-4465R	PSU Berks Perkins Memorial Plaza

Customer LName	*Job Address*	*Job City*
Penn State		Wyomissing

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	19610	2/22/2012			$1,359,946.64

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	*Job Number*	*Job Name*
$1,097,120.25	0311-3704R	Parkway Offices

Customer LName	*Job Address*	*Job City*
York Housing Authority	31 S. Broad Street	York

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	17403	3/18/2011			$1,097,120.25

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	*Job Number*	*Job Name*
$1,012,512.70	1111-4224R	Hamburg PEMA Office REBID

Customer LName	*Job Address*	*Job City*
PA Dept. of General Services		Hamburg

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	19526	10/31/2011			$1,012,512.70

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	Job Number	Job Name
$862,350.00	0213-5504	Building Addition & Renovations

Customer LName	Job Address	Job City
Steve Moyer Subaru	201 S. Centre Ave	Leesport

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19533	2/14/2013			$0.00

Amt Remaining	Percent Complete
$862,350.00	0

Revenues	Job Number	Job Name
$658,792.00	1112-5285R	Carlino Garage Renovations REBID

Customer LName	Job Address	Job City
Masano Architects		

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
		11/30/2012			$164,964.50

Amt Remaining	Percent Complete
$493,827.50	0.25040452828814

Revenues	Job Number	Job Name
$591,446.00	0511-3838	Addition

Customer LName	Job Address	Job City
Schippers	1006 Reading Blvd	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	5/20/2011			$591,446.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$523,450.15	0312-4612S	Bldg 147 ERS Storage

Customer LName	Job Address	Job City
Carpenter Technology Corp	Bern Street	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	3/28/2012			$523,450.15

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$350,000.00	0512-4702	East Office Fit Out

Customer LName	Job Address	Job City
Customers Bank	1015 Penn Ave	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	5/24/2012			$40,000.00

Amt Remaining	Percent Complete
$310,000.00	0.114285714285714

Revenues	Job Number	Job Name
$242,900.00	0413-5679	D3 Plant Bathrooms

Customer LName	Job Address	Job City
Johnson Matthey	456 Devon Park Drive	Wayne

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19087	4/5/2013			$0.00

Amt Remaining	Percent Complete
$242,900.00	0

Revenues	Job Number	Job Name
$180,000.00	1211-4279	Cust Bk Reading

Customer LName	Job Address	Job City
Customers Bank	5th Street	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	12/20/2011			$0.00

Amt Remaining	Percent Complete
$180,000.00	0

Revenues	Job Number	Job Name
$147,800.00	0313-55445	Exton Library Vesitbule Modifications

Customer LName	Job Address	Job City
Chester, County of	450 Exton Square Parkway	Exton

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19341	3/13/2013			$5,000.00

Amt Remaining	Percent Complete
$142,800.00	0.03382949932341

Revenues	Job Number	Job Name
$142,094.49	0712-4936	RPA Properties-Spring Ridge

Customer LName	Job Address	Job City
RPA Properties 1 LLC	401 Spring Ridge	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	8/22/2012			$142,094.49

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$128,674.96	0812-5014R	New Comfort Station @ Hallman Grove

Customer LName	Job Address	Job City
Skippack Township	4089 Heckler Road	Skippack

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19474	8/21/2012			$128,674.96

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$105,000.00	1212-5329	D1 Office Renovation

Customer LName	Job Address	Job City
Johnson Matthey	456 Devon Park Drive	Wayne

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19087	12/12/2012			$52,500.00

Amt Remaining	Percent Complete
$52,500.00	0.5

Revenues	Job Number	Job Name
$91,743.00	0113-5388	D2 Process Engineering Offices

Customer LName	Job Address	Job City
Johnson Matthey	456 Devon Park Drive	Wayne

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19087	1/9/2013			$66,000.00

Amt Remaining	Percent Complete
$25,743.00	0.719400935221216

Revenues	Job Number	Job Name
$87,910.31	0912-5064	Bathroom Renovations

Customer LName	Job Address	Job City
Reading Health Sytem	6th and Spruce Streets	West Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19611	10/4/2012			$87,910.31

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$80,000.00	0213-5487	NY 99 Park Ave

Customer LName	Job Address	Job City
Customers Bank	99 Park Ave	New York

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
NY	10022	2/19/2013			$51,000.00

Amt Remaining	Percent Complete
$29,000.00	0.6375

Revenues	Job Number	Job Name
$58,500.00	0712-4931	Landis Valley Museum Seed House

Customer LName	Job Address	Job City
PA Historical & Museum Commission	2451 Kissel Hill Road	Lancaster

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	7/23/2012			$54,000.00

Amt Remaining	Percent Complete
$4,500.00	0.923076923076923

Revenues	Job Number	Job Name
$54,692.00	1212-5315	Penn Ave War Room

Customer LName	Job Address	Job City
Customers Bank	1015 Penn Ave	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	12/11/2012			$54,692.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$35,700.00	1012-5201	Conrad Weiser Medical Group Renovations

Customer LName	Job Address	Job City
Reading Hospital Medical Group	Rt. 422	Womelsdorf

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19567	10/29/2012			$35,700.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$34,500.00	0213-5508	Fit Out

Customer LName	Job Address	Job City
Lanco Credit Union	4213 Oregon Pike	Brownstown

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA		2/18/2013			$11,500.00

Amt Remaining	Percent Complete
$23,000.00	0.333333333333333

Revenues	Job Number	Job Name
$25,900.00	0213-5465	B2801-Staff Toilet Room

Customer LName	Job Address	Job City
Reading Health Sytem	6th and Spruce Streets	West Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19611	2/1/2013			$25,900.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$25,900.00	0113-5464	B2 Nurses Admin Bathroom Project

Customer LName	Job Address	Job City
Reading Health Sytem	6th and Spruce Streets	West Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19611	1/31/2013			$0.00

Amt Remaining	Percent Complete
$25,900.00	0

Revenues	Job Number	Job Name
$21,300.00	0313-5672	Basement

Customer LName	Job Address	Job City
Service Access Management	19 N 6th Street	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	3/30/2013			$0.00

Amt Remaining	Percent Complete
$21,300.00	0

Revenues	Job Number	Job Name
$20,000.00	0313-5537	Post Acute Care

Customer LName	Job Address	Job City
Reading Health Sytem	2802 Papermill Road	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	3/1/2013			$0.00

Amt Remaining	Percent Complete
$20,000.00	0

Revenues	Job Number	Job Name
$20,000.00	0313-5538	Doctor's Office Building Nephrology Ste 355

Customer LName	Job Address	Job City
Reading Health Sytem	220 Park Road North	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19612	3/1/2013			$0.00

Amt Remaining	Percent Complete
$20,000.00	0

Revenues	Job Number	Job Name
$18,985.00	0213-5517S	Bldg 152 Retaining Wall

Customer LName	Job Address	Job City
Carpenter Technology Corp	PO Box 14662	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19612	2/20/2013			$18,985.00

Amt Remaining	Percent Complete
$0.00	1

UHRIG
CONSTRUCTION INC.
PHONE 610-373-1612 ◆ FAX 610-372-3193

Uhrig Construction Major Projects

Penn State University
Andy Ritter
Physical Plant Building, Room 106
University Park, PA 16802
(814) 280-2795
Berks Campus Perkins Plaza
$1,299,000
8/2012

Schipper's Residence
Tom Masano – Architect
1637 Bernville Road
Reading, PA 19601
(610) 3764699
Interior/Exterior Renovations and Addition
$606,615
8/2012

York Housing Authority
W. Craig Zumbrun
31 S. Broad Street
York, PA 17403
(717) 845-2601
Parkway Administrative Offices
$1,083,000
8/2012

Township of Tredyffrin
Joe Sherwood
582 Upper Gulph Road
Strafford, PA 19087
(610) 688-7092
Library Renovations
$930,000
12/2011

Lehigh Valley Restaurant Group
Scott Welch
6802A Hamilton Blvd.
Allentown, PA 18106
(610) 481-0436
Red Robin Northampton Renovations
$400,000
12/2011

Berkshire Country Club
Tom Masano – Architect
1637 Bernville Road
Reading, PA 19601
(610) 376-4699
Interior/Exterior Renovations
$2,400,000
12/2011

West Goshen Township
Casey Lalonde
1025 Paoli Pike
West Chester, Pa 19382
Street Department Facility
$3,375,000.00
12/2011

Penn State University
Andy Ritter
Physical Plant Building, Room 106
University Park, PA 16802
(814) 280-2795
York Campus Swenson Engineering Center
$1,000,000
11/2011

City of Reading
Heather Dunkle
815 Washington Street
Reading, PA 19601
(610) 655-6207
Reading Police Firing Range
$500,000
10/2011

Bethlehem Housing Authority
Curt Kichline
645 Main Street
Bethlehem, PA 18018
(610) 865-8300
Bayard Homes
$2,350,000
9/2011

Spring Township
Leon Mazurie
2800 Shillington Rd
Sinking Spring, Pa 19608
$251,500.00
Police Renovations
06/2011

Hazleton School District
McKissick Architects
1515 W 23rd St
Hazleton, Pa 18202
717-238-6810
Castle Elementary School/ Middle School Auditorium Renovation
$1,006,470
06/2011

City of Reading
Heather Dunkle
815 Washington Street
Reading, PA 19601
(610) 655-6207
City Park Bandshell Renovations
$763,000
6/2011

Penn State University
Andy Ritter
Physical Plant Building, Room 106
University Park, PA 16802
Abington Campus Sutherland Hall ADA Renovations
$300,000
5/2011

Tulpehocken School District
Dr. Ed Albert

27 Rehrersburg Rd
Bethel, Pa 19507
(717) 933-4611
High School Athletic Complex
$569,500.00
04/2011

Reading School District
Barry Suski
800 Washington St
Reading, Pa 19601
610-371-5665
6th Grade Magnet School
$1,192,151.00
12/2010

PA Department of General Services
Bureau of Selections
18th and Herr Streets
Harrisburg, PA 17125
(717) 346-0497
Ephrata Cloister
$550,000
11/2010

LedgeRock Golf Course
June Maier
56 LedgeRock Rd
Mohnton, Pa 19540
(610) 777-9890
Learning Center
$2,158,435
9/09

Mahanoy City Public Library
19 West Mahanoy St
Mahanoy City, Pa 17948
(570)-773-1610
$278,000
4/09

Williams Township
Deborah Patterson
655 Cider Press Road
Easton, PA 18042
(610) 258-6788

Municipal Building
$3,434,048
7/09

Honey Brook Township
495 Suplee Rd
Honey Brook, Pa 19344
(610)-273-3084
Administration
$1,364,034
6/08

County of Lehigh
640 Hamilton St
Allentown, PA 18101
911 Call Center Relocation
(610)-437-5252
$659,242
8/2008

Kutztown University
630 Main St
Kutztown, Pa 19530
(610)-683-4000
Natatorium Repairs
$387,971
8/2008

Caron Foundation
Troy Tranquillo
243 North Galen Hall Road
Wernersville, PA 19565
(610) 678-2332
Adolescent Dining Hall- Bldg. 3200
$3,042,649
6/2008

Zion Union Church
Watkins Architect
John Watkins
Route 222 & Church Road
Maxatawny, PA 19538
(610) 944-5536
Addition & Renovation
$1,865,000
10/2007

Muhlenberg College
Tim Korn
2400 Chew Street
Allentown, PA 18104
(484) 664-3406
Office, Dorm, Classroom, Restroom Renovations + Ongoing
9/2007

St. Joseph Hospital & Medical Center
Glenn Bailey
1036 McArthur Road
Reading, PA 19605
(610) 378-2109
Blue Building
$450,000+Ongoing Projects

CB Richard Ellis
Kevin Boettlin, Project Manager
Sovereign Bank – all bank locations
1130 Berkshire Blvd.
Wyomissing, PA 19610
(610) 208-8660
6th & Penn Renovation
$3,000,000 + ongoing capital projects

Cabot Performance Materials
Tim Walsh, Facilities Director
County Line Road
P. O. Box 1608
Boyertown, PA 19512
$250,000
2001+ Ongoing Projects

County of Lehigh
Peter Shaffer
17 S. 17th Street
Suite 465
Allentown, PA 18101
Cedarbrook Nursing Home
$300,000
3/07

HCR ManorCare
Paul Frey
100 Abbeyville Road

Lancaster, PA 17603
(717) 380-8057
Activity Room Addition & Renovation
$487,000
6/07

Johnson Matthey
Ed Cooney/Tom Rambo
456 Devon Park Drive
Wayne, PA 19087
D2 Diesel Batching Area + several other projects
$209,800+ Ongoing Projects
7/2006

Reading School District
Barry Suski
717 Tulpehocken Street
Reading, PA 19601
(610) 371-5298
Athletic Facilities Upgrades and Improvements
$850,000
9/2006

Garelick Farms
Spotts, Stevens & McCoy
Don Snyder
1047 Park Road
Wyomissing, PA 19610
(610) 621-2000
Biofilter Building
$103,000
5/05

Allentown School District
Bob Sperling
301 South Penn Street
Allentown, PA 18104
(484) 765-7980
$112,900
2004

KEY EMPLOYEES

Donald M. Uhrig Jr. - President

- Over 30 years experience in the contracting industry
- Successful owner of three separate corporations: Uhrig Construction Inc., Uhrig's Professional Painting and Paperhanging, and Hannahoe Painting
- Member of Associated Builders and Contractors, Berks Chamber of Commerce, Tri-County Chamber of Commerce, PDCA, Builder's Industry Exchange and Keystone Businessmen's Club

Todd J. Cameron – Senior Estimator

- Over 23 years experience designing, estimating and managing commercial, industrial, institutional and residential projects in Southeastern PA
- Worked on projects ranging from $1K to $5M including renovation and new construction
- B.A.E. from The Pennsylvania State University with a construction management option

Rick Frick – Estimator/Sales

- Over 32 years experience in residential and commercial construction
- Skilled in estimating, sales, and supervision of projects and personnel
- Proven track record of successful completion of many large and small commercial projects for Sovereign Bank

Walter Morgan- Estimator/Project Manager

- Over 32 years experience estimating and managing commercial, industrial, and institutional projects covering the tri-state area
- Constructed numerous projects thru the design/bid method and also design/build approach
- Bachelor of Science, Civil Engineering from Indiana Institute of Technology

Steve Miller – Project Manager

- Over 18 years experience managing facilities and personnel, specializing in the construction field for the past five years
- Attended the Pennsylvania State University majoring in engineering and computer science. AutoCAD certified
- Successfully managed projects including financial institutions, healthcare facilities, assisted living centers, airports, schools and manufacturing facilities

Chris Gobright – Job Superintendent

- Over 22 years experience in high end residential and commercial construction
- Experienced in all facets of commercial and industrial facilities
- Successful completion of multi-million dollar projects being responsible for complete building layout from surveyors elevations to final finishes

John Sprigg- Foreman

- Over 43 years hands-on experience in the construction field
- Over 30 years experience effectively leading and managing all phases of a project ranging from $2K to $20M

- Successfully supervising job sites, coordinating subcontractors, and meeting all deadlines and within budget

Jarrod Meister – Foreman

- Over 15 years hands-on experience in commercial, industrial and residential construction
- Specialties – rough and finish carpentry, metal stud framing, gypsum board hanging & finishing commercial doors and hardware, concrete, and masonry work
- Successful management of projects, bringing them in on time and within budget

Harry Lesher – Foreman

- Over 12 years hands-on experience in commercial construction industry
- Specialties – rough and finish carpentry, wood and metal framing, acoustical ceilings, cabinetry and countertops doors and hardware
- Supervision of field employees

BIDDER'S SWORN QUALIFICATION STATEMENT

COUNTY OF Berks)
)
) §
)
STATE OF PA)

The Undersigned, being duly sworn under oath, certifies that the following statements are true and correct:

SUBMITTED TO: City of Reading

ADDRESS: 815 Washington Street, Reading, PA 19601

SUBMITTED BY: Uhrig Construction Inc.
NAME: Donald M Uhrig Jr.
ADDRESS: 1700 N. 5th Street, Reading, PA 19601
PRINCIPAL: Donald M. Uhrig Jr.

1. What is the bidder's form of business, i.e., corporation, partnership, sole proprietor, or joint venture:

   Corporation

2. How many years has your organization been in business?

   12 years

3. How many years have your organization been in business under its present name?

   12 years

4. Give all trade names and former names that your organization has or is using?

   n/a

5. If your organization is a corporation, give the:

   A. Date of incorporation: January, 2001

   B. State of incorporation: PA

   C. President's name: Donald M. Uhrig Jr.

   D. Vice President's name(s): Donald M. Uhrig Jr.

6. If an individual or a partnership, give the: n/a

   A. Date or organization:

   B. Name and address of all partners (state whether general or limited partnership):

7. If other than a corporation or partnership, describe your organization and name all principals or owners:

   n/a

8. List states and categories in which your organization is legally qualified to do business giving all registration or license numbers. Pennsylvania - General Construction
   Bus. License - 030946

9. List states in which partnership or trade name is filed. Pennsylvania

10. List the types of work normally performed by your own forces. Construction management, general contracting, masonry + concrete, carpentry, door/hdwe., framing, drywall, acoustical ceilings, painting, wall covering

11. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

    no

12. Within the last five years, has any owner, officer or partner of your organization ever been an owner, officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

    no

13. On a separate sheet, list major construction projects your organization has in process, giving the name or project, owner, architect, contract amount, percent complete, and scheduled completion date.
    Please see attached Uhrig Construction Job Information (WIP)

14. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
    Please see attached Uhrig Construction Major Projects

15. On a separate sheet, list the construction experience of the key individuals of your organization.
Please see attached "Key Employees"

16. Trade References: Please see attached "Commercial references"

17. Bank References: Sovereign Bank
Carl Fiorini (610) 378-6205
P.O. Box 12646
Reading PA 19612

18. Name of Bonding Company and name and address of agent:
Colonial Surety Company Inc. - Rita Alfano, Bond Adm.
50 Crestmont Ridge Road 800-221-3662
Montvale NJ 07645

19. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items: All financial info enclosed in sep. envelope

A. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

B. Net Fixed Assets:

C. Other Assets:

D. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):

E. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings):

Name of firm preparing financial statement and date thereof:

Is this financial statement for the identical organization named on page 00420-1?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Will this organization act as guarantor of the contractor for construction? Yes

Dated at 9:00 a.m. this 16th of April, 2013

Name of Organization: Uhrig Construction Inc.

BY: [signature]

TITLE: President

Subscribed and sworn before me this 16th day of April, 2016.

Notary Public: Christine Frances Ratajczak

My Commission Expires: March 20, 2016

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine Frances Ratajczak, Notary Public
City of Reading, Berks County
My Commission Expires March 20, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Uhrig Construction Job Information (WIP)

Revenues	*Job Number*	*Job Name*
$3,537,986.07	0210-3339R	Street Department Facility

Customer LName	*Job Address*	*Job City*
West Goshen Township	1025 Paoli Pike	West Chester

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	19380	2/24/2010			$3,537,986.07

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	*Job Number*	*Job Name*
$1,359,946.64	0212-4465R	PSU Berks Perkins Memorial Plaza

Customer LName	*Job Address*	*Job City*
Penn State		Wyomissing

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	19610	2/22/2012			$1,359,946.64

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	*Job Number*	*Job Name*
$1,097,120.25	0311-3704R	Parkway Offices

Customer LName	*Job Address*	*Job City*
York Housing Authority	31 S. Broad Street	York

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	17403	3/18/2011			$1,097,120.25

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	*Job Number*	*Job Name*
$1,012,512.70	1111-4224R	Hamburg PEMA Office REBID

Customer LName	*Job Address*	*Job City*
PA Dept. of General Services		Hamburg

Job State	*Job Zip*	*Date Approved*	*Deposits*	*Date Closed*	*Amount Billed*
PA	19526	10/31/2011			$1,012,512.70

Amt Remaining	*Percent Complete*
$0.00	1

Revenues	Job Number	Job Name
$862,350.00	0213-5504	Building Addition & Renovations

Customer LName	Job Address	Job City
Steve Moyer Subaru	201 S. Centre Ave	Leesport

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19533	2/14/2013			$0.00

Amt Remaining	Percent Complete
$862,350.00	0

Revenues	Job Number	Job Name
$658,792.00	1112-5285R	Carlino Garage Renovations REBID

Customer LName	Job Address	Job City
Masano Architects		

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
		11/30/2012			$164,964.50

Amt Remaining	Percent Complete
$493,827.50	0.25040452828814

Revenues	Job Number	Job Name
$591,446.00	0511-3838	Addition

Customer LName	Job Address	Job City
Schippers	1006 Reading Blvd	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	5/20/2011			$591,446.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$523,450.15	0312-4612S	Bldg 147 ERS Storage

Customer LName	Job Address	Job City
Carpenter Technology Corp	Bern Street	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	3/28/2012			$523,450.15

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$350,000.00	0612-4702	East Office Fit Out

Customer LName	Job Address	Job City
Customers Bank	1015 Penn Ave	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	5/24/2012			$40,000.00

Amt Remaining	Percent Complete
$310,000.00	0.114285714285714

Revenues	Job Number	Job Name
$242,900.00	0413-5679	D3 Plant Bathrooms

Customer LName	Job Address	Job City
Johnson Matthey	456 Devon Park Drive	Wayne

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19087	4/5/2013			$0.00

Amt Remaining	Percent Complete
$242,900.00	0

Revenues	Job Number	Job Name
$180,000.00	1211-4279	Cust Bk Reading

Customer LName	Job Address	Job City
Customers Bank	5th Street	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	12/20/2011			$0.00

Amt Remaining	Percent Complete
$180,000.00	0

Revenues	Job Number	Job Name
$147,800.00	0313-55445	Exton Library Vesitbule Modifications

Customer LName	Job Address	Job City
Chester, County of	450 Exton Square Parkway	Exton

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19341	3/13/2013			$5,000.00

Amt Remaining	Percent Complete
$142,800.00	0.03382949932341

Revenues	Job Number	Job Name
$142,094.49	0712-4936	RPA Properties-Spring Ridge

Customer LName	Job Address	Job City
RPA Properties 1 LLC	401 Spring Ridge	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	8/22/2012			$142,094.49

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$128,674.96	0812-5014R	New Comfort Station @ Hallman Grove

Customer LName	Job Address	Job City
Skippack Township	4089 Heckler Road	Skippack

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19474	8/21/2012			$128,674.96

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$105,000.00	1212-5329	D1 Office Renovation

Customer LName	Job Address	Job City
Johnson Matthey	456 Devon Park Drive	Wayne

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19087	12/12/2012			$52,500.00

Amt Remaining	Percent Complete
$52,500.00	0.5

Revenues	Job Number	Job Name
$91,743.00	0113-5388	D2 Process Engineering Offices

Customer LName	Job Address	Job City
Johnson Matthey	456 Devon Park Drive	Wayne

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19087	1/9/2013			$66,000.00

Amt Remaining	Percent Complete
$25,743.00	0.719400935221216

Revenues	Job Number	Job Name
$87,910.31	0912-5064	Bathroom Renovations

Customer LName	Job Address	Job City
Reading Health Sytem	6th and Spruce Streets	West Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19611	10/4/2012			$87,910.31

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$60,000.00	0213-5487	NY 99 Park Ave

Customer LName	Job Address	Job City
Customers Bank	99 Park Ave	New York

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
NY	10022	2/19/2013			$51,000.00

Amt Remaining	Percent Complete
$29,000.00	0.6375

Revenues	Job Number	Job Name
$58,500.00	0712-4931	Landis Valley Museum Seed House

Customer LName	Job Address	Job City
PA Historical & Museum Commission	2451 Kissel Hill Road	Lancaster

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	7/23/2012			$54,000.00

Amt Remaining	Percent Complete
$4,500.00	0.923076923076923

Revenues	Job Number	Job Name
$54,692.00	1212-5315	Penn Ave War Room

Customer LName	Job Address	Job City
Customers Bank	1015 Penn Ave	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	12/11/2012			$54,692.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$35,700.00	1012-5201	Conrad Weiser Medical Group Renovations

Customer LName	Job Address	Job City
Reading Hospital Medical Group	Rt. 422	Womelsdorf

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19567	10/29/2012			$35,700.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$34,500.00	0213-5508	Fit Out

Customer LName	Job Address	Job City
Lanco Credit Union	4213 Oregon Pike	Brownstown

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA		2/18/2013			$11,500.00

Amt Remaining	Percent Complete
$23,000.00	0.333333333333333

Revenues	Job Number	Job Name
$25,900.00	0213-5465	B2801-Staff Toilet Room

Customer LName	Job Address	Job City
Reading Health Sytem	6th and Spruce Streets	West Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19611	2/1/2013			$25,900.00

Amt Remaining	Percent Complete
$0.00	1

Revenues	Job Number	Job Name
$25,900.00	0113-5464	B2 Nurses Admin Bathroom Project

Customer LName	Job Address	Job City
Reading Health Sytem	6th and Spruce Streets	West Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19611	1/31/2013			$0.00

Amt Remaining	Percent Complete
$25,900.00	0

Revenues	Job Number	Job Name
$21,300.00	0313-5672	Basement

Customer LName	Job Address	Job City
Service Access Management	19 N 6th Street	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19601	3/30/2013			$0.00

Amt Remaining	Percent Complete
$21,300.00	0

Revenues	Job Number	Job Name
$20,000.00	0313-5537	Post Acute Care

Customer LName	Job Address	Job City
Reading Health Sytem	2802 Papermill Road	Wyomissing

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19610	3/1/2013			$0.00

Amt Remaining	Percent Complete
$20,000.00	0

Revenues	Job Number	Job Name
$20,000.00	0313-5538	Doctor's Office Building Nephrology Ste 355

Customer LName	Job Address	Job City
Reading Health Sytem	220 Park Road North	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19612	3/1/2013			$0.00

Amt Remaining	Percent Complete
$20,000.00	0

Revenues	Job Number	Job Name
$18,985.00	0213-5517S	Bldg 152 Retaining Wall

Customer LName	Job Address	Job City
Carpenter Technology Corp	PO Box 14662	Reading

Job State	Job Zip	Date Approved	Deposits	Date Closed	Amount Billed
PA	19612	2/20/2013			$18,985.00

Amt Remaining	Percent Complete
$0.00	1

UHRIG
CONSTRUCTION INC.
PHONE 610-373-1612 ◆ FAX 610-372-3193

Uhrig Construction Major Projects

Penn State University
Andy Ritter
Physical Plant Building, Room 106
University Park, PA 16802
(814) 280-2795
Berks Campus Perkins Plaza
$1,299,000
8/2012

Schipper's Residence
Tom Masano – Architect
1637 Bernville Road
Reading, PA 19601
(610) 3764699
Interior/Exterior Renovations and Addition
$606,615
8/2012

York Housing Authority
W. Craig Zumbrun
31 S. Broad Street
York, PA 17403
(717) 845-2601
Parkway Administrative Offices
$1,083,000
8/2012

Township of Tredyffrin
Joe Sherwood
582 Upper Gulph Road
Strafford, PA 19087
(610) 688-7092
Library Renovations
$930,000
12/2011

Lehigh Valley Restaurant Group
Scott Welch
6802A Hamilton Blvd.
Allentown, PA 18106
(610) 481-0436
Red Robin Northampton Renovations
$400,000
12/2011

Berkshire Country Club
Tom Masano – Architect
1637 Bernville Road
Reading, PA 19601
(610) 376-4699
Interior/Exterior Renovations
$2,400,000
12/2011

West Goshen Township
Casey Lalonde
1025 Paoli Pike
West Chester, Pa 19382
Street Department Facility
$3,375,000.00
12/2011

Penn State University
Andy Ritter
Physical Plant Building, Room 106
University Park, PA 16802
(814) 280-2795
York Campus Swenson Engineering Center
$1,000,000
11/2011

City of Reading
Heather Dunkle
815 Washington Street
Reading, PA 19601
(610) 655-6207
Reading Police Firing Range
$500,000
10/2011

Bethlehem Housing Authority
Curt Kichline
645 Main Street
Bethlehem, PA 18018
(610) 865-8300
Bayard Homes
$2,350,000
9/2011

Spring Township
Leon Mazurie
2800 Shillington Rd
Sinking Spring, Pa 19608
$251,500.00
Police Renovations
06/2011

Hazleton School District
McKissick Architects
1515 W 23rd St
Hazleton, Pa 18202
717-238-6810
Castle Elementary School/ Middle School Auditorium Renovation
$1,006,470
06/2011

City of Reading
Heather Dunkle
815 Washington Street
Reading, PA 19601
(610) 655-6207
City Park Bandshell Renovations
$763,000
6/2011

Penn State University
Andy Ritter
Physical Plant Building, Room 106
University Park, PA 16802
Abington Campus Sutherland Hall ADA Renovations
$300,000
5/2011

Tulpehocken School District
Dr. Ed Albert

27 Rehrersburg Rd
Bethel, Pa 19507
(717) 933-4611
High School Athletic Complex
$569,500.00
04/2011

Reading School District
Barry Suski
800 Washington St
Reading, Pa 19601
610-371-5665
6th Grade Magnet School
$1,192,151.00
12/2010

PA Department of General Services
Bureau of Selections
18th and Herr Streets
Harrisburg, PA 17125
(717) 346-0497
Ephrata Cloister
$550,000
11/2010

LedgeRock Golf Course
June Maier
56 LedgeRock Rd
Mohnton, Pa 19540
(610) 777-9890
Learning Center
$2,158,435
9/09

Mahanoy City Public Library
19 West Mahanoy St
Mahanoy City, Pa 17948
(570)-773-1610
$278,000
4/09

Williams Township
Deborah Patterson
655 Cider Press Road
Easton, PA 18042
(610) 258-6788

Municipal Building
$3,434,048
7/09

Honey Brook Township
495 Suplee Rd
Honey Brook, Pa 19344
(610)-273-3084
Administration
$1,364,034
6/08

County of Lehigh
640 Hamilton St
Allentown, PA 18101
911 Call Center Relocation
(610)-437-5252
$659,242
8/2008

Kutztown University
630 Main St
Kutztown, Pa 19530
(610)-683-4000
Natatorium Repairs
$387,971
8/2008

Caron Foundation
Troy Tranquillo
243 North Galen Hall Road
Wernersville, PA 19565
(610) 678-2332
Adolescent Dining Hall- Bldg. 3200
$3,042,649
6/2008

Zion Union Church
Watkins Architect
John Watkins
Route 222 & Church Road
Maxatawny, PA 19538
(610) 944-5536
Addition & Renovation
$1,865,000
10/2007

Muhlenberg College
Tim Korn
2400 Chew Street
Allentown, PA 18104
(484) 664-3406
Office, Dorm, Classroom, Restroom Renovations + Ongoing
9/2007

St. Joseph Hospital & Medical Center
Glenn Bailey
1036 McArthur Road
Reading, PA 19605
(610) 378-2109
Blue Building
$450,000+Ongoing Projects

CB Richard Ellis
Kevin Boettlin, Project Manager
Sovereign Bank – all bank locations
1130 Berkshire Blvd.
Wyomissing, PA 19610
(610) 208-8660
6th & Penn Renovation
$3,000,000 + ongoing capital projects

Cabot Performance Materials
Tim Walsh, Facilities Director
County Line Road
P. O. Box 1608
Boyertown, PA 19512
$250,000
2001+ Ongoing Projects

County of Lehigh
Peter Shaffer
17 S. 17th Street
Suite 465
Allentown, PA 18101
Cedarbrook Nursing Home
$300,000
3/07

HCR ManorCare
Paul Frey
100 Abbeyville Road

Lancaster, PA 17603
(717) 380-8057
Activity Room Addition & Renovation
$487,000
6/07

Johnson Matthey
Ed Cooney/Tom Rambo
456 Devon Park Drive
Wayne, PA 19087
D2 Diesel Batching Area + several other projects
$209,800+ Ongoing Projects
7/2006

Reading School District
Barry Suski
717 Tulpehocken Street
Reading, PA 19601
(610) 371-5298
Athletic Facilities Upgrades and Improvements
$850,000
9/2006

Garelick Farms
Spotts, Stevens & McCoy
Don Snyder
1047 Park Road
Wyomissing, PA 19610
(610) 621-2000
Biofilter Building
$103,000
5/05

Allentown School District
Bob Sperling
301 South Penn Street
Allentown, PA 18104
(484) 765-7980
$112,900
2004

KEY EMPLOYEES

Donald M. Uhrig Jr. - President

- Over 30 years experience in the contracting industry
- Successful owner of three separate corporations: Uhrig Construction Inc., Uhrig's Professional Painting and Paperhanging, and Hannahoe Painting
- Member of Associated Builders and Contractors, Berks Chamber of Commerce, Tri-County Chamber of Commerce, PDCA, Builder's Industry Exchange and Keystone Businessmen's Club

Todd J. Cameron – Senior Estimator

- Over 23 years experience designing, estimating and managing commercial, industrial, institutional and residential projects in Southeastern PA
- Worked on projects ranging from $1K to $5M including renovation and new construction
- B.A.E. from The Pennsylvania State University with a construction management option

Rick Frick – Estimator/Sales

- Over 32 years experience in residential and commercial construction
- Skilled in estimating, sales, and supervision of projects and personnel
- Proven track record of successful completion of many large and small commercial projects for Sovereign Bank

Walter Morgan- Estimator/Project Manager

- Over 32 years experience estimating and managing commercial, industrial, and institutional projects covering the tri-state area
- Constructed numerous projects thru the design/bid method and also design/build approach
- Bachelor of Science, Civil Engineering from Indiana Institute of Technology

Steve Miller – Project Manager

- Over 18 years experience managing facilities and personnel, specializing in the construction field for the past five years
- Attended the Pennsylvania State University majoring in engineering and computer science. AutoCAD certified
- Successfully managed projects including financial institutions, healthcare facilities, assisted living centers, airports, schools and manufacturing facilities

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- Supervision of field employees

COMMERCIAL REFERENCES

CB Richard Ellis c/o Sovereign Bank
Kevin Boettlin
Facilities Manager
1130 Berkshire Boulevard
Wyomissing, PA 19610
610-988-1924

Johnson Matthey
Ed Cooney
Purchasing Agent
456 Devon Park Drive
Wayne, PA 19087
610-341-8265

St. Joseph Medical Center
Glenn Bailey
Director of Plant Operations
1036 McArthur Road
Reading, PA 19601
610-378-2108

Caron Foundation
Troy Tranquillo
243 N. Galen Hall Road
P. O. Box 27
Wernersville, PA 19565
610-678-2332

Kutztown University
Craig Kleinsmith
Contract Specialist
P. O. Box 730
Kutztown, PA 19530-0730
610-683-4602

Olsen Design Group
Larry Smith
2345 Bernville Road
Reading, PA 19605
610-371-9606

Williams Township
Mike Strawn
Township Manager
655 Cider Press Road
Easton, PA 18042
610-258-6788

Bethlehem Housing Authority
Curt Kichline
Planning and Construction Mgr.
645 Main Street
Bethlehem , PA 18018
610-865-8300

Muhlenberg College
Michael Brewer
Director of Plant Operations
2400 Chew Street
Allentown, PA 18104
484-664-3404

EMCOR/Wachovia Bank
Ron Nein
Facility Manager
600 Penn Street
Reading, PA 19602
610-655-1607

Penn State University
Andy Ritter
Physical Plant Building
159A
University Park, PA 16802
814-280-2795

Steve Moyer Subaru
Steve Moyer
210 S. Centre Avenue
Leesport, PA 19533
610-916-7000

EQUAL EMPLOYMENT OPPORTUNITY AND SECTION 3 QUESTIONNAIRE

(Please complete the following information and answer all questions; use an attached sheet as necessary.)

1. (a) Contractor: How many persons from the City of Reading 0, low income City residents 0, and minorities: 0 Black, 0 Hispanic, 0 White, 16 Asian/Pacific Islander, 0 Other, are on your present basic payroll?

   (b) Subcontractor: How many persons from the City of Reading _____, low income City residents _____, and minority groups: _____Black, _____ Hispanic, _____ White, _____ Asian/Pacific Islander, _____Other, are on your present basic payroll? N/A

2. How many City of Reading residents 0, low income City residents 6, and minorities: 0 Black, 0 Hispanic, 0 White, 0 Asian/ Pacific Islander, 0 Other, are presently in training programs run by your company, your subcontractors, and associations to which you or your subcontractors may belong or with unions with which you and your subcontractors have collective bargaining agreements?

3. Does your firm, subcontractors, associations to which you or they belong or unions with which you or your subcontractors have collective bargaining agreements a definite plan for creating career situations, training and employment for residents of the City of Reading, low income citizens, and minorities? n/a. If so, please include a copy of the plan with your formal bid and specify the number of individuals (from the groups referred to previously), to be placed in apprenticeship or other training situations. When is the program scheduled to begin? n/a What portion of the program is already in operation?

4. What plans does your firm have to utilize business concerns located in, or owned in substantial part by persons residing in the City? Uhrig Construction, if awarded the project, plans to utilize the best qualified subcontractors offering the best pricing for the City

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

DATE: 4/16/13

BY: Uhrig Construction Inc.
(NAME OF BIDDER)

(TITLE)
Donald M. Uhrig Jr., President

OFFICIAL ADDRESS:

1700 N. 5th Street
Reading, PA 19601

CONTRACTOR'S STATEMENT FOR PUBLIC DISCLOSURE *

1. a/ Name of Contractor: Uhrig Construction Inc.

   b/ Address and Zip Code of Contractor: 1700 N. 5th Street, Reading, PA 19601

2. If the Contractor is not an individual doing business under his own name, the Contractor has the status indicated below and is organized or operating under the laws of State of Pennsylvania

   ✓ a corporation

   _____ a partnership known as:

   _____ a business association or a joint venture known as:

   _____ a Federal, State or Local government or instrumentality thereof

   _____ other (explain)

3. If the Contractor is not an individual or a government agency or instrumentality, give date of organization: January 2001

4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:

   a/ If the Contractor is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock. Donald M. Uhrig Jr. - 100% Stockholder - President, Vice-President, Secretary & Treas. of Corporation

   b/ If the Contractor is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest. n/a

   c/ If the Contractor is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest. n/a

   d/ If the Contractor is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%. n/a

* If space on this form is inadequate for any requested information, this should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

NAME, ADDRESS & ZIP CODE	POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Contractor (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Contractor, or more than 50% of the stock in a corporation which holds 20% of the stock of the Contractor).

NAME, ADDRESS & ZIP CODE	DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST
none	

6. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:

none

7. Is the Contractor a subsidiary of or affiliated with any other corporation or any other firm or firms?
✓ YES ___ NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Contractor, and identify the officers and directors or trustees common to the Contractor and such other corporation or firm: Donald M. Uhrig Jr. is also President, Vice-President, Secretary + Treasurer of Uhrig's Professional Painting + Hanaahoe Painting, 1700 N. 5th Street, Reading, PA 19601

8. Other federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Contractor or any of the principals of the Contractor is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:

n/a

9. If the Contractor or a parent corporation, a subsidiary, an affiliate or a principal of the Contractor is to participate in the work or services as a Subcontractor or consultant:

   a/ Name and address of such Subcontractor or consultant: n/a

   b/ Has such Subcontractor within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a contract?
   ___YES ___ NO. If yes, explain:

c/ Outstanding contract bids of such Subcontractor or consultant:

Awarding Agency	Amount	Date Opened
n/a	$	

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subcontractor or consultant for the performance of the work or services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subcontractor or consultant.

n/a

11. a/ Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? ___YES ___NO. If yes, explain:

b/ Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? ___YES ___NO. If yes, explain:

CERTIFICATION

I (We) Donald M. Uhrig Jr. certify that this Contractor's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and beliefs.

DATED: 7/16/13

(SIGNATURE)

Donald M. Uhrig Jr.

President

(TITLE)

1700 N. 5th Street, Reading, PA 19601

(ADDRESS & ZIP CODE)

DATED: _____

(SIGNATURE)

(TITLE)

(ADDRESS & ZIP CODE)

1 - If the Contractor is an individual, this Statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty For False Certification: Section 1001, Title 18, of the U.S.C. provides a fine of not more than $10,000, or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

(ONLY AS NEEDED)

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1 TO BID FOR: Liberty + Library Branches Project

OPENING DATE: 4/16/13

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated above. This sheet is now part of the Contract Documents.

I, HEREBY CERTIFY, THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT WITH THE TOTAL BID PRICE.

Firm Name (Type or Print) Uhrig Construction Inc.

Authorized Signature _____ Title President

Name (Type or Print) Donald M. Uhrig Jr. Date 4/16/13

PRICE BREAKDOWNS MUST BE SUBMITTED WITH BID

MAIN BRANCH REMEDIATION AND IMPROVEMENTS
SOUTHEAST BRANCH – LIBRARY IMPROVEMENTS
NORTHEAST BRANCH – LIBRARY IMPROVEMENTS
NORTHWEST BRANCH – LIBRARY IMPROVEMENTS
AND THE
LIBERTY FIRE COMPANY – MASONRY IMPROVEMENTS

A. COST BREAKDOWN (Total of Breakdowns shall equal Base Bid.)

1. Breakout Cost for Southeast Library Branch $ 9,500.

2. Breakout Cost for Northeast Library Branch $ 11,900.

3. Breakout Cost for Northwest Library Branch $ 6,600.

4. Breakout Cost for Liberty Fire Company $ 57,000.

B. ALTERNATES

Alternate No. 1, 2, 3, 4, 5 and 6: ---------- NOT USED

Alternate No. 7: Paint Windows @ Northwest Library (DEDUCT) $ 4,950.

Alternate No. 8: Point Chimneys @ Liberty Fire Co. (DEDUCT) $ 6,800.

C. UNIT PRICES

Unit Price No. 1, 2, 3, 6, 7, 8, 9: ---------- NOT USED

Unit Price No. 4: Brick replacement @ Liberty Fire Co. (each) $ 8.90

Unit Price No. 5: Repoint Masonry @ Liberty Fire Co. (linear foot) $ 4.30

Unit Price No. 10: Install Cast Stone at Liberty Fire House. (cu. ft.) $ 3,850.

(End of Document)

CONTRACT DOCUMENTS

CONTRACT

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this 10th day of July, in the year two thousand and Thirteen by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and UHRIG CONSTRUCTION, INC. Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of April 16, 2013 and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS---------- (state here the lump sum amount, unit prices, or both as desired in individual cases.) ($85,000.00)

/*
Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work as specified in the technical specifications, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract.

STIPULATED DAMAGES. The Contractor shall begin work within ten (10) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of Five Hundred Dollars ($500.00) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason beyond the time fixed herein

/*For Main Branch Remediation and Improvements; Southeast Branch - Library Improvements; Northeast Branch - Library Improvements; Northwest Branch - Library Improvements; and Liberty Fire Company - Masonry Improvements, Operations Division, Department of Public Works and Department of Community Development.

for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on Main Library IDIS No. 1572 - 32-10-46 32-10-00-4216 F/S: HUD - CDBG 2011; NE Library IDES NO. 1573 - 32-10-46-02 32-10-00-4216; NW Library IDIS No. 1574 - 32-10-46-03 32-10-00-4216; SE Library IDIS No. 1575 - 32-10-46-01 32-10-00-4216; and Liberty Fire Co. IDIS No. 1552- 32-10-26-02 32-10-00-4216 (F/S: HUD - CDBG 2011)

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

Has caused this agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested to by its Secretary.

the day and year first above written.

CITY OF READING

By: /s/ Vaughn D. Spencer
Mayor

ATTEST:

/s/ Linda A. Kelleher
City Clerk

Signed and Sealed in the Presence of

UHRIG CONSTRUCTION, INC.
CONTRACTOR

PRESIDENT

SECRETARY

PERFORMANCE BOND

CSC-221099

Know All Men By These Presents that we, UHRIG CONSTRUCTION, INC.
(CONTRACTOR)

hereinafter called the PRINCIPAL, and Colonial Surety Company
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of

the Commonwealth of Pennsylvania are held and firmly bound unto

City of Reading hereinafter called the OBLIGEE, as hereinafter
EIGHTY-FIVE THOUSAND DOLLARS AND
set forth, in the full and just sum of 00/100---------- Dollars

($ 85,000.00), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated April 16, 2013, to perform the WORK for the OBLIGEE, in connection with the **improvements of the Library Branches and Liberty Fire House,** as set forth in CONTRACT DOCUMENTS.

Operations Division, Department of Public Works and Department of Community Development.

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

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL, in accordance with the PROPOSAL, then the PRINCIPAL and OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL will truly and faithfully comply with and perform the WORK in accordance with the CONTRACT DOCUMENTS, at the time and in the manner provided in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the WORK by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

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

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT , and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forebearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forebearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this 29th day of May ,20 13 .

(INDIVIDUAL PRINCIPAL)

_____ (Seal)
(Signature of Individual)

Witness:

_____

Trading and Doing Business as:

_____

(PARTNERSHIP PRINCIPAL)

_____ (Seal)
(Name of Partnership)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

UHRIG CONSTRUCTION, INC.
(Name of Corporation)

By: _____
(Vice) President

President
Attest: _____
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

_____
(Name of Corporation)

By:_____
(Authorized Representative)

Signed _____

_____
(Title)

(CORPORATION SURETY)

Colonial Surety Company

(Name of Corporation)

By: _____

(Attorney-In-Fact) Anthony J. Cimasko, Attorney-in-Fact

Witness:

_____

Rita Alfano

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

COLONIAL SURETY COMPANY

State of New Jersey } SS.:
County of Bergen }

Colonial Surety Company — Incorporated — 1930 — Pennsylvania

By _____
Wayne Nunziata, President

On this 27th day of April, in the year 2011, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Theresa Spinelli — Notary Public — New Jersey

THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

_____
Theresa Spinelli Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 29 day of May, 20 13.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached

_____
Audie B. Murphy, Secretary

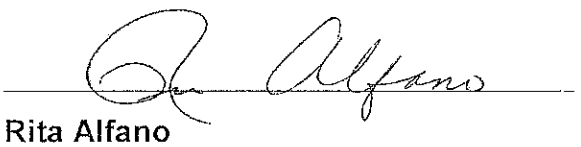
Form S-100-101 (Rev 1/11)

State of New Jersey

County of Bergen

On this 29th day of May of the year 2013, before me, Rita Alfano, a Notary Public, personally came Anthony J. Cimasko, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

Rita Alfano
A Notary Public of New Jersey
My Commission Expires October 26, 2017



Rita Alfano

Notary Public

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

- Inc 1930 -

FINANCIAL STATEMENT—DECEMBER 31, 2012

ASSETS		LIABILITIES & SURPLUS	
*Stocks and Bonds	$ 34,760,501	Reserve for Unearned Premiums	$ 6,180,207
Cash in Office & Banks	4,147,334	Claim Reserves	11,432,780
Accrued Interest & Dividends	287,491	Other Liabilities	1,189,463
Premiums & Agents Balances Receivable	766,069	Collateral Held	1,001,897
Other Assets	3,450,098	Capital Stock	3,000,000
		Surplus	20,607,146
Total Admitted Assets	43,411,493	Total Liabilities & Surplus	43,411,493

*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY
COUNTY OF BERGEN ss.:

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2012.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 2nd day of May, 2013.

Colonial Surety Company — Incorporated — 1930 — Pennsylvania

Wayne Nunziata — President

Theresa Spinelli — Notary Public

Theresa Spinelli
A Notary Public of New Jersey
My Commission Expires September 9, 2015

PAYMENT BOND

CSC-221099

Know All Men by These Presents:
UHRIG CONSTRUCTION, INC.

That We, _____ (CONTRACTOR) hereinafter called the PRINCIPAL, and Colonial Surety Company (SURETY) hereinafter called the SURETY, a corporation organized and existing under laws of the Commonwealth of Pennsylvania are held and firmly bound unto the City of Reading, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of EIGHTY-FIVE THOUSAND DOLLARS AND dollar ($85,000.00), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

00/100 CENTS
Witnesseth That:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated April 16, 2013, to perform the WORK for the OBLIGEE, in connection with the improvements of the Library Branches and Liberty Fire House, Operations as set forth in the CONTRACT, DOCUMENTS; and _____ Public Works, City of Reading, Pennsylvania.
Division, Department of Public Works and Department of Community Development.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors" Bond Law of 1967", P L 869 (the Act"): and

WHEREAS, the Act, in section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of a CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL: and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when he equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the last day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that:

(a) Any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice, served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed in the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the WORK was performed or to whom the material was furnished; and

(b) No action upon this BOND shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and

(c) Every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

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

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forebearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forebearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this day 29th of May, 2013.

(INDIVIDUAL PRINCIPAL)

_____ (Seal)
(Signature of Individual)

Witness:

_____

Trading and Doing Business as:

_____

(PARTNERSHIP PRINCIPAL)

_____ (Seal)
(Name of Partnership)

Witness:

_____

By:_____ (Seal)
(Partner)

Witness:

_____

(Seal)

By:_____
(Partner)

Witness:

_____

By:_____ (Seal)
(Partner)

Witness:

_____

By:_____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation) UHRIG CONSTRUCTION, INC.

By: _____

(Vice) President

Attest: _____

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) _____

By: _____

(Authorized Representative)

Signed _____

_____

(Title)

(CORPORATION SURETY)

(Name of Corporation) Colonial Surety Company

By: _____

(Attorney-In-Fact) Anthony J. Cimasko, Attorney-in-Fact

Witness: _____

Rita Alfano

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

COLONIAL SURETY COMPANY

State of New Jersey
County of Bergen } SS.:

Colonial Surety Company — Incorporated — 1930 — Pennsylvania

By _____
Wayne Nunziata, President

On this 27th day of April, in the year 2011, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Theresa Spinelli Notary Public New Jersey

THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

_____
Theresa Spinelli — Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 29 day of May, 20 13.

In verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask to speak with the Power of Attorney clerk. Please refer to the above named individuals and details of the bond to which this power is attached.

_____
Audie B. Murphy, Secretary

Form S-100-101 (Rev 1/11)

State of New Jersey

County of Bergen

On this 29th day of May of the year 2013, before me, Rita Alfano, a Notary Public, personally came Anthony J. Cimasko, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

Rita Alfano
A Notary Public of New Jersey
My Commission Expires October 26, 2017

Rita Alfano

Notary Public

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

- Inc 1930 --

FINANCIAL STATEMENT—DECEMBER 31, 2012

ASSETS		LIABILITIES & SURPLUS	
*Stocks and Bonds	$ 34,760,501	Reserve for Unearned Premiums	$ 6,180,207
Cash in Office & Banks	4,147,334	Claim Reserves	11,432,780
Accrued Interest & Dividends	287,491	Other Liabilities	1,189,463
Premiums & Agents Balances Receivable	766,069	Collateral Held	1,001,897
Other Assets	3,450,098	Capital Stock	3,000,000
		Surplus	20,607,146
Total Admitted Assets	43,411,493	Total Liabilities & Surplus	43,411,493

*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY
COUNTY OF BERGEN ss.:

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2012.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 2nd day of May, 2013.

Colonial Surety Company
Incorporated
1930
Pennsylvania

Wayne Nunziata — President

Theresa Spinelli — Notary Public

Theresa Spinelli
A Notary Public of New Jersey
My Commission Expires September 9, 2015

WAGE RATE COMPLIANCE BOND

BOND NO. CSC-221099

KNOW ALL MEN BY THESE PRESENTS, that UHRIG CONSTRUCTION, INC.
(Contractor)

1700 N. 5th St., Reading, PA 19601
(Full Address), (hereinafter referred

to as EMPLOYER), Colonial Surety Company
(Surety Company), Insurance Company, a corporation organized

and existing under the laws of the State of Pennsylvania (hereinafter referred to as SURETY),

are hereby severally held and firmly bound in the sum of FORTY-TWO THOUSAND FIVE HUNDRED AND 00/100---------- Dollars, being 50% of the ($42,500.00)

estimated or bidded price of the contract, lawful money of the United States of America, unto the City of

Reading, City Hall, 815 Washington Street, Reading, PA, 19601-3690, (hereinafter referred to as CITY), as its interests may appear.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if Employer and any subcontractors shall promptly pay wages due their employees for work performed under an agreement dated April 16, 20 13 (including amendments thereto), between Employer and City based on the minimum prevailing wages specified in said Agreement as published by the United States Department of Labor and as reflected in a Contract between Employer and City, dated April 16, 20 13; then the above obligation shall be void, otherwise it shall remain in full force and effect.

The Surety's obligation under this Bond shall cover payments due as aforesaid for work performed by employees during the period commencing April 16, 20 13, and ending with the completion of the project in accordance with a certificate of Completion issuable by the City.

For improvements of the Library Branches and Liberty Fire House, Operations Division, Department of Public Works and Department of Community Develompent.

We, the said Employer and Surety, and each of us do bind and oblige ourselves, to the extent of our respective liabilities hereunder, as well as our heirs, executors, administrators, successors and assigns, and every one of them, firmly by these presents.

SIGNED, SEALED, AND DATED this 29th day of May, 20 13.

(INDIVIDUAL PRINCIPAL)

_____ (Seal)
(Signature of Individual)

Witness:

_____

Trading and Doing Business as:

_____

(PARTNERSHIP PRINCIPAL)

_____ (Seal)
(Name of Partnership)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

UHRIG CONSTRUCTION, INC.

(Name of Corporation)

By: √

(Vice) President

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation)

By:

(Authorized Representative)

(CORPORATION SURETY)

Colonial Surety Company

(Name of Corporation)

By: √

(Attorney-In-Fact)

Anthony J. Cimasko, Attorney-in-Fact

Witness: √

Rita Alfano

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

COLONIAL SURETY COMPANY

State of New Jersey } SS.:
County of Bergen }

Colonial Surety Company — Incorporated — 1930 — Pennsylvania

By _____
Wayne Nunziata, President

On this 27th day of April, in the year 2011, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Theresa Spinelli Notary Public New Jersey

THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

_____
Theresa Spinelli Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 29 day of May, 20 13.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

_____
Audie B. Murphy, Secretary

Form S-100-101 (Rev 1/11)

State of New Jersey

County of Bergen

On this 29th day of May of the year 2013, before me, Rita Alfano, a Notary Public, personally came Anthony J. Cimasko, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

Rita Alfano
A Notary Public of New Jersey
My Commission Expires October 26, 2017

Rita Alfano

Notary Public

COLONIAL SURETY COMPANY
Duncannon, Pennsylvania
- Inc 1930 -

FINANCIAL STATEMENT---DECEMBER 31, 2012

ASSETS		LIABILITIES & SURPLUS	
*Stocks and Bonds	$ 34,760,501	Reserve for Unearned Premiums	$ 6,180,207
Cash in Office & Banks	4,147,334	Claim Reserves	11,432,780
Accrued Interest & Dividends	287,491	Other Liabilities	1,189,463
Premiums & Agents Balances Receivable	766,069	Collateral Held	1,001,897
Other Assets	3,450,098	Capital Stock	3,000,000
		Surplus	20,607,146
Total Admitted Assets	43,411,493	Total Liabilities & Surplus	43,411,493

*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY
COUNTY OF BERGEN ss.:

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2012.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 2nd day of May, 2013.

Colonial Surety Company
Incorporated
1930
Pennsylvania

Wayne Nunziata — President

Theresa Spinelli — Notary Public

Theresa Spinelli
A Notary Public of New Jersey
My Commission Expires September 9, 2015

MAINTENANCE BOND CSC-221099M

KNOW ALL MEN BY THESE PRESENTS, that we, UHRIG CONSTRUCTION, INC.
(CONTRACTOR) hereinafter called the PRINCIPAL, and

Colonial Surety Company hereinafter called the SURETY, a corporation organized and existing
(SURETY)

under laws of the Commonwealth of Pennsylvania, are held and firmly

bound unto the City of Reading, hereinafter called the OBLIGEE, as hereinafter set (OWNER)
forth, in the full and just sum of EIGHTY-FIVE THOUSAND DOLALRS AND 00/100---------- Dollars ($ 85,000.00),

lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

WITNESSETH THAT:

Whereas, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated April 16, 2013 ~~20XX~~ to perform the WORK for the OBLIGEE, in connection with the construction of improvements of the Library Branches and Liberty Fire House, Operations Division, as set forth in the CONTRACT Department of Public Works and Department of Community Development. DOCUMENTS as prepared by the CITY OF READING.

Now, therefore, the condition of this BOND shall be such that: If the PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the period of one (1) year from the date of completion by the PRINCIPAL and final acceptance of the OBLIGEE of the WORK performed in accordance with the CONTRACT DOCUMENTS, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects. and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this 29th day of May, 2013.

(INDIVIDUAL PRINCIPAL)

_____ (Seal)
(Signature of Individual)

Witness:

_____

Trading and Doing Business as:

_____

(PARTNERSHIP PRINCIPAL)

_____ (Seal)
(Name of Partnership)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

Witness:

_____ By:_____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

UHRIG CONSTRUCTION, INC.
(Name of Corporation)

By: _____

(Vice) President

Attest: _____
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

_____
(Name of Corporation)

By: _____

(Authorized Representative)

(CORPORATION SURETY)

Colonial Surety Company
(Name of Corporation)

By: _____
Anthony J. Cimasko, Attorney-in-Fact

(Attorney-In-Fact)

Witness: _____
Rita Alfano

(Corporate Seal)

** Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section I. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

COLONIAL SURETY COMPANY

By _____
Wayne Nunziata, President

State of New Jersey }
County of Bergen } SS.:

Colonial Surety Company — Incorporated — 1930 — Pennsylvania

On this 27th day of April, in the year 2011, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Theresa Spinelli — Notary Public — New Jersey

THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

_____
Theresa Spinelli Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 29 day of May, 20 13.

For verification of the authenticity of this Power of Attorney you may call (201) 573-3788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

_____
Audie B. Murphy, Secretary

Form S-100-101 (Rev 1/11)

State of New Jersey

County of Bergen

On this 29th day of May of the year 2013, before me, Rita Alfano, a Notary Public, personally came Anthony J. Cimasko, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

Rita Alfano
A Notary Public of New Jersey
My Commission Expires October 26, 2017

Rita Alfano

Notary Public

COLONIAL SURETY COMPANY
Duncannon, Pennsylvania
- Inc 1930 -

FINANCIAL STATEMENT—DECEMBER 31, 2012

ASSETS		LIABILITIES & SURPLUS	
*Stocks and Bonds	$ 34,760,501	Reserve for Unearned Premiums	$ 6,180,207
Cash in Office & Banks	4,147,334	Claim Reserves	11,432,780
Accrued Interest & Dividends	287,491	Other Liabilities	1,189,463
Premiums & Agents Balances Receivable	766,069	Collateral Held	1,001,897
Other Assets	3,450,098	Capital Stock	3,000,000
		Surplus	20,607,146
Total Admitted Assets	43,411,493	Total Liabilities & Surplus	43,411,493

*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY
COUNTY OF BERGEN ss.:

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2012.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 2nd day of May, 2013

Colonial Surety Company
Incorporated
1930
Pennsylvania

Wayne Nunziata — President

Theresa Spinelli — Notary Public

Theresa Spinelli
A Notary Public of New Jersey
My Commission Expires September 9, 2015

STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF PENNSYLVANIA

ss.

COUNTY OF BERKS

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

_____(SEAL)

FOR CORPORATION

UHRIG CONSTRUCTION, INC.
(Name of Corporation)

By: _____
President (Official Title)

Attest: _____
(Secretary or Asst. Secretary)

FOR PARTNERSHIP

_____
(Name of Partnership)

By: _____(SEAL)

_____(SEAL)
(Partners)

Union Insurance Company (Name of Insurance Company)

By: _____
(Attorney-in-Fact)

UHRIPRO-01 RUTR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2013

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

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

PRODUCER The Loomis Company - PCW P O Box 7011 850 N Park Road Wyomissing, PA 19610-6011 (610) 374-4040	CONTACT NAME: Tracy Ruth PHONE (A/C, No, Ext): 610-374-4040 2249 FAX (A/C, No): 610-376-1049 E-MAIL ADDRESS: truth@loomisco.com
INSURED Uhrig Construction Inc. 1700 North 5th Street Reading, PA 19601-	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Union Insurance Company 25844 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		CPA0101850-43	6/26/2012	6/26/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CPA0101850-43	6/26/2012	6/26/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CPA0101850-43	6/26/2012	6/26/2013	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA0101851-43	6/26/2012	6/26/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Including The City of Reading, its elected officials, agents and employees as additional insured under the general liability coverage.

CERTIFICATE HOLDER

City of Reading
815 Washington Street
Reading, PA 19601-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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13-15158

STIPULATION AGAINST LIENS

WHEREAS, UHRIG CONSTRUCTION, INC., hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated April 16, 2013, with the City of Reading hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: /* as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this 10th day of June 2013.

(SEAL)

CITY OF READING
(CITY OF READING)

BY: _____
Vaughn D. Spencer
TITLE: Mayor

ATTEST:

BY: _____
Linda A. Kelleher
TITLE: City Clerk

BERKS COUNTY, PA
MARIANNE R. SUTTON
PROTHONOTARY

2013 JUN 17 A 11:23

RECEIVED
PROTHONOTARY'S OFFICE

(SEAL)

UHRIG CONSTRUCTION, INC.
(CONTRACTOR)

ATTEST:

BY: _____

TITLE: President

BY: _____

TITLE: Secretary

/*For improvements of the Library Branches and Liberty Fire House, Operations Division, Department of Public Works and Department of Community Development.

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated April 16, 2013, providing for the improvements of the Library Branches and Liberty Fire House, Operations Division, Department of Public Works and Department of Community Development City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, /*, as well as in further consideration of the sum of ONE DOLLAR ($1.00) in hand paid to the said /* by the City of Reading, receipt whereof is hereby acknowledged, the said /* agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this 10th day of June, 2013.

/*UHRIG CONSTRUCTION, INC.

By: [signature]

Title: President

ATTEST:

[signature]

Secretary

(Title)

NOTICE TO PROCEED

TO:

Project_____

Contract No._____

Amount of Contract_____

You are hereby notified to commence work on the referenced contract on or before _____, 20___, and shall fully complete all of the work of said contract within_____ consecutive calendar days thereafter. Your completion date is therefore _____, 20____.

The contract provides for an assessment of the sum of $_____ as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this _____day of _____, 20___.

By_____

Title_____

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By _____

this _____day of _____ 20_____.

By _____

Title _____

DAVIS-BACON LABOR & INDUSTRY WAGE RATES

TO: **ALL CONTRACTORS**

FROM: City of Reading Community Development

RE: Davis Bacon Prevailing Wage Act

Because of the use of federal funding, below is a checklist of items that contractors are required to properly complete and submit **in order for the CD Office to process the first payment request**:

- IRS Number
- Certified Payrolls
- Certificate Appointing Officer or Employee To Supervise Payment of Employees
- Contractor or Subcontractor Certification
- Attachments I and II
- Affirmative Action Plan (for contracts over $100,000)
- Section 3 Certification (for contracts over $100,000)
- Section 3 Statement
- Equal Employment / Section III Questionnaire
- Construction Start Date
- Fringe Benefit Plan
- Workforce Roster
- Apprenticeship Agreements (If Apprentice's work on project)

It is the **GENERAL CONTRACTOR'S** responsibility to explain, obtain and review the above documentation from their subcontractors. The Community Development Office will accept only documentation forwarded by the General Contractor.

Note: Worker's who assemble and install chain link fencing on the job site shall be paid no less than the Ironworker's rate and fringe.

NOTICE

THE DAVIS-BACON ACT PREVAILING WAGE RATES SPECIFIED ON THE FOLLOWING PAGES ARE FOR *ESTIMATING* PURPOSES ONLY AND ARE **SUBJECT TO CHANGE**.

THE RATES TO BE USED AND ENFORCED FOR THE PROJECT WILL BE MADE AVAILABLE BY THE CITY PURCHASING COORDINATOR VIA CONTRACT ADDENDUM TEN DAYS PRIOR TO THE BID OPENING DATE.

General Decision Number: PA130059 01/04/2013 PA59

Superseded General Decision Number: PA20120059

State: Pennsylvania

Construction Type: Building

County: Berks County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (Does not include residential projects consisting of single family homes and apartments up to and including 4 stories. EXCLUDES SEWAGE AND WATER TREATMENT PLANT PROJECTS

Modification Number	Publication Date
0	01/04/2013

ASBE0023-005 07/02/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems)	$ 32.17	21.54

BRPA0005-025 04/29/2012

	Rates	Fringes
BRICKLAYER	$ 30.92	12.97

BRPA0005-028 05/01/2011

	Rates	Fringes
TILE SETTER	$ 25.90	12.92

CARP0492-001 06/01/2012

	Rates	Fringes
CARPENTER (Including Drywall Hanging, excluding Batt Insulators)	$ 26.88	13.25

ELEC0143-004 06/01/2012

BERKS COUNTY (Bethel, Marion, and Tulpehocken Townships)

	Rates	Fringes

ELECTRICIAN.....$ 28.00 18.86

ELEC0743-004 09/01/2010

BERKS COUNTY (Except Bethel, Marion, and Tulpehocken Townships)

	Rates	Fringes
ELECTRICIAN.....	$ 31.87	3%+15.50

ELEV0084-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 42.48	23.53

FOOTNOTES:

A. VACATION CREDIT: Employer contributes 8% basic hourly rate for 5 years or more of service as vacation pay credit, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0542-010 05/01/2009

	Rates	Fringes
Power equipment operators:		
Backhoes, Bulldozers, Excavators, Graders, Loaders, and Rollers.....	$ 29.13	16.81+A
Cranes.....	$ 29.42	16.89+A

FOOTNOTE:

A. Paid Holidays: Washington's Birthday, Good Friday, Memorial Day, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day

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IRON0420-004 07/01/2012

	Rates	Fringes
Ironworker, reinforcing and structural		
Projects $200 million and greater.....	$ 31.00	23.00
Projects less than $200 million.....	$ 30.00	23.00

LABO1174-006 05/01/2012

	Rates	Fringes
Laborer, Unskilled	$ 19.42	12.84

* PAIN0021-016 05/01/2012

	Rates	Fringes
PAINTER		
Brush and Roller	$ 24.55	14.80

PAIN0021-030 05/01/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 23.86	13.15

PLAS0592-026 05/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney run in Berks County to the Lehigh County line)	$ 26.20	18.80
REMAINDER OF BERKS COUNTY	$ 33.30	11.05
PLASTERER		
BERKS COUNTY	$ 22.93	18.25

PLUM0420-007 05/01/2011

	Rates	Fringes
PIPEFITTER (Including HVAC)	$ 39.36	26.18

PLUM0690-005 05/01/2012

	Rates	Fringes
PLUMBER	$ 35.90	26.64

* SHEE0019-005 06/01/2012

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work)	$ 30.61	30.05+A

FOOTNOTE: A. Paid Holiday: Election Day.

SUPA1999-001 11/05/1999

	Rates	Fringes
ROOFER	$ 17.23	6.99
SPRINKLER FITTER	$ 15.09	3.90

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually

each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

GENERAL WAGE DETERMINATIONS ISSUED
UNDER THE DAVIS-BACON AND RELATED ACTS

DAVIS-BACON WAGE DETERMINATION
REFERENCE MATERIAL

Section A: Introduction

This section includes a short discussion of the Davis-Bacon and related Acts and their requirements, and a brief explanation of wage determinations and their use.

Section B: How to Interpret General Wage Determinations

This section includes a discussion of how to interpret the information contained in Davis-Bacon General Wage Determinations.

Section C: Questions and Answers on the use of Davis-Bacon Wage Determinations

This section includes the answers to several of the most frequently asked questions about administration of the Davis-Bacon and related Acts.

Section A

INTRODUCTION

THE DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon Act as amended, requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes require payment of Davis-Bacon wage rates.

The geographic scope of the Davis-Bacon Act is limited, by its terms, to the 50 States and the District of Columbia. By the same token, the scope of each of the related Acts is determined by the terms of the particular statute under which the Federal assistance is provided. For example, Davis-Bacon prevailing wage provisions would apply to a construction contract located in Guam or the Virgin Islands funded under the Housing and Community Development Act of 1974, even though the Davis-Bacon Act itself does not apply to Federal construction contracts to be performed outside the 50 States and the District of Columbia.

WAGE DETERMINATIONS

A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. Department of Labor has determined to be prevailing in a given area for a particular type of construction (e.g., building, heavy, highway, or residential).

The Wage and Hour Division issues two types of wage determinations: general determinations, also known as area determinations, and project determinations. The term "wage determination" is defined as including not only the original decision but any subsequent decisions modifying, superseding, correcting, or otherwise changing the rates and scope of the original decision.

General wage determinations reflects those rates determined by the Division to be prevailing in a specific geographic area for the type of construction described. General wage decisions and modifications and supersedeas decisions thereto, contain no expiration dates and are effective from their date of notice in the Federal Register, or on the date written notice is received by the agency, whichever is earlier. If a contracting agency has a proposed construction project to which a general determination would be applicable, the published determination may be used by the contracting agency without consulting the Department of Labor, provided that questions concerning its use shall be referred to the Department of Labor.

Project wage determinations are issued at the specific request of a contracting agency; each is applicable to the named project only; and expires 180 calendar days from the date of issuance unless an extension of the expiration date is requested by the agency and approved by the Wage and Hour Division. If such a determination is not used in the period of its effectiveness, it is void. Project determinations are issued in response to contracting agencies submitting to the Wage and Hour Division a Standard Form 308 requesting a wage determination.

Modifications of general and project wage determinations are issued to update data in the original determination. Where a contract will be entered pursuant to competitive bidding procedures, a modification, notice of which is published in the Federal Register less than 10 days before the opening of bids shall be effective unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file. (For projects assisted under the National Housing Act, and for projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, dates other than bid opening apply. See Regulations, 29 CFR Part 1, section 1.6). If the contracting officer chooses to disregard a modification, a report of this action shall be inserted in the contract file and made available to the Wage and Hour Division upon request.

If a contract has not been awarded within 90 days after bid opening, modifications prior to award to a general wage determination in the contract shall be effective with respect to that contract unless the agency requests and obtains an extension of the 90-day period from the Wage and Hour Division.

Supersedeas Wage Determinations are issued annually to replace general decisions issued in the previous edition of the publication entitled General Wage Determinations Issued Under the Davis-Bacon and Related Acts. Supersedeas project wage determinations may also be issued. Supersedeas decisions affecting determinations are effective under the same circumstances as "modifications." Whereas a modification to a wage determination may make changes in only selected provisions of the wage determination, a supersedeas determination replaces the entire existing wage decision.

Notice is published in the Federal Register each week (usually on Friday) to advise the public of the publication of general wage determinations, modifications, supersedeas actions, withdrawal actions, and corrections affecting such wage determinations.

Extensions of Wage Determinations

When a general wage determination has not been awarded within 90 days after bid opening, the head of the contracting/assisting agency may request an extension of the 90 day period from the Wage and Hour Administrator. When, due to unavoidable circumstances, a project wage determination expires before award but after bid opening, the head of the contracting/assisting agency may request an extension of the expiration date of the project wage determination in the bid specifications instead of issuing a new wage determination. (For projects assisted under the National Housing Act, and for projects to receive housing assistance payment under section 8 of the U.S. Housing Act of 1937, dates other than bid opening apply. See Regulations 29 CFR, Part 1, section 1.6.)

Extension requests should be supported by a written finding including a brief statement of the factual support, that extension of the expiration date of the determination is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business.

The Administrator will either grant or deny the request for an extension after consideration of all the circumstances, including an examination to determine if the previously issued rates remain prevailing. If a request for the extension of a project wage determination is denied, a new wage determination will be issued to replace an expired project wage determination.

Section B

How to Interpret General Wage Determinations

A. WAGE DETERMINATIONS ARE STRUCTURED ACCORDING TO THE FOLLOWING FORMAT:

Each wage determination begins with a cover sheet that defines its applicability. Included on this sheet are:

The decision number.

The number of the decision superseded, if applicable.

State(s) covered.

Type of construction (building, heavy, highway, and/or residential).

County(ies) or city(ies) covered.

Description of the construction to which the wage determination applies and/or construction excluded from its application.

Record of modifications, including the initial publication date, modification numbers and dates.

In the body of each wage determination is the listing of classifications (laborers and mechanics) and accompanying basic hourly wage rates and fringe benefit rates that have been determined to be prevailing for the specified type(s) of construction in the geographic area(s) covered by the wage determination. Classification listings may also include classification groupings, fringe benefit footnotes, descriptions of the geographic areas to which subclassifications and different wage rates apply, and/or certain classification definitions. (See below for how to know the source of a rate.)

In wage determination modifications, an asterisk ("*") is used to indicate that the item marked is changed by that modification.

The wage determination appeals process is explained at the end of the wage determination. The explanation includes a description of the criteria for appeal and where to file the appeal.

The last page of each wage determination ends with "END OF DECISION" centered above the last page number for the determination. Users can refer to the page number at the bottom of that page to check back to be sure that they have all the preceding pages of the determination.

B. HOW TO FIND THE WAGE RATE FOR A PARTICULAR CLASSIFICATION AND UNDERSTAND THE BASIS FOR THE WAGE RATE:

Review the wage determination in light of the following information:

1. The body of each wage determination lists the classifications and wage rates that have been found prevailing for the cited type(s) of construction in the area covered by the wage determination.

The classifications are listed in alphabetical order of "identifiers" that indicate whether particular rates are union or non-union rates.

Many wage determinations contain only non-union wage rates, some contain only union-negotiated wage rates, and others contain both union and non-union wage rates that have been found prevailing in the area for the type of construction covered by the wage determination.

2. Above each classification (or group of classifications) listed, an alphanumeric "identifier" and date provide information about the source of the classification(s) and wage rate(s) listed for it. (SU means the rates listed under that identifier were derived from survey data and are not union rates, although the survey data on which they are based may include both union and non-union data.)

a. The identifier is SUAR0037A. SU indicates rates that are not union rates; AR = Arkansas; 0037A is a sequential number and character used in producing the wage determination. Dates before 1993 that appear with such "SU" identifiers were generated in producing the wage determinations and are not meaningful to users. However, a 1993 or later date will indicate that the classification(s) and wage rate(s) under that identifier were issued in the general wage determination on that date and reflect the results of a survey.

b. Any identifier beginning with characters other than SU is used where union classification(s) and wage rate(s) have been found prevailing.

In each such identifier, the first four letters indicate the international union (see listing, below) for the local union that negotiated the wage rates listed under that identifier. Then, there is a four-digit number that indicates the local union number. For example, the identifier is ELEV0101A. ELEV = Elevator Constructors; 0101 = the local union number (district council number where applicable); and "A" = a character used internally in processing the wage determination. The date shown is the effective date of the most current negotiated rate entered into the automated system that generates general wage determinations.

Special identifiers are necessary for two trades because the same local union number(s) is accompanied by different wage rates in different states. Bricklayers local union numbers are not unique nationwide, but are unique within each State. Similarly, Sprinkler Fitters Local Union No. 669 has negotiated different wage rates in each State within its territorial jurisdiction. Therefore, the identifiers for the Bricklayers unions are in the format "BR + state abbreviation," (referenced below as BRXX), and the identifier "SF + state abbreviation" is used for Sprinkler Fitter Local No. 669's rates.

It is common for many local unions to negotiate wage rates for more than one classification. Where this is done, all the classifications for which that union's wage rates are determined to be prevailing will appear under the identifier for that union.

For example, the same union may negotiate wage and fringe benefits for painters and glaziers. In such a case, the wage rate for the glazier, as well as that for the painter will be found under a classifier beginning with "PAIN." Similarly, users may need to look under an identifier beginning with "CARP" to find not only rates for carpenters, but also those for millwrights, piledrivermen and (marine) divers.

3. Following are the identifier codes used to reference the various craft unions. Examples of classifications for which their local unions commonly negotiate wage and fringe benefit rates are shown in parentheses.

ASBE = International Association of Heat and Frost Insulators and Asbestos Workers

BOIL = International Brotherhood of Boiler Makers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers

BRXX = International Union of Bricklayers, and Allied Craftsmen

(bricklayers, cement masons, stone masons, tile, marble and terrazzo workers)

CARP = United Brotherhood of Carpenters and Joiners of America

(carpenter, millwright, piledrivermen, soft floor layers, divers)

ELEC = International Brotherhood of Electrical Workers

(electricians, communication systems installers, and other low voltage specialty workers)

ELEV = International Union of Elevator Constructors

ENGI = International Union of Operating Engineers

(operators of various types of power equipment)

IRON = International Association of Bridge, Structural and Ornamental Iron Workers

LABO = Laborers' International Union of North America

PAIN = International Brotherhood of Painters and Allied Trades

(painters, drywall finishers, glaziers, soft floor layers)

PLAS = Operative Plasterers' and Cement Masons' International Association of the United States and Canada

(cement masons, plasterers)

PLUM = United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

(plumbers, pipefitters, steamfitters, sprinkler fitters)

ROOF = United Union of Roofers, Waterproofers and Allied Workers

SHEE = Sheet Metal Workers International Association

SU.... = As discussed above, the "SU..." identifier is for rates derived from survey data where the union rate(s) were not determined to be prevailing for the classification(s) listed. (The data reported for such a classification and used in computing the prevailing rate may have included both union and non-union wage data.) Note that various classifications, for which non-union rates have been determined to be prevailing, may be listed in alphabetical order under this identifier, which the computer places into the wage determination in alphabetical order, as listed here.

TEAM = International Brotherhood of Teamsters

Section C

Questions and Answers on the use of Davis-Bacon

Wage Determinations

Question. How do I obtain a wage determination for a construction project to be performed at a location not covered by a published determination?

Answer. If no general wage determination is listed for a given county and type of construction, the following procedure to obtain a project wage determination should be followed.

The Federal agency funding or financially assisting the construction project requests a wage determination under the Davis-Bacon Act or any of the related prevailing wage statutes by submitting a Standard Form (SF) 308 to the following address:

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Branch of Construction Wage Determinations
200 Constitution Avenue, N.W., Room S-3014
Washington, D.C. 20210

In completing a SF-308, the agency must furnish:

(1) A sufficiently detailed description of the project to indicate the type(s) of construction involved. Separate attachments, if necessary for identification of the type of project, must be furnished.

(2) The county (or other civil subdivision) and State in which the proposed project is located. The time required for processing requests for wage determinations varies according to the facts and circumstances in each case. An agency should anticipate that such processing will take at least 30 days.

Question. The wage determination applicable to my project does not contain a class of workers which is needed to complete construction. Can other worker classification(s) and wage rate(s) be approved for use on the project?

Answer. Prior to bid opening, if the only classification that will perform work on a contract is not listed on a general wage determination for the type of construction in the area, the contracting/assisting agency may submit a SF-308 request for a project wage determination for application to that project. In order to assure special treatment of a request where this circumstance exists, a note explaining the special circumstances should be made in the project description block of the SF-308. (A similar note may be made on a SF-308 request for a project wage determination, where a general wage determination is not applicable, and all of the work on the project will be performed by a particular classification, as a means to assure that a wage rate for that classification will be issued for the project).

Example: An upcoming contract calls for repainting all the residences at a military base, and there is no painter classification in the general wage schedule issued for application to residential construction in the county where the project is located. A SF-308 may be submitted by the agency for application to that contract, and a project wage determination will be issued with a painter classification and wage rate for use prior to bid opening (or the other applicable date where certain assistance programs of the Department of Housing and Urban Development (HUD) are the basis for coverage under the Davis-Bacon and related Acts). If there is no general wage determination issued for that area and type of construction, the same procedure should be followed.

After contract award, if the contract wage determination does not contain a class of workers that is needed to complete the construction, a contractor shall submit to the contracting officer a request for the addition of the needed classification(s) of laborers or mechanics not listed in the wage determination, together with proposed wage rates and fringe benefits conformable to the wage determination.

The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. An additional classification action, even if undisputed, is not valid unless the Department of Labor has approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the views of all interested parties and the recommendation of the contracting officer. Approval of the additional classification and the proposed wage rate and fringe benefits requires that the following criteria have been met:

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

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

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

(4) There is evidence of agreement on the classification and proposed wage rate among the parties involved, or the views of those involved -- the contractor(s), employees (if known) or their representative, and the contracting officer/agency -- are forwarded for consideration to the Wage and Hour Division; and

(5) The request does not involve wage rates for apprentices or trainees.

All conformance notices should be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division should be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are met.

Any interested person requesting reconsideration of a conformance should present their request in writing accompanied by supporting data or other pertinent information to the Wage and Hour Division. The Wage and Hour Division should respond within 30 days or notify the requestor within this time frame that additional time is needed.

If reconsideration of a conformance action has been sought and denied, an appeal for review may be filed with the Administrative Review Board. (See 29 CFR 1.8 and 1.9, and 29 CFR Part 7).

Question. How do workers on a construction site know that a project is covered by the Davis-Bacon Act? How do they know the prevailing wage to which they are entitled?

Answer. The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen. The WH-1321 poster may be obtained at no charge from offices of the Wage and Hour Division. In the absence of such posted information, any person who wants to determine if the project is covered should contact the federal agency funding or assisting the project or the Wage and Hour Division. Multi-year construction contracts that contain option provisions by which a contracting agency may unilaterally extend the term of the contract require inclusion of a current wage determination at the time the option is exercised. (In contrast, in situations where a contractor is given additional time to complete original contract commitments, the wage determination in that contract applies).

Question: Once construction has begun, are the workers' wage rates affected when the wage determination for the area in which the project is located is changed?

Answer. As a general rule, the wage determination incorporated into a bid solicitation and related contract award establishes the minimum wage rates and fringe benefits which must be paid for the entire term of the contract.

Where the proper wage determination is incorporated into a contract prior to award of the contract, wage determination modifications issued after bid opening are not applicable to the contract -- except in the case of a general wage determination in a contract that has not been awarded within 90 days after the bid opening and an extension of the 90-day limit has not been granted. (Specific requirements involving dates other than bid opening apply for projects assisted under the National Housing Act and for projects that receive housing assistance payments under section 8 of the U.S. Housing Act of 1937).

Upon his or her own initiative or at the request of an agency, the Administrator may correct any wage determination if he or she finds that the determination contains an inadvertent clerical error. For example, a wage determination contains a wage rate where there is a transposition of numbers, such as a fringe benefit of $2.53 appears in the wage determination as $2.35.

Also, the Administrator may issue a wage determination after contract award or after the beginning of construction if:

(a) the contracting/assisting Federal agency has failed to incorporate the applicable wage determination in a contract required to contain prevailing wage rates determined in accordance with the Davis-Bacon Act, or has used a wage determination which by its terms or the provisions of Regulations, 29 CFR Part 1, clearly does not apply to the contract, or

(b) the wrong wage determination has been incorporated in the contract because of an inaccurate description of the project or its location in the agency's SF-308 request.

Under either of these two circumstances, the agency shall either terminate and resolicit the contract with the valid wage determination, or incorporate the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order, provided that the contractor is compensated for any increases in wages resulting from such change. The method of incorporation of the valid wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable procurement law.

Question. Is it possible for more than one wage schedule to apply to specifications for a particular contract?

Answer. Construction projects are generally classified as either Building, Heavy, Highway or Residential for purposes of issuing wage determinations. Wage schedules for one or more of these construction categories may have application to construction items contained in a proposed construction project. Guidelines for the selection of proper wage schedules are set forth in All Agency Memoranda Nos. 130 (March 17, 1978) and 131 (July 14, 1978). Any questions regarding the application of these guidelines to a particular project, or any disputes regarding the application of the wage schedules issued for the various construction categories are to be referred to the Wage and Hour Division, together with relevant information, including a complete description of the project and area practice.

Question. As the contracting officer/Federal agency representative, what is my obligation when the wage determination(s) applicable to a construction project contains multiple wage schedules (for different counties and/or types of construction?

Answer. It is the responsibility of the contracting officer/Federal agency representative to advise contractors which schedule of prevailing wages shall be applied to the various construction items in the bid specifications.

Because of the complexities in the application of multiple schedules, the contracting officer should consult with the Wage and Hour Division to resolve any questions.

Question. Can apprentices, trainees, and/or helpers work on a project covered by the Davis-Bacon or related Acts (DBRA), and what wage rates must they be paid?

Answer. Individuals who meet the following definition may be employed as apprentices on DBRA projects:

(a) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau,
or

(b) A person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been properly certified to be eligible for probationary employment as an apprentice.

Trainees employed must be persons registered in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which have been so certified by that Administration.

Information on wage rates paid to apprentices and trainees is not reflected in Davis-Bacon wage determinations. Similarly, their addition through the additional classification procedure (conformance) is neither necessary nor appropriate. On projects funded by the Federal-Aid Highway Act, apprentices and trainees certified by the Secretary of Transportation are not covered by Davis-Bacon labor standards.

The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the Regulations and the contract stipulations, or are utilized at the job site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing in the classification of work they actually performed. This applies regardless of work classifications which may be listed on the submitted payrolls and regardless of their level of skill.

Helper classifications may be issued in or added to a wage determination only where the (a) the duties of the helpers are clearly defined and distinct from those of the journeyman classification and from the laborer, (b) the use of such helpers is an established prevailing practice in the area, and (c) the term "helper" is not synonymous with "trainee" in an informal training program.

Question. What wage rates must be paid to supervisory employees (foremen, superintendents, etc.) employed on a covered project?

Answer. The wage rates for bona fide supervisory employees are not regulated under the Davis-Bacon and related Acts because their duties are primarily administrative or executive in nature rather than those of laborers or mechanics. However, such employees who devote more than 20 percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent, and must be paid at least the appropriate wage rates specified in the wage determination. Employees who are bona fide executive, administrative, or professional employees as defined under the Fair Labor Standards Act at 29 CFR Part 541 are not covered by the Davis-Bacon Act.

Question. If it is believed that the rates on a wage determination do not accurately reflect those prevailing in the area, how may the wage determination be appealed?

Answer. Any interested person requesting reconsideration of a wage determination or of a ruling regarding application of a wage determination to a specific construction project should present their request in writing accompanied by supporting data or other pertinent information to the Wage and Hour Division. The Wage and Hour Division should respond within 30 days or notify the requestor within this time frame that additional time is needed.

An "interested person" is considered to include, without limitation:

(1) Any contractor, or an association representing a contractor, who is likely to seek or to work under a contract containing a particular wage determination, or any laborer or mechanic, or any labor organization which represents a laborer or mechanic, who is likely to be employed or to seek employment under a contract containing a particular wage determination, and,

(2) Any Federal, State, or local agency concerned with the administration of a proposed contract or contract containing a particular wage determination issued pursuant to the Davis-Bacon Act or any of its related statutes.

If reconsideration of a wage determination has been sought and denied, an appeal for review of the wage determination or its application may be filed with the Administrative Review Board, U.S. Department of Labor, Room N-1651, 200 Constitution Avenue, N.W., Washington, D.C. 20210. Requests for review of wage determinations must be filed, and any new wage determination resulting from the appeal must be issued, before contract award or start of construction where there is no award (or under the National Housing Act, before the date of initial endorsement, or the beginning of construction, whichever occurs first; or under Section 8 of the U.S. Housing Act of 1937, before the date of the housing assistance payments agreement, or the beginning of construction, whichever occurs first).

The Wage Appeals Board (now the Administrative Review Board) was established by the Secretary of Labor in 1963 to decide, at its discretion, appeals concerning questions of fact and law related to final decisions of the Wage and Hour Division concerning:

Controversies over the payment of prevailing wage rates, overtime pay, or proper classifications;

Wage determinations issued under the Davis-Bacon and related Acts;

Debarment cases arising under 29 CFR Part 5;

Cases involving the assessment of liquidated damages under the Contract Work Hours and Safety Standards Act;

Appeal of any other final decision under 29 CFR Parts 1, 3, or 5.

The Administrative Review Board consists of three members, one of whom is designated chairman. The members are appointed by the Secretary of Labor and majority vote of the Administrative Review Board is necessary for a decision, except that a decision to hear any appeal may be made by one member. The Board can act as fully and finally as the Secretary of Labor concerning the matters within its jurisdiction. The rules prescribed in 29 CFR, Part 7, "Practice Before Wage Appeals Board", govern the proceedings of the Board.

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations
form **HUD-4010** (07/2003) ref. Handbook 1344.1

Applicability The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance. **A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers. **(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: **(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and **(2)** The classification is utilized in the area by the construction industry; and **(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. **(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where Office of Labor Relations appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.) **(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.) **(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. **(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. **(iv)**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.) **2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts. **3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.) **(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.) **(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: **(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete; **(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; **(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. **(c)** The

weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b). **(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. **(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12. **4. Apprentices and Trainees. (i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. **(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination

for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. **(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30. **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph. **7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. **8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives. **10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. **(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. **(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both." **11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer. **B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards. **(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. **(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph. **(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph. **(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph. **C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000. **(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation. **(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq. **(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SUPPLEMENTARY GENERAL TERMS AND CONDITIONS

1. Lead-Based Paint Hazard

The contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR, Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the contractor will comply with the lead-based paint regulations.

2. Compliance With Air and Water Acts

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 32 USC 1251 et seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

The contractor and any of its subcontractors for work funded under the contract which is in excess of $100,000 agree to the following agreements:

(a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

(b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act; as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this Section in every non-exempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section ll3(c)(l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

3. Interest of Members, Officers, or Employees of Pubic Body, Member of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the contract.

4. Prohibition Against Payments of Bonus or Commission

The assistance provided under the contract shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications

for additional assistance, or any other approval or concurrence of HUD required under this contract, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; Provided, however, that reasonable fees or bona-fide technical consultant managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. Energy Conservation Provisions

The contractor must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

6. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

7. Executive Order 11625 – Minority Business Enterprise

(a) It is the policy of the City to take positive steps to maximize the utilization of minority business enterprises in all contract activity administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members, or in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members. For the purpose of this definition, minority groups are members of Blacks, Hispanics, Asians, Native Americans, Alaskans, or Pacific Islanders.

8. Executive Order 12138 – Women's Business Enterprise

(a) It is the policy of the City to take positive steps to maximize the utilization of women business enterprises in all contracts administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "women business enterprise" means a business, that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

9. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 504 Handicapped (if $2,500 or over)

Affirmative Action for Handicapped Workers:

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment,

and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

SECTION 3 REQUIREMENTS

SECTION 3 CLAUSE AND CERTIFICATION FOR COMPLIANCE FOR TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOW INCOME PERSONS

(contracts over $100,000)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. of l7Olu) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of the contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 (if subcontract is over $100,000), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contacts.

G. The following forms: Contractor's Certification of Compliance with Section 3, Workforce Needs Table (Attachment I) and Utilization of Section 3 Business Concerns (Attachment II) must be completed and submitted to the Bureau of Development and Inspections **PRIOR** to executing the contract in order to determine compliance with Section 3 requirements. The Bureau will determine the acceptability of the submission.

UHRIG CONSTRUCTION, INC.
COMPANY

By:
AUTHORIZED SIGNATURE

Title: President

Date: 5/22/13

ATTACHMENT I

WORKFORCE NEEDS TABLE

TOTAL # OF LOW INCOME CITY RESIDENTS TO BE HIRED *

TOTAL # OF SKILLED WORKERS OCCUPATION CATEGORY +	TOTAL # OF TRAINEES ON PAYROLL	TOTAL # OF SKILLED WORKERS ON PAYROLL	TOTAL # OF TRAINEES TO BE HIRED	TO BE HIRED	SKILLED WORKERS	TRAINEES
Uhrig Construction does not anticipate having to hire any additional workers to complete this project.						

TOTALS:

* The numerical goal for hirees is 20% of the aggregate number of new hires.
\+ These classifications should relate to the classifications found in the wage rate determination.

EMPLOYMENT AND TRAINEE CERTIFICATION

A. The Company hereby certifies that the above table represents the approximate number of employee and trainee positions required in the execution of this contract and which are not presently filled by regular and permanent employees and also represents the number of low income City residents that the company proposes to make good faith efforts to employ.

B. The Company certifies that it will make a good faith effort to employ the number of lower income employees and trainees stated above utilizing: [1] such community based organizations and service agencies as the Spanish Speaking Council of Reading and Berks County, Berks Employment and Training Office, Berks Community Action Program, Reading Housing Authority Tenant Councils, and any others that may assist in meeting the goals; and [2] on-site company employment posters.

C. The Company certifies that the trainees to be utilized on the project in no event is less than the number of trainees determined by the Secretary of Labor for each construction occupation.

DATE: 6/3/13

UHRIG CONSTRUCTION, INC.
COMPANY

BY: _____
(Authorized Signature)
President

ATTACHMENT II

UTILIZATION OF SECTION 3 PROJECT BUSINESSES

The Company shall require the services of companies engaged in the business of:

PROPOSED SUPPLIERS AND SUBCONTRACTORS	ESTIMATED $ AMOUNT	SECTION 3 (YES OR NO)*
Eshbach Bros. LP	47,800	No
Uhrig's Painting	16,430	No

* The numerical goal for committing to award to Section 3 business concerns is at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction; and, at least 3% of the total dollar amount of all other Section 3 covered contracts.

NOTE: A Section 3 business concern is defined as business: [1] that is 51% or more owned by Section 3 residents; or [2] whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or [3] that provide evidence of a commitment to subcontract in excess of 25% of the dollar award of a subcontract to be awarded to business concerns that meet the qualifications set forth in number 10 and 20 of this definition. The Company certifies that it will make a good faith effort to utilize business concerns located in the City of Reading to the greatest extent feasible for Contract No._____ in contracting for work to be performed in connection with the completion of the contract.

UHRIG CONSTRUCTION, INC. COMPANY

DATE: 6/3/13

BY: _____
(Authorized Signature)
President

GENERAL PROVISIONS

GENERAL PROVISIONS

G.1 SUB-HEADINGS. The paragraph headings are inserted in these provisions and the following specifications for convenience only and shall not be considered as interpreting or limiting the application of paragraphs.

G.2 DEFINITIONS. The following terms and expressions used in this contract and specifications shall be understood as follows:

The expression "The City" shall mean the City of Reading, Pennsylvania, the party of the first part to this contract.

The word "Engineer" shall mean the Engineer, Architect, or other official in direct charge of the work for the City or his authorized representative as designated by the applicable Director.

The word "Inspector" shall mean an inspector of the City assigned to the inspection of materials, structures and workmanship under this contract.

The word "Contractor" shall mean the party of the second part to this contract, whether a corporation, partnership, or individual.

The word "Specifications" shall mean the specifications describing the work, the drawings, and the general provisions.

The word "Drawings/Plans" shall mean the general drawings, plans, maps, diagrams or illustrations accompanying these specifications, and such supplementary drawings as may be furnished from time to time.

The term "Materials" as used herein includes, in addition, to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performance of the work.

Wherever in the specifications the words "to be," "to be done," "if," "as," "directed," "required," "permitted," "ordered," "instructed," "designated," "considered necessary," or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or decision of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, acceptable or satisfactory to, the applicable Director or the Engineer, unless the context show that another meaning is plainly intended.

G.3 SPECIFICATIONS AND DRAWINGS. The specifications and drawings are intended to cover all of the work that is known to be required to effect a complete installation. They are intended to be mutually explanatory of each other, but should any discrepancy or inconsistency appear or any misunderstanding arise as to the import of anything contained in either the specifications or the drawings, the interpretation of the doubtful portions will be made by the Engineer, whose decision shall, in all cases, be final and binding on the Contractor.Any materials or workmanship obviously necessary to satisfactory completion shall be furnished and installed whether or not specifically shown or mentioned. Any corrections of errors or omissions in the specifications or drawings, or both, may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as determined by him/her. Figures shall have preference over scale in reading dimensions. Copies of the specifications and drawings shall be kept constantly at the work. Any supplementary or detail drawings which may be made by the Engineer subsequent to the date of this contract, relating to the work herein contemplated, as showing more particularly the details of the work to be done, or specifications and the drawings furnished by the Contractor and approved by the Engineer, are, and are to be held to be, controlling parts of this contract insofar as they do not conflict with other provisions of the contract.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in the plans or in the layout as given by the points and

instructions furnished by the Engineer, it shall be his duty to inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

G.4 ENGINEER TO DECIDE. All work under this contract shall be done in a manner acceptable to the Engineer, who shall determine the amount, quality, acceptability and fitness of the several kinds of work and material which are to be paid for hereunder, and shall decide all questions which may arise as to measurements of quantities and the fulfillment of the conditions of this contract on the part of the Contractor.

G.5 WORK TO BE DONE IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS. The work at all stages of its completion must conform with the specifications and drawings and with the lines and grades and other instructions of the Engineer, as given from time to time during the progress of the work. In no case will any work in excess of the requirements of the drawings as interpreted by the Engineer be paid for unless authorized in writing by the Engineer.

G.6 RIGHT TO MAKE CHANGES IS RESERVED. The City reserves the right to make alterations in the location, lines, grade, plan, form dimensions, numbers or materials of the work herein contemplated, either before or after the commencement of construction. If such alterations diminish the amount of work to be done, they shall not form the basis for a claim for damage or for loss of anticipated profits from the work which may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of work actually done and at prices stipulated for such work under this contract. All work actually done under a unit price (where applicable) contract, whether more or less than the quantity estimated or specified, shall be paid for by the determined units, on the basis of the bid per unit in the proposal.

G.7 EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City, or by City employees, or by any other contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide subject to the approval of the applicable Director.

No such extension shall be made for delay due to rejection of defective materials or workmanship or for any delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed because of any delay in the furnishing of drawings to the Contractor.

G.8 ADEQUATE PLANT AND METHODS. The Contractor shall furnish such construction plant and use such methods and appliances as will secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time specified. Before starting the installation of the construction plant, the Contractor shall submit to the Engineer, for approval, a plan showing the general arrangement of the plant to be installed and the proposed facilities for storage of materials and equipment. If at any time the plant or any portion of it shall appear to the Engineer to be, or likely to become, inadequate, incomplete, faulty or unsafe, the Contractor shall promptly obey the orders of the Engineer to supplement or to remove or replace the same; but the failure of the Engineer to issue such orders shall not relieve the Contractor of his responsibility for the efficiency, adequacy and safe operation of the plant.

He shall cover and protect his work from damage, and all injury to the same, before completion of the contract.

He shall be financially responsible for all damage to the party of the first part or its property, to other contractors, to the neighboring premises, or to any private or personal property, for any cause whatsoever, during the period of the contract.

G.9 WORKERS. The Contractor shall employ only competent and skillful employees to do the work, and whenever the Engineer shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent, unfaithful or disorderly, uses threatening or abusive language to any official having supervision of the work, or is in any other way unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.

Neither party shall employ or hire any employee of the other party without the latter's consent.

G.10 WAGES. All employees directly employed on this work shall be paid wages which shall in no event be less than the minimum hourly wage rates for skilled, semi-skilled, and unskilled labor prescribed by the Commonwealth of PA Prevailing Wage Act, P.L. 987 as may be amended, if applicable.

G.11 PENALTY FOR FAILURE TO LIVE UP TO MINIMUM WAGE CONTRACT. A penalty shall be exacted from the Contractor in an amount equal to twice the difference between the minimum wage contained in the prescribed wage rates, and the wage actually paid to each laborer or mechanic for each day during which he has been employed at a wage less than that prescribed.

G.12 INSPECTORS TO REPORT VIOLATIONS. Every person assigned as an Inspector of the work to be performed under this contract, in order to aid in enforcing the fulfillment of the minimum wage requirements thereof, shall, upon observation or investigation, report to the applicable Director, all violations of minimum wage stipulations, together with the name of each laborer or mechanic who has been paid a wage less than that prescribed, and the day or days of such violation.

G.13 PENALTIES TO BE WITHHELD FROM MONEYS DUE THE CONTRACTOR.
All minimum wage violation penalties shall be withheld and deducted for the use of the City from any moneys due the Contractor by the City; provided, that if the Contractor subsequently pays to all laborers and mechanics the balance of the amounts stipulated as minimum wages, the City shall pay to the Contractor the amounts so withheld.

G.14 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES. The Contractor
hereby assumes all responsibility for himself/herself, his/her agents and employees growing out of connection with the execution of the work called for by this contract, for the violation of, City ordinances and the laws governing contract work in the Commonwealth of Pennsylvania. The Contractor further agrees to hold the City of Reading harmless from all responsibility for employees on this work under the Workmen's Compensation Act of the Commonwealth of Pennsylvania, and to carry insurance on his/her employees, as provided thereby.

G.15 CONTRACTOR REPRESENTED ON THE WORK. The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a competent superintendent, on the site of the work, continuously during its progress. Such representative shall have authority to receive and to act without delay upon all instructions of the Engineer or assistants in the prosecution of the work in conformity with the contract.

Insofar as it is practicable, all orders given by the Engineer to the Contractor shall be in writing. In those cases where orders are given orally they shall be confirmed in writing. Orders or directions, written or oral, from the Engineer, delivered to the Contractor's office shall be considered as delivered to the Contractor.

G.16 REPRESENTATIVE MUST BE PRESENT. In case the Engineer or a representative may at any time have occasion to give directions regarding the work for the reason that the same is not, in the Engineer's opinion, being carried out in accordance with the provisions of this contract, and should there be no responsible representative of the Contractor on the ground empowered to receive such instructions, the Engineer or a representative shall order that particular portion of the work to be stopped until such representative of the Contractor appears and receives instructions. It is hereby agreed that suspensions of the work for such cause shall not entitle the Contractor to claims for damage of any kind, nor to an extension of the time in which to complete the work to be done under this contract.

G.17 LEGAL ADDRESS OF CONTRACTOR. The address given in the bid or proposal upon which this contract is based is hereby designated as the legal address where all notices, letters and other communications to the Contractor shall be mailed or delivered prior to the beginning of the work provided for in this contract. The delivery at the above-named place, or depositing in a post-paid wrapper directed to the above place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing.

G.18 CHANGE IN ADDRESS. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

G.19 LAWS, ORDINANCES AND REGULATIONS. The Contractor shall be fully informed as to all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction over the same, if any discrepancy or inconsistency shall be discovered in this contract, specifications or drawings, in relation to any such law, ordinance, population, order or decree, the contractor shall immediately report the same in writing to the Engineer. At all times the Contractor shall observe and comply with all laws, ordinances, regulations, orders and decrees which may be in effect during the progress of this contract; and shall indemnify and save harmless the City and its officers and employees against any claim or liability arising from the violation of any legal requirement in the prosecution of this contract.

G.20 INDEMNIFICATION OF CITY. In case any action at law, proceeding in eminent domain, or suit in equity may or shall be brought against the party of the first part, or any of its offices or agents, for or on account of the failure, omission or neglect of the Contractor or the subcontractors, his/her or their employees or agents, to do and perform any of the covenants acts, matters, or things by this contract undertaken to be done or performed by the Contractor or subcontractors, his/her or their employees or agents, or for any injury or damage caused by the negligence of the Contractor or subcontractors, his/her or their employees or agents, or for damage or injury for which the Contractor undertakes responsibility under the provisions of this contract, the Contractor shall immediately assume and take charge of the defense to such actions, proceedings or suits in like manner and to all intents and purposes, as if said actions, proceedings or suits had been brought directly against the Contractor; and the Contractor shall also indemnify and save harmless the party of the first part, its officers and agents, of and from all loss, cost or damage whatever arising out of such actions, proceedings or suits as may or shall be brought as aforesaid.

G.21 SUITS AND CLAIMS. The Contractor agrees to indemnify and save harmless the City of Reading, the applicable Director, the Engineer, and their assistants, from all suits or actions of every name and description, either in law or in equity, including proceedings in eminent domain for the recovery of consequential damages, or for or on account of use of patented appliance, brought against them or either of them, or for any damage or injuries received or sustained by any party or parties, person or persons, natural or artificial, either in the performance or as a result of the work under this agreement, regardless of whether such suits, actions or proceedings brought are based or grounded upon negligence of the Contractor, the subcontractors, or his/her or their agents, servants or employees. The Contractor further agrees that all or as much of the monies due under this agreement as shall be or may be considered necessary by the applicable Director, shall or may be retained, without any liability of the City to the Contractor, for interest thereon because of the retention thereof, until all such suits, proceedings or claims have been settled or terminated, and satisfactory evidence to that effect furnished to the applicable Director, provided however, that no such monies shall be retained by the City after six (6) years following the completion and acceptance of the work under the contract, excepting for or on account of claims filed or suits or proceedings begun before the expiration of the applicable statute of limitations.

G.22 RESPONSIBILITY FOR INJURY. The Contractor shall assume all responsibility for loss, damage or injury to persons or property arising out of the nature of the work, from the actions of the elements, or from any

unforeseen or unusual difficulties over which the City has no control, in addition to and without limiting the Contractor's liability under the other provisions of the contract.

G.23 CONTRACTOR'S CLAIMS FOR DAMAGE. If the Contractor claims compensation for any damage alleged to have been sustained by reason of any act or omission on the part of the City or any of its agents, he shall, within one (1) week after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained, and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such damage shall have been sustained, file with the Engineer an itemized statement of the details and amounts of such damage, and unless such statement shall be made as so required, the claim for compensation shall be forfeited and invalid, and the Contractor shall not be entitled to payment on account of any such damage.

G.24 LINES AND GRADES. All lines and grades will be given by the Engineer, but the Contractor shall provide such material and give such assistance therefore as may be required by the Engineer, and the marks so given shall be carefully preserved. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the time and places a which he/she intends to work, in order that lines and grades may be furnished and necessary measurements for record and payment made with the minimum inconvenience to the Engineer or delay to the Contractor. No claim for extra payment will be allowed for the cost to the Contractor of any material, work or delay occasioned by giving lines and grades, or making necessary measurements or inspections, as all such cost shall be considered to have been included in the price bid for the work.

G.25 INSPECTION. The Engineer will appoint such person or persons as may be deemed necessary to inspect properly the materials furnished and the work done under this contract, and to see that the same correspond strictly with these specifications. Such materials and workmanship shall always be subject to the approval of the Engineer, but no inspection, approval or acceptance of any part of the work herein contracted for or of the materials used therein, nor any payment on account thereof, shall prevent the rejection of said work or materials at any time thereafter during the existence of this contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.

The Contractor shall permit, or secure permission for the Engineer or a duly authorized Inspector or representative to enter any manufactory, shop or other place where any material for, or part of the work is being prepared, manufactured or constructed, at any time when such work is in progress. The Contractor shall furnish and prepare, or cause to be furnished or prepared, without charge, all such assistance, appliances, samples of materials and test specimens as may be ordered by the Engineer or such Inspector or representative for the purpose of making official tests and investigations. The Engineer shall be notified of the time and place of preparation, manufacture or construction of any material for, or part of the work which he/she may wish to inspect before delivery at the site of the work. Such notification shall be give a sufficient time in advance of the beginning of the work on such material or part to allow arrangements to be made for inspection and testing.

G.26 NIGHT WORK. No night work, except for the inspection of lighting, requiring the presence of the Engineer or Inspector will be permitted except in case of emergency, and then only with the written consent of the Engineer and to such an extent as may be judged necessary.

G.27 SUNDAY WORK. No Sunday work will be permitted, except in case of great emergency, and then only with the written consent of the Engineer, and to such extent as is absolutely necessary.

G.28 NO WORK IN BAD WEATHER. No work shall be done under this contract when, in the opinion of the Engineer, the weather is unsuitable for good and careful work to be performed. No concrete work shall be done on days on which the temperature falls below 25 degrees Fahrenheit. Should the severity of the weather continue such that the work cannot be prosecuted successfully, the Contractor, upon order of the Engineer, shall cease all such work until directed to resume the same. In the latter case, suitable extension of time shall be allowed to compensate for time actually lost as provided for in Article G.7.

G.29. NOT TO SUBLET OR ASSIGN. The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his/her title, right or interest in or to the same or any part thereof, nor shall the Contractor assign, by power of attorney or otherwise, any of the monies due or to become due, nor issue any order or orders or drafts on the Controller or Treasurer of the City of Reading for any monies due or to become due under this contract, unless by and with the consent of the City first duly had and obtained by resolution entered upon the minutes of said City.

G.30 RIGHT OF PROPERTY IN MATERIALS. Nothing in this contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached to or incorporated in the work, nor in materials which have been estimated for partial payment, but all such materials, upon being so attached, incorporated or estimated, shall become the property of the City.

G.31 DEFECTIVE MATERIALS AND WORKMANSHIP. No materials of any kind shall be used until they have been examined and approved by the Engineer, who shall have full power to condemn any work and materials not in accordance with the specifications, and to require the Contractor to remove any work or materials so condemned. Inspections of the work shall not relieve the Contractor from any of his/her obligations to fulfill the contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work or materials may have been previously overlooked by the Engineer and accepted or estimated for payment if the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall immediately make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work shall be condemned by the Engineer as unsuitable or not in conformity with the drawings or specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or damaged materials or work after reasonable notice, the Engineer may cause such material or work to be removed or replaced, and the expense thereof shall be borne by the Contractor.

G.32 RESPONSIBILITY FOR WORK. The Contractor shall be held responsible for any or all materials or work to the full amount of all payments made thereon, and shall be required to make good, at his/her own cost, any injury or damage which said materials or work may have sustained from any source or cause whatever before its final acceptance.

G.33 CONDITIONS UNDER WHICH CITY MAY COMPLETE WORK. If the work to be done under this contract shall be neglected or abandoned, or the contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the City's representative, that the rate of progress is insufficient or that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor is violating any of the provisions of this contract or carelessly executing any portion of the work, the City may notify the Contractor and surety in writing to fulfill the conditions of the Contract; and should the Contractor or the surety fail to comply with said notice within ten (10) days, the City may notify the Contractor and the surety to discontinue all work, or any part thereof; and thereupon the Contractor and the surety shall discontinue said work, or said part thereof as the City may designate; and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the expenses thereof to the Contractor or the surety; and may take possession of and use therein such materials, animals, machinery, equipment, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this contract; or any part thereof; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor or the surety shall pay the amount of such excess to the party of the first part.

G.34 ALL PARTS OF WORK COVERED. The Contractor further agrees that the following clauses relative to the construction of the work shall apply to each and all of the separate parts of the work, as though specially mentioned under the different headings in the specifications:

Delivery of Materials - The Contractor shall be entirely responsible for delivery of all materials to the site of the work, making the arrangements therefore.
Engineer Shall Measure - No work shall be covered over or filled in until it shall have been inspected by the Engineer.
Materials Properly Stored - The materials to be used in construction shall be protected from deterioration and damage, and shall be so disposed of as not to endanger the work and in such manner that full access may be had at all times to all work under construction or completed.
Surplus Materials Removed - All parts of the work shall be kept in as neat and orderly condition as circumstances will permit and upon completion of the work, all surplus materials, earth, sand, rubbish and refuse of every kind, and all tools, machinery, equipment and other materials belonging to the Contractor shall be removed from the construction works and adjoining premises so as to leave everything in an acceptable condition, within a week after receipt of final certificate.

G.35 ESTIMATED QUANTITIES APPROXIMATE. In unit price contracts, the quantities of the various classes of work to be done and materials to be furnished under this contract, as estimated by the Engineer and listed in Specifications, attached hereto, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this contract; and neither the City nor the Council nor any member of the Council of the City of Reading is to be held responsible if any of the said estimated quantities shall be found to be not even approximately correct in the construction of the work; and the Contractor shall make no claim for damages on anticipated profits or loss of profit, because of a difference between the quantities of the various items of work actually done or materials actually furnished and the estimated quantities stated in the Specifications, or because of the entire omission of any of the quantities or items stated in the Specifications.

G.36 EXTRA WORK. The Contractor shall do any work not herein otherwise provided for which, in the opinion of the Engineer, is necessary for the proper completion of the work, but not such work will be allowed or paid for except on a written order of the Engineer, and there shall be no claim for extra work or materials or for damage sustained except under this Article. The extra work order issued by the Engineer shall specify the basis of payment for the extra work. Any extra work or changes in the work involving changes in the plans and/or specifications shall be approved by the applicable Director, prior to the execution of the work.

G.37 MONTHLY ESTIMATES. Current payments for work done under this contract will be made as follows: on invoices submitted by the Contractor and approved by the Engineer or Architect. Ten percent (10%) of each General Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official Architect or Engineer.

It is further agreed and understood that inclusion of any portion of the work in the monthly estimate shall not be construed as final approval or acceptance of the same.

G.38 CONTRACTOR SHALL PREPARE FOR FINAL INSPECTION. Upon the completion of the work the Contractor shall tear down and remove all temporary buildings and structures built by the Contractor, remove and thoroughly clear away all debris, forms and surplus materials and leave the site of the work in a neat and satisfactory condition, and shall notify the Engineer when the work is ready for final inspection.

G.39 WORK TO BE PROPERLY PERFORMED. It is expressly understood that acceptance of work and materials during construction will not imply final acceptance of the work, if the final inspection shall disclose faulty workmanship or materials; and all work of whatever kind that, during its progress and before it is finally accepted, may become damaged from any cause, shall be repaired in a manner satisfactory to the Engineer or, if necessary, shall be broken up and removed and replaced with good and satisfactory work by the Contractor at his own expense. All work of every description shall be the best of its respective kind; and everything not particularly specified herein shall be done and finished in the best manner, and as is usual in first-class work of the several kinds.

Failure or neglect on the part of the Engineer, or any authorized agents to condemn or reject any bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if such bad or inferior materials or work becomes evident at any time prior to the final acceptance of the work and the release of the Contractor by the Council of the City of Reading; nor shall it be construed as barring the City of Reading at any subsequent time from the recovery for damages of such sum of money as may be needed to build a new all portions of the work in which fraud was practiced or improper materials hidden, whenever found.

G.40 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer or Architect shall promptly make such inspection, and when he/she finds the work acceptable under the contract fully performed he/she shall promptly issue a final certificate, over his/her own signature, stating that the work provided for in this contract has been completed and is accepted under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor within (30) days after the execution of said final certificate.

G.41 WAIVER. Neither acceptance by the City, or any of its officers or employees, nor any order, measurement or certificate by the Engineer, nor any order by the City Council for payment of money, nor any payment for, nor any extension of time, nor any possession taken by the City or its officers or employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the City, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. All remedies provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

G.42 ACCEPTANCE OF FINAL CERTIFICATE. The acceptance by the Contractor of payment of the final estimate shall be conclusive evidence of acceptance and approval of estimates, accounting and deductions, and of full payment by the City for all work, labor, materials and services done or furnished hereunder, and of full satisfaction, discharge, release and waiver of all claims and demand of; or on behalf of the Contractor against the City, arising out of this agreement and the execution thereof. It is hereby further agreed that the Contractor shall not be entitled to demand or receive payment except in the manner set forth in this contract; and the Contractor further agrees that the final payment of the amount due under this contract and payment of the bills rendered for work done and materials furnished in accordance with any alterations of the same, shall release the City of Reading from any and all claims and liabilities on account of the work performed and materials furnished under said contract, or any alteration thereof.

G.43 MAINTENANCE AFTER COMPLETION. The Performance Bond shall remain in force for one (1) year from the date of completion and acceptance of the work under this contract, as security against any and all damage which may result from defects of materials or workmanship which may become apparent prior to the expiration of the one-year maintenance period. During this period the Contractor shall, promptly upon notification from the Engineer, repair all breaks and failures due to defects of material or workmanship at his own expense. If the Engineer shall deem it necessary and shall so direct, such repairs shall be made within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays making repairs ordered, or if delay would cause serious loss or damage, the City may undertake to have such repairs made or defects repaired without previous notice, and the expense of such repairs shall be borne by the Contractor or the surety. The Contractor shall be responsible for any damage resulting to any person or property from any violation of the guarantee and from unnecessary delays in making repairs.

G.44 PRICES. The City agrees to pay, and the Contractor agrees to receive, the price specified in the proposal submitted, as full compensation for furnishing all the materials called for, and for all labor and use of all machinery, equipment and tools necessary for executing the work contemplated in this contract; for all royalties, for patents and patented materials, appliances and processes; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen reasons, obstructions or difficulties which may be encountered in the prosecution of the work, for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension of discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the specifications and drawings and the requirements of the Engineer under them.

G.45 NO EXTRA COMPENSATION. The Contractor further agrees not to ask, demand, sue for, or recover for any extra compensation, for any materials furnished or work done under this contract, beyond the amounts payable for the several classes of work or kinds of materials herein enumerated, which shall be actually performed and furnished at the prices therefore herein agreed upon and fixed.
G.46 CONTRACTOR TO TAKE OUT ALL PERMITS. The Contractor shall take out all necessary permits required by agencies of the City of Reading and/or all other governmental agencies; shall give all notices required by law or ordinances; shall pay all fees and charges incident to the due and lawful prosecution of the work covered by the contract, and shall comply with all laws and regulations relating to buildings and public highways. All permits shall be at his expense.

G.47 NO CLAIM FOR EXTRA WORK. No claim for extra work or material shall be allowed to the Contractor, unless before the performance of all such extra work the applicable Director shall have first authorized the same in writing, and the price or prices to be paid therefore shall first have been agreed upon in writing between the Director and the Contractor, and the same shall have been done or furnished under a written order from the Director given before the performance of such extra work or the furnishing of such extra materials. All claims for extra work or materials in any month shall be made to the Director in writing before the fifteenth (15th) day of the following month, and failing to make such claim within the time required, the right of the Contractor to extra pay for such extra work or materials shall be deemed to have been waived and forfeited.

G.48 WORK TO BE DONE TO THE SATISFACTION OF THE CITY ENGINEER. All the work under this contract shall be done to the satisfaction of the City Engineer, who shall in all cases determine the amount, quality, acceptability and fitness of the several amounts of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to the measurement of quantities in the fulfillment of this contract on the part of the Contractor, and shall determine all questions respecting the true construction or meaning of the plans and specifications, and the determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

G.49 ENGINEER TO INSPECT AND REJECT. The Engineer shall inspect
the materials furnished and the work done, and see that the same strictly correspond to the specifications, and he shall at all times have free access to the works, storehouse and yard of the Contractor, and shall be privileged to take such samples therefrom as he may deem necessary; and if the work, or any material brought on the grounds for the use of the work, or selected for the same, shall be condemned by the Engineer, as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the work.

Before issuance of the final certificate the Contractor shall furnish evidence satisfactory to the Engineer that all payrolls, materials, bills and other indebtedness connected with the work have been paid.

It is understood and agreed by the parties hereto that the final estimate of the Engineer shall be evidence of the amount of work performed by the Contractor under and by virtue of this agreement, and shall be taken as the full measure of the compensation to be received by the Contractor. The aforesaid estimate shall be based upon the contract price for the furnishing of all the different materials and labor, and the performance of all the work mentioned in this contract, including the specifications, and where there may be any ambiguity therein, the Engineer's instructions shall be considered explanatory and the decision shall be final.

No inspection, approval or acceptance of any of the work herein contracted for, or of the materials used herein, or any payment on account thereof shall prevent the party of the first part from objecting to the acceptance of said work or materials at any time during the existence of this contract. Neither the inspection of the applicable Director, or Division Head, or the City Engineer or any of their employees nor any order, measurement or certificate by the City Engineer nor any order by the Director for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the Director of the Division of Planning, nor any extension of time, nor any possession taken by the Director or his employees, shall operate as a waiver of any

provision of this contract, or any power herein reserved to the party of the first part, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other subsequent breach.

Any remedy provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings the party of the first part shall be entitled to as of right.

G.50 CONTRACTOR NOT TO DISCOMMODE PRIVATE COMPANIES. The Contractor shall afford while the work is underway, the necessary facilities to any and all companies owning railway tracks, pipes, subway ducts, or other surface, sub-surface or super-surface construction on the line of the work, in the preservation of the same from injury, all without charge therefore the expense to the City.

G.51 EXAMINATIONS. At any time before or after completion of the work, should the City Engineer require it, the Contractor shall make such openings, and to such extent, through such part or parts of the work, as the City Engineer may direct, and shall restore the work so distributed to the satisfaction of the City Engineer; and should the work, in the opinion of the City Engineer, whose decision shall be final and conclusive therein, be found faulty in any respect, the whole of the expense incurred thereby shall be defrayed by the Contractor, according to and upon the prices herein set forth, but if otherwise, by the City.

SUPPLEMENTARY GENERAL TERMS & CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

PENNSYLVANIA HUMAN RELATIONS ACT CONDITIONS

GENERAL

The CONTRACTOR shall conform to the provisions of Act No. 222 (October 27, 1955) and as amended and supplemented, known as the "Pennsylvania Human Relations Act", and in accordance with the provisions of the Regulations of the Pennsylvania Human Relations Commission, as adopted March 8, 1974, 4 Pa.B. 409, amended March 7, 1975, 5 Pa. B. 434, 16 Pa. Code Chapter 49.

NON-DISCRIMINATION PROVISION

During the term of this CONTRACT, the CONTRACTOR shall agree to the following provisions

(a) The CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice, to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause.

(b) The CONTRACTOR shall in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

(c) The CONTRACTOR shall send each labor union or workers' representative or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the CONTRACTOR.

SUPPLEMENTARY GENERAL PROVISIONS

1. Contract Work Hours and Safety Standards Act Provisions

The Contractor, if the contract is in excess of $2,000, and any of his subcontractors, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327- 330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight hours and a standard work week of forty hours. Work in excess of the standard work day or week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week. Section 5 of the Federal Labor Standards Provisions, for the Community Development Block Grant Program, dated 9/75, and appearing elsewhere in this Contract, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safe and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

2. Lead-Based Paint Hazard

The Contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR, Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this Contract involves residential structures, the Contractor will comply with the lead-based paint regulations.

3. Compliance with Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 32 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of $100,000 agree to the following requirements:

(1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act; as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this Section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section ll3(c)(l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

4. Interest of Members, Officers, or Employees of Pubic Body, Member of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

5. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; Provided, however, that reasonable fees or bona-fide technical consultant managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

SUPPLEMENTAL GENERAL CONDITIONS

FEDERAL AND STATE STATUTES

This Section is a listing of Federal and State statutes, rules, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that could effect the project. The **CONTRACTOR** shall be responsible for compliance with all applicable statutes, rules and regulations, including, but not limited to the following.

PENNSYLVANIA STATUTES AND REGULATIONS

The Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended 35 P.S. 691 et seq. and Chapters 73, 91, 92, 93, 97, 101, and 104 of Department of Environmental Resources regulations promulgated thereunder.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966, P .L. 1535, Subsection 1 (35 P.S., Subsection 750.1) and Chapters 71 and 73 of Department of Environmental Resources regulations promulgated thereunder.

Air Pollution Control Act, Act of January 8, 1960, P.L. 2119, as amended, October 26, 1972, 35 P.S. Subsection 4001 et seq. and Chapters 121, 123, 127, 129, 131, 135, 137, 139, and 141 of Department of Environmental Resources regulations promulgated thereunder.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945, P.L. 1193, as amended, 52 P.S. 1396.1 et seq. and Chapter 77 of Department of Environmental Resources regulations promulgated thereunder,

Bituminous Coal Open Pit Mining Conservation Act, Act of May 31, 1945, P.L. 1198, 52 P.S. 1396.1 et seq.

Pennsylvania Solid Waste Management Act, Act of July 31, 1968, P .L. (No. 241), 35 P.S. 6001 et seq. and Chapter 75 of the Department of Environmental Resources regulations promulgated thereunder.

Dams and Encroachments Act, Act of June 25, 1913, P.L. 555, Subsection 4, as amended, 32 P .S. 684; Water Power and Water Supply Act, Act of June 14, 1923, P.L. 704, Subsection 7, 32 P.S. 597; Section 1920-A of the Administrative Code, 71 P.S. 510-520 and Chapter 105 of the Department of Environmental Resources regulations promulgated under all three Acts.

Water Well Drillers License Act, Act of Way 29, 1956, P.L. 1840 Subsection 12, 32 P.S, 645.12, and Chapter 107 of the Department of Environmental Resources regulations promulgated thereunder.

Waterworks Act, Act of April 22, 1905, P,L. 260, as amended, 35 P.S. 711 et seq., and Sections 1918-A, 1920-A of the Administrative Code 71 P.S. Subsection 510-20 and Chapter 109 of the Department of Environmental Resources regulations promulgated under both Acts.

Sections 1917-A and 1920-A of the Administrative Code, 71 P.S. 510-17 and 510-20 and Chapters 179, 191, 201, 203, 241, and 243 of the Departmental Regulations issued thereunder.

Atomic Energy Act, Act of January 28, 1966, P.L. 152s, Subsection 301 (73 P.S. l3Ol) and Chapters 221, 227, 229, 231, 233, and 235 of the Department's Regulations issued thereunder.

Act of November 18, 1968, P.L. (No. 322), Subsection 4, (63 P.S. 1004) and Chapters 301, 303, and 305 of the Department's regulations promulgated thereunder,

The State-Pennsylvania Environmental Bill of Rights, Article 1, section 27 of Pennsylvania Constitution.

Land Acquisition Act, Act of June 22, 1964, P.L. 131, 72 P.S. 3946.1 et seq.

Act authorizing Commonwealth to acquire open space, Act of January 19, 1968, P.L. 992, 3 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1963, P.L. 996, 32 P.S. 5101 et seq.

Land Recycling and Environmental Remediation Standards Act of May 19, 1995, P.L. 4, No. 2, as amended, 35 P.S. 6062.301 et seq.

Act authorizing covenants with land owners for open space, Act of January 13, 1966, P.L. 1292, 16 P.S. 11941 et seq.

Coal Land Improvement Act, Act of July 19, 1965, P.L. 216, 52 P.S. 30.101 et seq.

Soil Conservation Law Act, Act of May 15, 1945, P.L. 547, 3 P.S. 849 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968, P.L. 32 P.S. 820.1 et seq.

Wheeling Creek Watershed Protection and Flood Prevention Commission Act of August 2, 1967, P.L. 189, 32 P.S. 819.1 et seq.

Disaster Relief Act, Act of July 6, 1961, P.L. 515, 71 P.S. 1689.101 et seq.

Brandywine River Valley Compact, Act of September 9, 1959, P.L. 848, 32 P.S.

Great Lakes Basin Compact, Act of March 22, 1956, P.L. 1333, 32 P.S. 817.1-817

An Act protecting water supply sources, Act of January 18, 1952, P.L. 2148 35 P.S. 731, 732

Stream Clearance Act of June 5, 1947, P.L. 420, 32 P.S. 659

Ohio River Valley Sanitation Compact, Act of April 2, 1945, P.L. 103, 32 P.S., 816.1 et seq.
Potomac River Valley Compact, Act of May 29, 1945, P.L. 1134 32 P.S. 741 et seq.

Act of June 4, 1945, P.L. 1383, 32 P.S. 751.1 et seq.

Uniform Interstate Air Pollution Agreements Act, Act of February 17, 1972

Act limiting the amount of noise produced by motor vehicles, providing noise testing and fixing penalties, Act of January 26, 1972

Act regulating vehicle emission systems, Act of June 16, 1972

Act creating a weather modification board, Act of 449, January 19, 1968, P.L. 1024, 3 P.S. 1101 et seq.

Hazardous Substances: Transportation Act, 1966 of (November 9, 1966), 75 P.S., 2101 et seq., P.L. 657

Vehicle Code, Act of (April 29, 1959), 75 P.S. 101 et seq., P.L. 58, as amended.

State Highway Law, Act of (June 1, 1945), 36 P.S. 670-101 et seq., P.L. 1242, as amended.

Outdoor Advertising Control Act of 1971, Act of (December 15, 1971), 32 P.S. 2718.101 et seq.

Regulating snowmobiles, providing registration and fees, and providing penalties, Act of (August 12, 1971)

Providing for roadside landscaping and scenic development, Act of (September 27, 1966), 36 P.S. 670-413.1, P.L. 94

Act restricting the establishment and maintenance of junkyards along highways, Act of (July 28, 1966), 36 P.S. 2719.1 et seq., P.L. 91

Camp Regulation Act, Act of (November 10, 1959), 35 P.S. 3001 et seq., P.L. 14

The Fish Law of 1925, Act of May 2, 1925, P.L. 448, as amended, 30 P.S. 1 et seq.

Act creating the "Pennsylvania Historical and Museum Commission", Act of June 6, 1945, P.S. 61, 62, 70, 104, 142, 158, 716, P.L. 1398

Relating to wildlife land management and research, Act of (June 24, 1939), 34 P.S. 1311.944, P.L. 239

Penal Code, Act of (June 24, 1939) 18 P.S. 4101 et seq., P.L. 872, as amended

Workmen's Compensation Act, Act of (June 21, 1939), 77 P.S. 1 et seq., P.L. 15

Occupational Disease Act, Act of (June 21, 1939), 77 P.S. 1201 et seq., P.L. 5

The Game Law, Act of (June 3, 1937), 34 P.S. 1311.1 et seq., P.L. 1225

Uniform Standards Code for Mobile Homes, Act 69, May 11, 1972

Industrial Housing Act, Act 70, May 11, 1972

Pennsylvania Meat and Poultry Hygiene Law of 1968, Act of July 9, 1968, P.L. 31 P.S. 438.1 et seq.

Housing Agency Law, P.L. 1688 (1959), 35 P.S. 1680, 101 et seq.

Pennsylvania Pesticide Act of 1957, Act of (1957), 63 P.S. 390-9, P.L. 248

Local Health Administration Law, Act of (August 24, 1951) 16 P.S. 1201 et seq. P.L. 1305

Housing and Redevelopment Assistant Law, Act of (May 20, 1949) 35 P.S. 166l et seq., P.L. 1633

Housing and Redevelopment Assistance Law, Act of (May 20, 1949) 72 P.S. 5860 612; 5860 701, 5860 703; P.L. 579

Pennsylvania Plant Pest Act of 1937, Act of (April 21, 1937) 3 P.S. 214-1 et seq., P.L. 318

General Safety Law, Act of (May 18, 1937), 43 P.S. 25-1 et seq., P.L. 654

Explosives Law, Act of (July 1, 1937), 73 P.S. 151 et seq., P.L. 2681

Milk Sanitation Law, Act of (1935), 31 P.S. 645 to 660g

Industrial Park Loans, Act of (August 31, 1971) Authorizing the Department of Community Affairs to develop and administer an Urban Technical Assistance Program, Act of (March 21, 1970), 71 P.S. 1049 101 et seq., P.L. 195

Development Act, Act of (May 6, 1968), 73 P.S. 361 et seq.

Urban Redevelopment Law, Act of (November 16, 1967), 35 P.S., 1704. 1 et seq., P.L. 498

Industrial Development Assistance Law, Act of (May 31, 1956), 73 P.S. 351 et seq., P.L. 1911

Industrial Development Authority Law, Act of (May 17, 1957), 73 P.S. 301 et seq., P.L. 1609

Commerce Law, Act of (May 10, 1939), 71 P.S. 1709-1 et seq., P.L. 111

Act 484 (August 23, 1961) bringing clay mines within the scope (Subsidence Insurance) of the Act, Act of (July 1, 1971)

Refuse Disposal Control Act, Act of (September 24, 1968), 52 P.S. 3051 et seq.

Bituminous Mine Subsidence and Land Conservation Act, Act of (April 27, 1966), 52 P.S. 1406.1 et seq., P.L. 31

Interstate Mining Compact, Act of (May 5, 1966), 52 P.S., 3251 et seq., P.L. 40

Pennsylvania Anthracite Coal Mine Act, Act of (November 10, 1965), 52 P.S., 70-101 et seq., P.L. 721 providing funds to alleviate pollution of streams from abandoned coal mines, Act of (December 15, 1965), 35 P.S. 760.1, P.L. 1075

Coal Mine Subsidence Insurance Fund, Act of (August 23, 1961), as amended, 51 P.S. 3201 et seq., P.L. 1068

Oil and Gas Conservation Law, ACt of (July 25, 1961), 58 P.S. 401 et seq., P.L. 825

Laws relating to bituminous coal mines, Act of (July 17, 1961), 52 P.S. 701-101 et seq., P.L. 659

Relating to Subsidence Safety, Anthracite Coal, Act of (Sept. 20, 1961), 52 P.S. 672.1 et seq., P.L. 1538

Relating to Mining in Safety Zones, Act of (December 22, 1959), 52 P.S. 3101 et seq., P.L. 1994

Providing for anthracite mine drainage, Act of (July 7, 1955), 52 P.S. 687 et seq., P.S. 258

Coal Mine Sealing Act of 1947, Act of (June 30, 1947), 52 P.S. 28.1 et seq.

FEDERAL STATUTES & REGULATIONS

Airport and Airway Development Act of 1970, 49 U.S.C. 1701, 1703, 1717-1222.

Anadromous Fish Conservation Act, 16 U.S.C. 7579-757f.

Appalachian Regional Development Act of 1965, 40 App. U.S.C., Subsection 1,2, 202, 205, 206, 212.

Atomic Energy Act of 1954 4z U.S.C., Sec. 2011

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Delaware River Basin Compact 75 Stat. 688 Enacted 1961

Department of Transportation Act, 29 U.S.C. 213 (a) (5), 40 U.S.C. 201, 206; 49 U.S.C. 1653

Dingell-Johnson Sport Fish Restoration Act, 23 U.S.C. 204; 23 C.F.R. Part 15

Endangered Species Conservation of 1969, 16 U.S.C., 668aa-668cc-5

Environmental Protection Agency Regulations, 40 C.F.R. Part 15

Federal Aid Highway Act of 1968, 49 U.S.C. 1653, 23 U.S.C. 131, 138, 205, 319;

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Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c

Fisherman's Protective Act of 1967, 22 U.S.C. 1971-1976

Flood Control Act of 1944, 33 U.S.C. 701, 708, 16 U.S.C. 1001, 1002, 4601, also see: River & Harbor Act of 1962 and Flood Control Act of 1962; 33 U.S.C. 426e, 596 and River & Harbors Flood Control Act of 1965, 42 U.S.C., 1962d-4 16 U.S.C. 460d 32 C.F.R. Part 300 36 C,F.R. Parts 311-326, 16 U.S.C. 1001, 1002, 7 C.F.R. Parts 15, 600

Game and Wildlife Act, 16 U.S.C, 715d-1, 715d-2, 715e, 715e-1,
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Land and Water Conservation Fund Act of 1965, 16 U.S.C. 460L-4 to 460L-11

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Federal Noise Control Act of 1972, 42 USCA Section 1858

National Emission Standards Act, 42 U.S.C. 1857f-1 to 1857f-7

National Environmental Policy Act of 1969, 42 U.S.C. 4311, 4331-4335, 4341-434
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National Trails System Act, 16 U.S.C. 1241-1249,
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National Wildlife Refuge System Administration Act of 1966,
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Water Bank Act, 16 U.S.C. 1301-1311

Watershed Protection and Flood Prevention Act,
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Wetlands Acquisition Act, 16 U.S.C. 715K-3 to 715K-5

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TECHNICAL SPECIFICATIONS

PRICE BREAKDOWNS MUST BE SUBMITTED WITH BID

MAIN BRANCH REMEDIATION AND IMPROVEMENTS
SOUTHEAST BRANCH – LIBRARY IMPROVEMENTS
NORTHEAST BRANCH – LIBRARY IMPROVEMENTS
NORTHWEST BRANCH – LIBRARY IMPROVEMENTS
AND THE
LIBERTY FIRE COMPANY – MASONRY IMPROVEMENTS

A. COST BREAKDOWN (Total of Breakdowns shall equal Base Bid.)

1. Breakout Cost for Southeast Library Branch $_____

2. Breakout Cost for Northeast Library Branch $_____

3. Breakout Cost for Northwest Library Branch $_____

4. Breakout Cost for Liberty Fire Company $_____

B. ALTERNATES

Alternate No. 1, 2, 3, 4, 5 and 6: ---------- NOT USED

Alternate No. 7: Paint Windows @ Northwest Library (DEDUCT) $_____

Alternate No. 8: Point Chimneys @ Liberty Fire Co. (DEDUCT) $_____

C. UNIT PRICES

Unit Price No. 1, 2, 3, 6, 7, 8, 9: ---------- NOT USED

Unit Price No. 4: Brick replacement @ Liberty Fire Co. (each) $_____

Unit Price No. 5: Repoint Masonry @ Liberty Fire Co. (linear foot) $_____

Unit Price No. 10: Install Cast Stone at Liberty Fire House. (cu. ft.) $_____

(End of Document)

Library Branches and Liberty Firehouse Renovations

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By City of Reading

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088000 GLAZING

DIVISION 09 - FINISHES

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NOT USED

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NOT USED

DIVISIONS 23 - HVAC

NOT USED

Library Branches and Liberty Firehouse Renovations

SECTION 011000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Library Branches and Liberty Firehouse Renovations.

B. Owner's Name: City of Reading.

C. Architect's Name: Seiler + Drury Architecture.

D. Construction Manager's Name: Burkey Construction Co.

E.. The Project consists of renovations to each of three Branches operated by the Reading Public Library and the Liberty Fire Company. The work at the Library branches and Fire Company building is as follows:

1. Main Branch: None.

2. Northwest Branch: Installation of handicap accessories in the toilet rooms, painting of the entrance and painting of the exterior window frames.

3. Northeast Branch: Repair of window units and painting of the exterior of doors and windows at existing historic building. Interior louvers in toilet rooms.

4. Southeast Branch: Repair of window units and painting of the exterior of doors and windows. Interior louvers in toilet rooms.

5. Liberty Fire Station: Repair of two brick and coping of two masonry gables and pointing of two chimneys at existing historic building.

1.02 CONTRACT DESCRIPTION

A. Contract Type: Single prime contract based on a Stipulated Price as described in the City of Reading standard contract.

B. General Conditions: The general conditions of the project will be AIA Document A232-2009 General Conditions of the Contract for Construction, as amended by the City of Reading General Provisions. Where A232 and the Specifications may have bearing upon similar subject matter, both shall apply wherever possible; otherwise the more stringent conditions shall govern.

C. The work of each building is outlined in this section.

D. The work shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

E. The Prime contractor shall be responsible to complete tasks related to equipment and material that they installed, even if not specifically assigned herein.

G. See Section 013200 Construction Schedules for construction time duration limits.

1.03 WORK BY OWNER (Coordinated and Final Connections by Prime Contractor)

A. Owner will award separate contracts for supply and/or installation of the following:

1. There is none contemplated at this time. However, if any becomes necessary for the prosecution of this project then the following sections shall apply.

B. General Contractor shall coordinate work of Owner's contractors into general schedule.

C. The Contractor shall cooperate fully with Owner's contractor's to facilitate product delivery and installation.

D. General Contractor shall provide use of dumpsters, to Owner's Contractors.

D. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.

1.04 OWNER OCCUPANCY

A. Owner intends to occupy the each building while the work is performed.

B. Project to be completed by the date stated in the Agreement as the contract completion date.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Arrange use of site and premises to allow:

1. Work by Owner or Owner's contractors, if any.

B. Provide access to and from site as required by law and by Owner:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
2. Do not obstruct roadways, sidewalks, or other public ways without permit.

1.06 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner, through Construction Manager, and per Phasing Plans.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:
   1. Quantity allowances.

C. Related Requirements:

   1. Section 012200 "Unit Prices" for procedures for using unit prices.
   2. Section 047200 "Cast Stone Masonry"

1.2 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance if applicable.

B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include materials and labor for complete installation plus all taxes, freight and delivery to Project site.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
5. For each phased work area, the contractor is to request the owner's Construction Manager (48 hours notice) to certify the quantity of all allowances, within that work area, before operations, such as painting are performed which would cover the evidence of the quantity. Only certified quantities will be accepted as counting toward the allowance quantities.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1, 2 AND 3 are NOT part of this project.

B. Allowance No. 4. Quantity Allowance: Installation of new Cast Stone Masonry as specified in Section 047200 CAST STONE MASONRY and as shown on Drawings.
   1. This allowance includes material cost, receiving, handling, installation and Contractor overhead and profit.
   2. This allowance includes a quantity of new cast stone units such as to provide the replacement of 60% of the existing terra-cotta units per volume of material regardless of profile and location along the slope.
   3. This applies only to the Liberty Fire Company building.
   4. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.2 DEFINITIONS

A. Unit price is **an amount incorporated in the Agreement, applicable during the duration of the Work 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.

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 schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Prices No. 1, 2, 3, 6, 7, 8 and 9 are NOT part of this project. Do not use.

B. Unit Price No. 4: Replace damaged bricks at the Gables and/or chimney of the Liberty Fire Company.

2. Description: The price is to include all labor and materials associated with the removal of a damaged brick and the installation of a new matching brick unit in the wall and/or chimneys at the Liberty Fire Company. The scope of work is as described in the drawings and specifications and includes all mortar associated with a complete installation.
3. Unit of Measurement: One brick.
4. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

C. Unit Price No. 5: Repoint brick or other masonry joints at the Liberty Fire Company.

1. Description: The price is to include all labor and materials associated with the removal of a damaged, missing or failing mortar and installing new mortar to match the existing in the wall and/or chimneys at the Liberty Fire Company. The scope of work is as described in the drawings and specifications and includes all steps associated with a complete installation.
2. Unit of Measurement: One linear foot.

D. Unit Price No. 10: Install Cast Stone Masonry at Liberty Fire House.

5. Description: The price is to include all labor, expenses and materials associated with the installation of new cast stone units. The unit price does not include the removal of the old terra cotta "capstone" units or any work rebuilding the masonry substrate. The scope of work is as described in the drawings and specifications. The quantity and location of anticipated work to be included in the base bid is per section 012100 "Allowances".
6. Unit of Measurement: One cubic foot.

END OF SECTION 012200

SECTION 012500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Section includes administrative and procedural requirements for substitutions.

1.02 RELATED REQUIREMENTS

A. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

B. Section 013200, Construction Schedules.

C. Section 013300, Submittal Procedures.

D. Section 016000, Product Requirements.

1.03 DEFINITIONS

A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction from those required by the Contract Documents proposed by Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:

1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to Contract Documents requested by the Owner or Architect.
3. Specified options of products and construction methods included in Contract Documents.
4. The Contractor's determination of the compliance with governing regulations and orders issued by governing authorities.

1.04 SUBMITTALS

A. Substitution Requests: Submit (3) three copies of each request for consideration to the Construction Manager.

1. Submit requests in the form and in accordance with procedures required for Change Order proposals.
2. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. 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.

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 and 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.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum. Include price comparison in form of certified quotations from suppliers of both specified and proposed equipment or products.
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, and that it will perform adequately in the application 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.

1.05 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

    1. Acceptable Causes: Architect will consider Contractor's request for substitution for causes including the following:

a. The specified product or method of construction cannot be provided within the Contract Time.

1) The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

b. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

2. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Requested substitution will not adversely affect Contractor's construction schedule.
c. Requested substitution has received necessary approvals of authorities having jurisdiction.
d. Requested substitution is compatible with other portions of the Work.
e. Requested substitution has been coordinated with other portions of the Work.
f. Requested substitution provides specified warranty.
g. 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.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

a. 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.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution will not adversely affect Contractor's construction schedule.
e. Requested substitution has received necessary approvals of authorities having jurisdiction.
f. Requested substitution is compatible with other portions of the Work.
g. Requested substitution has been coordinated with other portions of the Work.
h. Requested substitution provides specified warranty.
i. 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.

C. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012500

SECTION 012300

ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of alternates.

B. Procedures for pricing alternates.

1.02 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for defined certain work that may be added or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.03 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each alternate. The cost for each alternate shall include costs of related coordination, modification or adjustment.

1. Include as part of each alternate miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

C. Execute accepted alternates under the same conditions as other work of the Contract.

1.04 SCHEDULE OF ALTERNATES

A. Alternate No. 1, 2, 3, 4, 5 and 6: Are NOT parat of this project. Do not use.

B. Alternate No. 7 (Deduct) – Paint windows at Northwest Branch Library:

1. Base Bid: Paint the exterior surfaces of all exposed metal of the exterior windows of the Northwest Branch Library as noted on the drawings and specifications to be painted

2. Alternate 7 – In lieu of painting the windows at the Northwest Branch Library as noted on the drawings and specifications to be painted, instead do not paint them.

C. Alternate No. 8 (Deduct) – Point two brick chimneys at the Liberty Fire Company:

1. Base Bid: Point 60% of the joints, on all four faces of two brick chimneys at the Liberty Fire Company as noted on the drawings and specifications to be pointed.

2. Alternate 8 – In lieu of pointing 60% of the joints, on all four faces of two brick chimneys at the Liberty Fire Company as noted on the drawings and specifications to be pointed, instead do not point them.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section specifies administrative and procedural requirements governing the Contractor's Application for Payment.

B. This Section specifies administrative and procedural requirements governing the Prime Contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule. List of Subcontracts and Submittal Schedule.

C. This section specifies prevailing wage certified payroll procedures.

D. The Contractor's Construction Schedule and Submittal Schedule are included in other Sections.

1.02 RELATED REQUIREMENTS

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

1.03 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

   a. Contractor's construction schedule
   b. Application of Payment form
   c. List of subcontractors
   d. Schedule of alternates
   e. List of products
   f. List of principal suppliers and fabricators
   g. Schedule of submittals
   h. Included general labor hours if included in bid package descriptions
   i. Include line item for daily and final cleanup
   j. Separate line item for mobilization and demobilization as long as the values are the same.
   k. Separate line item for closeout requirements to be 0.75% of contract value.
   l. Separate line item for punch list.
   m. Separate line item for safety.
   n. Separate line item for project management.
   o. All items should include a breakdown of material, labor and equipment as it applies.

2. Submit the Schedule of Values within 7 days of Notice to Proceed.
3. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

C. The Owner may pay for off site stored materials, at their discretion and through consultation with the Architect and Construction Manager, provided the following requirements and the requirements of the "General Provisions" are met:

1. Prime Contractor must provide insurance certificate indicating materials specifically insured. Materials remain Prime Contractor's insurance responsibility until they are delivered to the job site, which is when the Owner's Builder's Risk goes into effect. Reference insurance specifications.
2. Materials shall be segregated and clearly marked with the Owner's name and project name.
3. Prime Contractor must provide a fully executed "Bill of Sale".
4. Prime Contractor must provide proof (through personal inspection by Owner Representative) that materials noted can be physically verified. Prime Contractor shall reimburse the Owner for all reasonable expenses associated with representative's inspection trip.
5. Materials must be stored within an insured facility within the State.

D. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location
   b. Name of Architect
   c. Project number
   d. Contractor's name and address
   e. Date of submittal

E. Arrange the Schedule of Values in a tabular form consistent with AIA Document G703, with separate columns.

1. Indicate the following for each item listed:

   a. Generic name
   b. Related Specification Section
   c. Name of subcontractor
   d. Name of manufacturer or fabricator
   e. Name of supplier
   f. Change Orders (numbers) that have affected value
   g. Dollar value
   h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent
   i. Line item for labor
   j. Line item for material
   k. Line item for equipment

2. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

   a. No single line item shall exceed $40,000 in value.

3. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
4. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
5. Margin of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in

the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

a. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.04 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involved additional requirements,

B. Payment Application Times: Pay applications are due on the 20th day of each month with work projected through the end of the calendar month or as required by the Owner to meet their payment cycles.

C. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Application for Payment or similar approved forms.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the owner. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit 5 executed copies of each Application for Payment to the Construction manager by means ensuring receipt within 24 hours; one copy shall be complete, including No Lien Agreement and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
2. Transmit along with the Application for Payment the following:

a. Construction progress schedule, revised and current as specified in Section 013200.
b. Current construction photographs as specified in Section 013233.
c. Partial release of leans from major subcontractors and vendors.
d. The paperwork as described in this section regarding application for stored materials.
e. Prevailing wage certified payroll forms as described in this section.

F. Waivers of Mechanics Lien: With each Application for Payment, Submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.

1. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.

a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could

lawfully be entitled to a lien.

2. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule.
5. Schedule of principal products.
6. Schedule of unit prices.
7. Submittal Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. Copies of building permits.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
11. Initial progress report.
12. Report of pre-construction meeting.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds (if required).
15. Data needed to acquire Owner's insurance.
16. Safety sheet.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. Administrative actions and submittals that shall proceed or coincide with this application include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings:
6. Start-up performance reports.
7. Change-over information related to Owner's occupancy, use, operation and maintenance.
8. Final cleaning.
9. Application for reduction of retainage, and consent of surety.
10. Advice on shifting insurance coverages.
11. Final progress photographs.
12. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion

I. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay.
5. Transmittal of required Project construction records to owner.
6. Certified property survey.
7. Proof that taxes, fees and similar obligations have been paid.

8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish and similar elements.
10. Change of door locks to Owner's access.
11. Consent of Surety for Final Payment form.
12. All closeout procedures specified in Section 017700.

1.05 PREVAILING WAGE CERTIFIED PAYROLL PROCEDURES

A. Upon the start of work at the jobsite, each and every contractor, subcontractor, and/or lower-tier subcontractor(s) must provide a certified payroll for each week, without exception, on a weekly basis. If no work is performed for any given week, a Certified Payroll form must be submitted for that specific week marked "NO WORK PERFORMED". The top headings of the first page and the entire second page of the form must be completely filled in and signed each week. The first and last submissions must be notarized.

B. Pennsylvania Labor & Industry form LLC-25 is the only acceptable form. Any Certified Payrolls submitted on the Federal form will be rejected and returned for resubmission on the State form.

C. Computer printouts will only be accepted if they provide exactly what the State form requires. Computer printouts must be attached to the LLC-25 form for submission.

D. The Base Hourly Rate column and the Total Fringe Benefits column must be expressed in hourly dollar values, not totals. The total of the two columns must add up to the total rate in the Wage Decision.

E. Non-union contractors must provide a breakdown of fringe benefits by employee if each employee receives different fringe benefits. A dollar value range will NOT be accepted in the Fringe Benefits Explanation on page 2 of the Certified Payroll form.

F. Weekly Certified Payroll forms are to be provided in duplicate.

G. Each Prime Contractor is responsible for the review of their lower-tier subcontractors before submission to the Construction Manager. Incorrect forms will be returned to the responsible Prime Contractor for resolution.

H. Monthly payments will be withheld if certified payrolls are not correctly submitted and up to date.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 PURPOSE

A. This section specified minimum administrative and procedural requirements necessary for handling and processing Contract modifications.

B. Multiple Prime Contracts: Provisions of this section apply to the work of the Prime Contractor.

1.02 RELATED REQUIREMENTS

A. Division 1 Section 012900, Payment Procedures for all Contracts for administrative procedures governing applications for payment.

B. Division 1 Section 013200, Construction Schedules, for requirements for the contractor's construction schedule.

C. Division 1 Section 012500, Substitution Procedures, for administrative procedures for handling requests for substitutions made after award of the Contract.

1.03 MINOR CHANGES IN THE WORK

A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect through the Construction Manager on AIA Form G710, Architect's Supplemental Instruction.

1.04 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time, will be issued by the Construction Manager, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. Detailed description of the change, products, and location of the change in the Project.
2. Supplementary or revised Drawings and Specifications.
3. The projected time span for implementing the change.
4. A specific period of time during which the requested price will be valid.
5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
6. Unless otherwise indicated in the proposal request, within 5 days of receipt of the proposal request, submit to the Construction Manager for the Owner's review, an estimate of cost necessary to execute the proposed change.

B. Contractor may initiate proposed changes by submitting a written notice to the Architect through the Construction Manager, containing:
1. Description of the proposed changes.
2. Statement of the reason for making the changes.
3. Statement of the effect on the Contract Sum and the Contract Time.
4. Statement of the effect on the work of other Contractors.
5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.05 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Construction Manager may issue a

Construction Change Directive on AIA Form G714/CMa, or other written directive, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
2. Owner, Construction Manager, and Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.
3. Contractor shall sign and date the Construction Change Directive to indicate agreement with the items therein.

B. Documentation: Maintain detailed records on a time and material basis of Work required by the Construction Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract within 5 days of completion of change. Construction Manager will then prepare the appropriate Change Order accordingly.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Architect and Construction Manager to evaluate the quotation.

B. On each proposal request, provide additional data to support time and cost computations; including, but not limited to, the following:

1. Labor required (estimated labor hours).
2. Equipment required.
3. Products required:

    a. Recommended source of purchase and unit cost.
    b. Quantities required.

4. Taxes, insurance, and bonds.
5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit applicable to direct costs.
7. Justification for any change in Contract Time.

C. Support each claim for additional costs and for work done on a Construction Change Directive basis, with documentation as required for a lump sum proposal, plus the following additional information:

1. Name of the Owner's authorized agent who ordered the work, and date of the order.
2. Dated and times work was performed and by whom.
3. Time record, summary of hours worked, and hourly rated paid.
4. Receipts and invoices for:

    a. Equipment used, listing dated and time of use.
    b. Products used, listing of quantities.
    c. Subcontracts.

D. Document requests for substitutions for Products as specified in Division 1 Section "Product Substitutions".

1.07 PREPARATION OF CHANGE ORDERS

A. Construction Manager will prepare each Change Order.

B. Change Order Form: AIA Document G701/CMa.

C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

1. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.08 LUMP SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on either:

1. Construction Manager's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor; or
2. Contractor's Proposal for a change, as recommended by Construction Manager and Architect.

B. Owner, Construction Manager and Architect will sign and date the Change Order as authorized for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.09 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on either:

1. Architect's definition of the scope of the required changes.
2. Contractor's Proposal for a change, as recommended by the Construction Manager and Architect.
3. Survey of the completed work.

B. The amount of the unit prices to be:

1. Those stated in the Agreement.
2. Those mutually agreed upon between Owner and Contractor.

C. When quantities of each of the items affected by the Change Order can be determined prior to the start of the Work:

1. Owner, Construction Manager, and Architect will sign and date the Change Order as authorization for Contractor to proceed with the changes.
2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the work:

1. Construction Manager will issue a Construction Change Directive directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
2. At completion of the change, Construction Manager will determine the cost of such work based on the unit prices and quantities used. Construction Manager will then prepare the appropriate Change Order accordingly. Contractor shall submit on a daily basis, documentation to establish the number of units of each item and any claims for a change in Contract Time.
3. The Owner, Architect, and Construction Manager will sign and date the Change Order to

establish the change in Contract Sum and in Contract Time.

4. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

E. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

1.10 TIME AND MATERIAL CHANGE ORDER AND CONSTRUCTION CHANGE DIRECTIVE

A. Construction Manager may issue a Construction Change Directive directing Contractor to proceed with the changes.

B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in this Section. Supporting data shall include daily work authorizations signed y the Construction Manager.

C. Architect and Construction Manager will determine the allowable cost of such work, as provided in the General and Supplementary Conditions.

D. The Owner, Architect, and Construction Manager will sign and date the Change Order to establish the change in Contract Sum and in contract Time.

E. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. The Construction Manager will periodically, with monthly Applications for Payment, revise Schedule of Values and Request for Payment forms to record each change as separate items of Work, and to record the adjusted Contract Sum.

B. The Construction Manager will periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Review sub-schedules to show changes for other items of Work affected by the changes.

C. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

1.12 CHANGE ORDER OVERHEAD AND PROFIT

A. The maximum allowable overhead and profit included in any change order is as follows:

1. For change orders up to $4,000.00 the maximum overhead and profit will be 10% and 5% respectively.
2. For change orders over $4,000.00 the maximum overhead and profit will be 5% and 5% respectively.
3. Overhead and profit is to be calculated on actual cost of work.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination drawings.
2. Requests for Information (RFIs).

B. Related Sections:

1. Division 01 Section "Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Construction Schedules" for construction progress documentation.
4. Division 01 Section "Project Meetings" for scheduling, attendance and agendas.

1.02 DEFINITIONS

A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information from each other during construction.

1.03 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems.
8. Project closeout activities.

1.04 COORDINATION DRAWINGS

A. Coordination Drawings, General: Because limited space availability necessitates maximum utilization of space for efficient installation of different building components and systems, all Contractors, jointly, cooperatively, and in the manner described below in this Article, shall prepare Coordination Drawings to facilitate and ensure careful coordination of the installation of products and materials fabricated by separate entities. Ceiling heights and space conditions on this project are critical and space allocation must be coordinated between all trades and maintained.

1. Content: The Coordination Drawings shall show in plan, accurately and to scale, all existing and proposed areas of the building, including buried systems and services. The Coordination Drawings shall contain all project-specific information relevant to the coordination of the work of each Contractor. The Coordination Drawings shall include elevations and sections of utility and mechanical rooms, pipe and duct chases, and ceiling spaces concealing pipes or ducts, where necessary for coordination. The information contained in the Coordination Drawings shall include, but shall not be limited to, the following:

    a. Sizes, locations and routings of equipment and systems to be installed by each Contractor, as needed to show clearly, adequately and fully the functional and spatial relationships of all components of architectural, structural, civil, mechanical, plumbing, fire protection and electrical systems. Indicate equipment dimensions (width and length) and elevations above finished floor.
    b. Dimensions shown on the Contract Drawings, with any dimensions that appear to be in conflict with minimum clearance requirements of specified equipment specifically noted.
    c. Proposed installation sequences.

2. Format: Coordination Drawings shall be drawn to the scale of 1/8" = 1'-0", or larger, and shall be generated from a 2007 or later release of the computer program AutoCAD, by Auto Desk Inc. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data.
3. Sheet Size: As needed to show required information at the scale indicated above, but no larger than 30 by 42 inches.
4. Number of Copies: Submit five opaque copies of each Coordination Drawing. Architect will return four copies.

B. 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.

C. Coordination Drawings 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. Review will not be construed as acceptance of Work which is not in accordance with the Contract Drawings, Specifications or Shop Drawings.

F. Adjustments in sequencing of Coordination Drawings may be made if necessary and agreed

upon by the Contractors in coordination meetings. All Contractors are required to participate in as many repetitions of the sequence as required to achieve final coordination, if the General Contractor determines that such repetitions are necessary.

G. Contract Documents shall be used as a guide in the production of Coordination Drawings. Final approved Coordination Drawings shall govern the installation of systems with respect to both sequence of installation and spatial relationships between systems. Contract Documents will be prepared in accordance with all applicable rules, regulations and governing authorities.

K. If dimensions shown on the Contract Documents appear to be in conflict with minimum clearance requirements of specified equipment, the Contractor who discovers the conflict shall prepare any sketches that may be required to describe the conflict, and submit such sketches to the Architect for resolution of the conflict. Minor dimension changes and difficult installations resulting from such conflict resolution by the Architect will not be considered changes to the Contract.

1.05 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor 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 information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect and Construction Manager.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Form bound in the Project Manual following this section.

D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.

1. 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 inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.

E. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013100

SECTION 013110

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Preconstruction Conference

B. Site Mobilization Meeting

C. Progress Meetings, Prime's Meetings

D. Progress Meetings, Owner's Meetings

E. Pre-installation Meetings for Prime Contractors and Major Subcontractors

F. Schedule Review Meetings

G. Closeout Requirement Review Meetings

1.02 RELATED REQUIREMENTS

A. Section 013100 - Project Management: For additional coordination meeting requirements.

B. Section 013200 - Construction Schedule

C. Section 013300 - Submittal Procedures

D. Section 017823 - Operating and Maintenance Data

E. Section 017839 - Project Record Documents

F. Individual Specification Sections: Pre-installation Meetings

1.03 DESCRIPTION

A. Work included: To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the Construction Manager will conduct project and coordination meetings throughout the construction period.

1.04 QUALITY ASSURANCE

A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.05 SUBMITTALS

A. Minutes: The Construction Manager will compile minutes of each Owner's progress meeting and will furnish one copy to each attending Contractor. The Contractor may make and distribute such other copies as he wishes.

B. Minutes: The General Contractor will compile minutes of each subcontractor's progress meeting and will furnish one copy to each attending Contractor and Construction Manager. The Contractor may make and distribute such other copies as he wishes.

1.06 PRECONSTRUCTION CONFERENCE

A. After Notice of Award, Construction Manager will schedule and administer the Preconstruction Conference for execution of the Owner-Contractor Agreement, exchange of preliminary submittals, clarification of owner, Construction Manager, Architect, and Contractor

responsibilities in use of site, and for review of administrative procedures.

1. Attendance Required:

    a. Owner
    b. Architect, and any consultants the architect deems necessary.
    c. Prime Contractors
    d. Construction Manager

B. Agenda: Discuss items of significance that could affect progress including such topics as:

1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Tentative construction schedule.
4. Critical work sequencing.
5. Designation of responsible personnel representing the parties to the Prime Contracts, Construction Manager, Architect and Owner.
6. Procedures and processing field decisions and Change Orders and proposal requests.
7. Procedures and processing Applications for Payment.
8. Distribution of Contract Documents.
9. Procedures and processing Submittal of Shop Drawings, Products Data, and Samples.
10. Preparation of record documents.
11. Use of the premises.
12. Office, work, and storage areas.
13. Equipment deliveries and priorities.
14. Safety procedures.
15. First aid.
16. Security.
17. Housekeeping.
18. Working hours.
19. Procedures for testing.
20. Requirements of start-up of equipment.
21. Anticipated meeting requirements.
22. Contract closeout procedures.
23. Procedures and processing substitutions.
24. Submission of list of Subcontractors, list of Products, schedule of values and progress schedule.
25. Site logistics plan review.

C. Project Coordination:

1. Project Coordinator: General Contractor.
2. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and storage containers, for site access, traffic, deliveries and parking facilities.
3. General Contractor to prepare a site logistic plan to be submitted to Construction Manager within 14 days after Notice to Proceed.
4. During construction, coordinate use of site and facilities through the Project Coordinator.
5. Comply with the Project Coordinator's procedures for intra-project communications, submittals, reports and records, schedules, coordination drawings, recommendations and resolution of conflicts.
6. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
7. Make the following types of submittals to Architect through the Construction Manager:

    a. Request for information
    b. Request for substitution

c. Shop drawings, product data and samples
d. Test and inspection reports
e. Manufacturer's instructions and field reports
f. Applications for payment and change order requests
g. Progress schedules
h. Coordination drawings
i. Closeout documents

1.07 SITE MOBILIZATION MEETING

A. Construction Manager will schedule a meeting at the project site prior to Contractor occupancy.

B. Attendance Required:

1. General and Site Contractor
2. Owner
3. Architect
4. Contractor's Superintendent
5. Major Subcontractors
6. Construction Manager

C. Agenda:

1. Use of premises by Owner and Contractor
2. Owner's requirements
3. Survey and building layout
4. Security and house keeping procedures
5. Schedules
6. Application for payment procedures
7. Procedures for testing
8. Procedures for maintaining record documents
9. Requirements for start up equipment
10. Inspection and acceptance of equipment put into service during construction period

D. Construction Manager will record minutes and distribute copies within three days after meeting to participants, with copies going to Architect, Owner, Participants and those affected by decisions made.

1.08 PRIME CONTRACTOR'S PROGRESS MEETING

A. The General Contractor will schedule and administer the progress meetings every other week through the project. Times and dates shall be agreed upon by the other Prime Contractors and the Construction Manager.

1. Attendance Required:
   a. Subcontractors and their field foremen and Suppliers
   b. Construction Manager

B. A Coordination/Superintendent's Progress Meeting shall be held every other week (to be opposite the every other week Owner's progress meetings identified in section 1.09). Attendance of all Prime Contractors, subcontractors and suppliers on site and all Contractors requested by the General Contractor is mandatory. **Failure to attend such meetings shall result in a charge to the Contractor of $250 for each missed meeting.**

C. The General Contractor will schedule and administer Prime Contractor Progress Meetings every other week through the project. Times and dates shall be agreed upon by the General Contractor, Primes and Construction Manager. Prime Contractor Progress Meetings are in

addition to specific meetings held for other purposes, such as regular Progress Meetings and special Pre-installation Meetings.

D. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved or anticipated to be on site within 14 calendar days.

E. The General Contractor will make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings; record minutes, and distribute copies within three working days to the Construction Manager, Primes, Subcontractors, Suppliers and other participants and those affected by decisions made at meetings.

F. Attendance: Construction Manager as Owner's representative, Prime Contractor's Project Manager, and Project Superintendent, all as appropriate to address agenda topics for each meeting. Major subcontractors and suppliers shall attend.

1.09 OWNER'S PROGRESS MEETING

A. The Construction Manager will schedule and administer Project progress meetings every other week through the project. The construction manager may determine that at some point during the construction the progress meetings can be scaled back to monthly. Times and dates shall be agreed upon by the Architect, Owner, and Prime Contractor(s).

B. Project meetings shall be held at the job site in a location designated by the Construction Manager.

C. The Construction Manager will make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings; record minutes, and distribute copies within three working days to the Architect, Owner, participants and those affected by decisions made at meetings.

D. Attendance: Construction Manager, Prime Contractor's Project Manager, and Project Superintendent, Owner, and Architect all as appropriate to address agenda topics for each meeting. Major subcontractors and suppliers shall attend when requested by the Construction Manager. **Failure to attend these meetings shall result in a charge to the Contractor of $500 for each missed meeting.**

E. The first Owner's Progress Meeting shall be held within 14 days after start of Work.

F. At each Progress Meeting, the contractors shall present to the Construction Manager and Architect any questions that have arisen as a result of carefully examining the Drawings and Specifications. The Construction Manager and Architect shall present any guides, advice or administrative procedures they wish to have followed for orderly and expeditious prosecution and administration of the Work. Agenda shall include at least the following:

1. Review and correct or approve minutes of the previous Progress Meeting.
2. Review other items of significance that could affect progress.
3. Include topics for discussion as appropriate to the current status of the Project.
4. Construction Schedule: General Contractor must submit an updated schedule for review. Review progress since the last meeting. Determine where each activity is in relation to the Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities shall be completed within the Contract Time.
5. Review the present and future needs of each entity present, including such items as:

    a. Interface requirements
    b. Time
    c. Sequences

d. Deliveries
e. Off-site fabrication problems
f. Access
g. Site utilization
h. Temporary facilities and services
i. Hours of work
j. Hazards and risks
k. Housekeeping
l. Quality and work standards
m. Change Orders
n. Documentation of information for payment requests

1.10 PRE-INSTALLATION MEETINGS

A. The responsible prime will schedule and administer. The Construction Manager will record and distribute the meeting minutes.

B. When required in individual Specification Sections and as otherwise required by the Construction Manager, convene a Pre-installation Meeting prior to commencing work of the Section.

C. Require attendance of entities directly affecting, or affected by, work of the Section.

D. Review conditions of installation, preparation, and installation procedures, and coordination with related work.

E. Review the progress of other construction activities and preparations for the particular activity under consideration at each Pre-installation Meeting, including requirements for:

1. Contract Documents
2. Options
3. Related Change Orders
4. Purchases
5. Deliveries
6. Shop Drawings, Product Data & Quality Control Samples
7. Possible conflicts
8. Compatibility problems
9. Time schedules
10. Weather limitations
11. Manufacturer's recommendations
12. Compatibility of materials
13. Acceptability of substrates
14. Temporary facilities
15. Space and access limitations
16. Governing regulations
17. Safety
18. Inspection and testing requirements
19. Required performance results
20. Recording requirements
21. Protection

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - PRODUCTS (NOT APPLICABLE)

END OF SECTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Daily construction reports.
3. Field condition reports.

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 Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

C. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
1. Two paper copies.

B. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Reports: Concurrent with schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration,

remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

E. Daily Construction Reports: Submit at monthly intervals.

F. Field Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work 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.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. 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 and major items, requiring a cycle of more than 60 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 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 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. Punch List and Final Completion: Include not more than 20 days for punch list and final completion.

C. 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: Indicate concurrent sub-phase activities on schedule.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. 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. Use of premises restrictions.
e. Seasonal variations.
f. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Owner's moving dates, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule: Submit a comprehensive, fully developed, horizontal chart-type, Contractor's construction schedule within 15 days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time. Contract Time is in calendar days.

3. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.

C. 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.

D. Initial Issue of Schedule: Prepare initial diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. Equipment at Project site.
4. Material deliveries.
5. High and low temperatures and general weather conditions, including presence of rain or snow.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events.
9. Stoppages, delays, shortages, and losses.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Services connected and disconnected.
13. Equipment or system tests and startups.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At biweekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013233

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.

B. Related Sections:

1. Division 01 Section "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.02 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files with each application for payment, taken not more than (3) three days prior to submission.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.
2. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Date photograph was taken.
c. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.03 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera,

without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect and Construction Manager.

C. Preconstruction Photographs: Before commencement of excavation, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.

1. Take 20 photographs at Main Library Branch and 10 photographs at the other four buildings to show existing conditions before starting the Work.

D. Periodic Construction Photographs: Take photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take photographs, from similar vantage points as described in 3.01.c.1 above, after date of Substantial Completion for submission as Project Record Documents. Construction Manager will inform photographer of desired vantage points.

F. Additional Photographs: Architect or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.
    e. Extra record photographs at time of final acceptance.
    f. Owner's request for special publicity photographs.

END OF SECTION 013233

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:

1. Division 01 Section "Project Management and Coordination" for submitting coordination drawings.Division 01 Section "Construction Schedules" for submitting schedules and reports, including Contractor's construction schedule.
2. Division 01 Section "Product Requirements" for product options.
3. Division 01 Section "Quality Requirements" for mock-ups.
4. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
5. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
6. Division 01 Section "Demonstration and Training" for demonstration of equipment and training of Owner's personnel.
7. Individual Sections for additional submittal requirements.

1.02 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.03 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals within 7 days of agreement, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

B. Transmit submittals promptly in accordance with approved Progress Schedule, and in such sequence as to cause NO DELAY in the work or in the work of any other Contractor.

1.04 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
b. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Identification and Information:

1. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

    a. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
    b. Name file with submittal number or other unique identifier, including revision identifier.

        1) File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., REOC-061000-01). Resubmittals shall be numbered sequentially (e.g., REOC-061000-02).

2. Include the following information on a cover sheet for processing and recording action taken:

    a. Project name.
    b. Project Identifier (e.g. REOC)
    c. Date.
    d. Name of Architect.
    e. Name of Construction Manager.
    f. Name of Contractor.
    g. Name of firm or entity that prepared submittal.
    h. Name of subcontractor.
    i. Name of supplier.
    j. Name of manufacturer.
    k. Submittal number or other unique identifier, including revision identifier.
    l. Number and title of appropriate Specification Section.
    m. Drawing number and detail references, as appropriate.
    n. Location(s) where product is to be installed, as appropriate.

o. Other necessary identification.

E. Options: Identify options requiring selection by the Architect.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and Construction Manager.

H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect and Construction Manager will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use form following this section.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Make any corrections or changes in the submittals required by the Architect/Engineer or Construction Manager and resubmit under procedures specified for initial submittals.
2. Indicate any changes which have been made other than those requested by the Architect/Engineer or Construction Manager.
3. Note date and content of previous submittal.
4. Note date and content of revision in label or title block and clearly indicate extent of revision.
5. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.01 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Contractor shall transmit submittals electronically according to the following requirements:

1. Submit electronic submittals via email as PDF electronic files.

a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.

4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Submit only pages and information that are pertinent.
3. Mark each copy of each submittal to show which products and options are applicable.
4. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.
    i. Reference standards, performance characteristics and capacities.

5. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Piping diagrams.
    e. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
    f. Component parts and finishes.

6. Manufacturer's standard schematic drawings and diagrams:

    a. Modify drawings and diagrams to delete information which is not applicable to the Work.
    b. Supplement standard information to provide information specifically applicable to the Work.
    c. Delete information not applicable.
    d. Provide manufacturer's preparation, assembly, and installation instructions when required by the Specification Section.

7. Submit Product Data before or concurrent with Samples.
8. Submit Product Data in the following format:

    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base

Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate, in a clear, thorough way, requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Reference to sheet number and detail, schedule or room numbers shown on Contract Drawings.
    h. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches, and in form adequate to clearly illustrate requirements.
3. Submit Shop Drawings in the following format:

    a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of minimum size indicated, or as needed to clearly illustrate finish characteristics, prepared from same material to be

used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project record sample.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

a. PDF electronic file.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Schedules."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

1. Submit subcontract list in the following format:

a. PDF electronic file.

J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of

manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.02 DELEGATED-DESIGN SERVICES

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. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of certificate, 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.

1. Indicate that products and systems comply with performance and design criteria in the

Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.01 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

1. Sign or initial each sheet of shop drawings and product data, and each sample label to certify approval and compliance with requirements of Contract Documents.
2. Determine and verify:

    a. Field measurements.
    b. Field construction criteria.
    c. Manufacturer's catalog numbers and similar data.
    d. Conformance of submittal with requirements of Contract Documents.

3. Coordinate each submittal with requirements of the Work and of the Contract Documents.

B. Notify the Construction Manager in writing, at time of submission, of ANY AND ALL DEVIATIONS in the submittals from requirements of the Contract Documents.

C. DO NOT FABRICATE PRODUCTS or begin work which requires submittals until return of submittals with Architect/Engineer review stamp, without any exceptions.

D. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

E. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

F. Contractor shall prepare for his use on this project a shop drawing stamp that shall contain the following:

1. _____ Contractor approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents and with work of other Contractors.
2. Date _____ Contractor _____
3. Specification Section _____ Contract No. _____ Submittal No. _____

3.02 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

A. General: Architect and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to

indicate action, as follows:

1. "Reviewed": The Architect has reviewed, and takes no exception to, the submittal.
2. "Reviewed as Noted": The Architect has reviewed the submittal and has noted exceptions.
3. "Not Approved": The Architect has reviewed the submittal and has found that it is not in compliance with Contract requirements.
4. "Revise and Resubmit": The Architect has reviewed the submittal, and has found deviations from Contract requirements that need to be corrected by the Contractor on resubmittal.

C. Effect of Architect's Approval: The Architect's approval of shop drawings, product data, samples or other similar submittals does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of the submittal, has clearly noted the deviation on the submittal, and the Architect has given written approval of the specific deviation.

D. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.

E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.03 DISTRIBUTION

A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of review to:

1. Job site file.
2. Record Documents file.
3. Other affected contractors.
4. Subcontractors.
5. Supplier or Fabricator.

B. Distribute samples which carry the Architect/Engineer stamp of review as directed by the Architect/Engineer.

END OF SECTION 013300

SECTION 013591 - HISTORIC TREATMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general protection and treatment procedures for The Liberty Fire House, The Northwest Library Branch.

1.2 DEFINITIONS

A. Consolidate: To strengthen loose or deteriorated materials in place.

B. Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.

C. Existing to Remain: Existing items that are not to be removed or dismantled.

D. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

E. Reconstruct: To remove existing item, replicate damaged or missing components, and reinstall in original position.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.

H. Remove: Specifically for historic spaces, areas, rooms, and surfaces, the term means to detach an item from existing construction to the limits indicated, using hand tools and hand-operated power equipment, and legally dispose of it off-site, unless indicated to be salvaged or reinstalled.

I. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

J. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

K. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

L. Reproduce: To fabricate a new item, accurate in detail to the original, and in either the same or a similar material as the original, unless otherwise indicated.

M. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.

N. Retain: To keep existing items that are not to be removed or dismantled.

O. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.

P. Salvage: To protect removed or dismantled items and deliver them to Owner[**ready for reuse**].

Q. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.

R. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 INFORMATIONAL SUBMITTALS

A. Construction Schedule for Historic Treatments: Indicate for entire Project the following for each activity to be performed in historic spaces, areas, and rooms, and on historic surfaces:

1. Detailed sequence of historic treatment work, with starting and ending dates, coordinated with Owner's continuing operations and other known work in progress.

B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by Contractor's historic treatment operations.

C. Historic Treatment Program: Submit before work begins.

1.4 QUALITY ASSURANCE

A. Historic Treatment Specialist Qualifications: The contractor or subcontractor performing the Masonry work at the Liberty Fire House must be an experienced firm regularly engaged in historic treatments similar in nature, materials, design, and extent to this work as specified in each section, and that has completed a minimum of five (5) recent projects with a record of successful in-service performance that demonstrate the firm's qualifications to perform this work. The firm must also have at least five years of experience in the field on historic masonry repair.

1. Worker Qualification: Persons performing the work are to be experienced in historic treatment work of types they will be performing.

B. Historic Treatment Program: Prepare a written plan for historic treatment for whole Project, including each phase or process and protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.

2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

C. Regulatory Requirements: Comply with notification regulations of authorities having jurisdiction before beginning removal and dismantling work. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI/ASSE A10.6.

E. Historic Treatment Preconstruction Conference: Conduct conference at each project site under the jurisdiction of the HARB or Section 106 review

1.5 STORAGE AND PROTECTION OF HISTORIC MATERIALS

A. Historic Materials for Reinstallation:

1. Repair and clean historic items as indicated and to functional condition for reuse.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make item functional for use indicated.
5. Secure stored materials to protect from theft.

B. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.

1.6 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to removal and dismantling area. Conduct removal and dismantling work so Owner's operations will not be disrupted.

B. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

C. Storage or sale of removed or dismantled items on-site is not permitted unless otherwise indicated.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Preparation for Removal and Dismantling: Examine construction to be removed or dismantled to determine best methods to safely and effectively perform removal and dismantling work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed or dismantled and location of utilities and services to remain that may be hidden by construction that is to be removed or dismantled.

B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."

3.2 PROTECTION, GENERAL

A. Comply with temporary barrier requirements in Section 015000 "Temporary Facilities and Controls."

B. Ensure that supervisory personnel are on-site and on duty when historic treatment work begins and during its progress.

C. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide barricades, barriers, and temporary directional signage to exclude public from areas where historic treatment work is being performed.
3. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of historic treatment work.
4. Contain dust and debris generated by removal and dismantling work and prevent it from reaching the public or adjacent surfaces.
5. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
6. Protect floors and other surfaces along haul routes from damage, wear, and staining.
7. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the building.

D. Temporary Protection of Historic Materials:

1. Protect existing historic materials with temporary protections and construction. Do not deface or remove existing materials.

2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.

E. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

F. Existing Roofing: Prior to the start of work in an area, install roofing protection to avoid damage to existing adjacent materials.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemical cleaners and paint removers.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof, UV resistant, and will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials staining.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

D. Neutralize and collect alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL HISTORIC TREATMENT

A. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.

B. Halt the process of deterioration and stabilize conditions, unless otherwise indicated. Perform work as indicated on Drawings. Follow the procedures in subparagraphs below and procedures approved in historic treatment program:

1. Retain as much existing material as possible; repair and consolidate rather than replace.
2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
3. Use reversible processes wherever possible.
4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.

5. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation. Comply with requirements in Section 013233 "Photographic Documentation."

C. Notify Architect of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

D. Where missing features are indicated to be repaired or replaced, provide features whose designs are based on accurate duplications rather than on conjectural designs, subject to approval of Architect.

E. Where Work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.

F. Identify new and replacement materials and features with permanent marks hidden in the completed work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on record Drawings.

3.5 HISTORIC REMOVAL AND DISMANTLING

A. General: Have removal and dismantling work performed by a qualified historic treatment specialist.

B. Perform work according to the historic treatment program.

C. Water-Mist Sprinkling: Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.

D. Anchorages:

1. Remove anchorages associated with removed items.
2. Dismantle anchorages associated with dismantled items.
3. In non-historic surfaces, patch holes created by anchorage removal or dismantling according to the requirements for new work.
4. In historic surfaces, patch or repair holes created by anchorage removal or dismantling according to Section specific to the historic surface being patched.

3.6 HISTORIC TREATMENT SCHEDULE

A. Spaces, areas, rooms, and surfaces requiring special care and treatment to ensure successful rehabilitation reconstruction are generally described below.

1. The exterior windows and doors of the Northwest Library Branch.

2. The exterior masonry roof, masonry windows and doors of the Liberty Fire Station.

END OF SECTION 013591

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

1.02 RELATED REQUIREMENTS:

A. Section 013100 – Project Management and Coordination: Submittal procedures, coordination drawings.

B. Section 014000.01 – Project Special Inspections and Field Quality Control.

B. Section 014010 – Mock-ups.

C. Section 014216 - Definitions.

D. Section 014219 - References.

E. Section 016000 - Product Requirements: Requirements for material and product quality.

F. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.03 REFERENCE STANDARDS

A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.

B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2008.

C. ASTM C 1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2008.

D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2008.

E. ASTM E 329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2008.

F. ASTM E 543 - Standard Specification for Agencies Performing Nondestructive Testing; 2008a.

1.04 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.

D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction. See individual product sections for additional experience requirements.

1.05 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.06 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

1. Seismic-force resisting system, designated seismic system, or components.
2. Main wind-force resisting system or a wind-resisting component.

B. Testing Agency Qualifications: 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.

1.07 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. 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. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.08 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well

as sufficient production capacity to produce required units.

C. 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.

D. 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.

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 product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
d. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each

form of construction and finish required to comply with the requirements in Section 014010 "Mock-ups," using materials indicated for the completed Work.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 49.

1.09 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services. See individual sections and Section 014000.01 for quality-control services to be performed by Owner.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsiblity. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ 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.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Limits on Testing Laboratory Authority

1. Laboratory MAY NOT release, revoke, alter or enlarge on requirements of Contract Documents.
2. Laboratory MAY NOT approve or accept any portion of the Work.
3. Laboratory MAY NOT assume any duties of the Contractor.
4. Laboratory HAS NO authority to stop Work

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to designated laboratory.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

D. If, in the opinion of Architect or Construction Manager, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 014000

SECTION 014200

REFERENCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements relating to referenced standards.

1.2 QUALITY ASSURANCE

A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.

C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
AGA	American Gas Association
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association

BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
CGA	Compressed Gas Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
DASMA	Door and Access Systems Manufacturer's Association
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
ESD	ESD Association (Electrostatic Discharge Association)
ETL	Electrical Testing Laboratories
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
GA	Gypsum Association
GANA	Glass Association of North America
HI	Hydraulic Institute
HI	Hydronics Institute
ICEA	Insulated Cable Engineers Association, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IGMA	Insulating Glass Manufacturers Alliance

IPCI	International Polished Concrete Institute
ISO	International Organization for Standardization Available from ANSI
ITS	Intertek Testing Service NA (Now ETL SEMCO)
LMA	Laminating Materials Association (Now part of CPA)
MFMA	Metal Framing Manufacturers Association, Inc.
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NADCA	National Air Duct Cleaners Association
NAIMA	North American Insulation Manufacturers Association
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFPA	NFPA (National Fire Protection Association)
NHLA	National Hardwood Lumber Association
NRCA	National Roofing Contractors Association
NSF	NSF International (National Sanitation Foundation International)
NWWDA	National Wood Window and Door Association (Now WDMA)
PDI	Plumbing & Drainage Institute
RCSC	Research Council on Structural Connections
SAE	SAE International
SDI	Steel Deck Institute

SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPRI	Single Ply Roofing Industry
SSC	Southern Standard Building, Mechanical and Plumbing Codes
SSPC	SSPC: The Society for Protective Coatings
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
UL	Underwriters Laboratories Inc.
WCMA	Window Covering Manufacturers Association
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WWPA	Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

ICC	International Code Council
UBC	Uniform Building Code (See ICC)

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DOE	Department of Energy
EPA	Environmental Protection Agency
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PS	Product Standards
USDA	Department of Agriculture

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board
CFR	Code of Federal Regulations Available from Government Printing Office
FS	Federal Specification Available from Department of Defense Single Stock Point Available from Defense Standardization Program Available from General Services Administration Available from National Institute of Building Sciences
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 014216

DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

A. This section supplements the definitions contained in the General Conditions.

B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

A. Approved: When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

B. Directed: A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

C. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

D. Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

E. Furnish: To supply, deliver, unload, and inspect for damage.

F. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.

G. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

H. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.

I. Project Site: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

J. Provide: To furnish and install, complete and ready for intended use.

K. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Furnish, install, and maintain temporary utilities required for construction, and remove on completion of entire project.

B. Provide temperature, ventilation and lighting requirements as specified in each individual Section.

C. Provisions for Water Intrusion Protection to prevent damage to moisture sensitive materials.

D. Provisions for indoor air quality control during construction.

1.02 RELATED REQUIREMENTS

A. Section 015400 – Construction Aids, Temporary Enclosures and Barriers.

B. Section 015800 – Project Identification and Signs.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code.

B. Comply with Federal, State, and Local codes and regulations and with utility company requirements.

1.04 SITE LOGISTICS PLAN

A. General Contractor shall prepare, with input from all sub-contractors and the Construction Manager, a sketch site plan to show temporary facilities, including utility hookups, staging areas, dumpsters, trailers, fencing, site access and parking areas for construction personnel.

B. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work, and will limit site disturbance. Relocate and modify facilities as required by progress of the Work.

C. Submit plan to Construction Manager for approval within fifteen days of Notice to Proceed and prior to beginning Work.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capacity for the required usage, MUST NOT create unsafe conditions and MUST NOT violate requirements of applicable codes and standards.

2.05 TEMPORARY SANITARY FACILITIES

A. Sanitary Facilities: The General Contractor shall provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation and maintenance of fixtures and facilities.

B. General Contractor shall provide for regular service, cleaning, and maintenance of facilities and

enclosures in quantities needed.

2.06 WASTE REMOVAL

A. General Contractor shall provide waste removal facilities and services as required to maintain the site in a clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or reused on the project must be stored on-site, provide suitable non-combustible containers. Locate containers holding flammable material outside the structure unless otherwise approved by authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

2.07 TEMPORARY TELEPHONE SERVICE

A. Each Contractor shall arrange with local telephone service company to provide direct line telephone service and facsimile at the construction site for the use of personnel and employees.

B. General Contractor shall provide, in his field office, a job telephone and facsimile for the convenience of the Work and use by all on-site personnel. He shall be reimbursed by the party making the call for all toll calls made by other than his own forces.

2.09 SITE ACCESS

A. Contractors' access into the site shall be limited, insofar as practical, to entrance road or roads as designated by the Construction Manager. Sitework Contractor shall maintain necessary warning devices or barriers at each entrance. All construction traffic, including employee traffic, trucking, and delivery of materials and equipment, shall be controlled by the Construction Manager and shall enter the site only by routes prescribed by the Construction Manager. Access to the site by other routes will be prohibited.

2.10 WATER INTRUSION PROTECTION AND REMOVAL:

A. The Contractor shall ensure that its operations are performed in a way that minimizes the potential for water intrusion into the facility which may damage stored materials and finishes in the building. The Contractor shall remedy any conditions which are under their control that may have led to water intrusion or leaks in the facility within 24 hours of discovery or notification.

B. Prior to the start of construction, the Contractor shall inspect the facility. In the event that pre-existing moisture problems, leaks, mold, etc. are discovered, the Contractor shall notify the Owner, the Design Professional and/or the Construction Manager.

C. Contractor is responsible for reporting any accumulation of water, wet materials, or mold contaminated materials to the Owner, Design Professional and/or the Construction Manager so that it can be properly addressed by the responsible party. Within 24 hours of notification, the Contractor shall take action to correct the problem, remove wet materials from the facility, and completely clean and dry the impacted area.

D. The following steps shall be implemented to minimize the potential for water intrusion and damage within the facility:

1. Deliveries shall be sequenced to avoid the storage of large amounts of moisture sensitive material at the site for an extended time period.
2. As roof is being installed, roof drains shall be permanently connected to drainage systems or shall be temporarily connected to divert water out of the building.
3. Building materials shall be inspected upon delivery and any mold impacted materials are to be rejected and shall not be allowed on site.

4. Moisture sensitive materials shall be protected from weather elements during delivery and off-loading activities until properly stored.
5. Stored building materials shall be elevated and covered to protect them from weather.
6. Interior partitions and insulation materials shall be inspected for moisture and mold prior to being permanently enclosed.
7. Building penetrations, temporary enclosures, doorways, etc. shall be sealed at the end of the work day to avoid moisture infiltration.
8. Provide sufficient ventilation for drying within a reasonable time frame.

E. Materials that come into contact with water must be dried prior to being installed or covered with additional material. There are several methods used to assist in drying wet materials. Large blowers with directional controls or heaters assist in the drying process. Forced ventilation should be vented directly outside. Avoid combustion type heaters for drying purposes as oxygen levels are decreased, the exhaust requires outside ventilation and moisture is generated as a by-product of incomplete combustion. Ensure impacted area is dry before proceeding with repairs.

F. If mold is encountered onsite, the design professional and the Owner shall be notified in writing of the event. The effected area shall be photographed and or video taped before the start of, during, and after the restoration work of the affected area.

2.11 FIELD OFFICE

A. Coordinate with Construction Manager and Owner for use of space of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly.

2.12 BARRIERS

A. Contractor is responsible to provide suitable barriers to prevent unauthorized entry to construction areas to prevent access to areas that could be hazardous to workers or the public and to protect facilities and adjacent properties from damage. General Contractor shall also be responsible to manage, oversee and enforce temporary barriers.

B. Provide security barriers and facilities to protect the Work from unauthorized entry, vandalism or theft.

C. Materials are at Contractor's option, as appropriate to serve the required purpose.

PART 3 - EXECUTION

3.01 GENERAL

A. Comply with applicable requirements specified in Division 16 - Electrical.

B. Maintain and operate systems to assure continuous service.

C. Modify and extend systems as work progress requires.

3.02 INDOOR AIR QUALITY CONTROL CONSTRUCTION PROCEDURES

A. Prevent the absorption of moisture and humidity by adsorptive materials.

B. Begin construction ventilation when building is substantially enclosed.

C. If extremely dusty or dirty work must be conducted inside the building, block of the effected

portions of the HVAC systems for the duration; remove dust and dirt completely before restarting systems.

D.. Do not store construction materials or waste in mechanical or electrical rooms.

E.. Prior to use of completion of the clean up and remove dust and debris generated by construction activities. The contractor shall perform this task as follows:

1. Inspect duct intakes, return air grilles, and terminal units for dust.
2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
3. Clean tops of doors and frames.
4 Clean return plenums of air handling units.
5. Remove and replace intake filters last, after cleaning is complete.

3.03 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

B. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

b. Provide signage as required by environmental and jurisdictional authorities in particular in compliance with conformance with the requirements of Section 011500 - Disturbance of Lead-Containing Surface Coatings

3. Maintain and touchup signs so they are legible at all times.

C. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

D. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. This applies to any egress requirements necessary to providing the phases specified.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by owner and facility visitors from fumes, toxic exposure and noise. Temporary partitions are to be provided around any phased areas of work.

1. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

   a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.

2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
3. Insulate partitions to control noise transmission to occupied areas.
4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
5. Protect air-handling equipment.
6. Provide walk-off mats at each entrance through temporary partition.

3.04 REMOVAL

A. Completely remove temporary materials and equipment when their use is no longer required,

B. Clean and repair damage caused by temporary installations or use of temporary facilities.

C. Restore permanent facilities used for temporary services to specified condition.

1. Prior to Final Inspection, remove temporary lamps and install new lamps

END OF SECTION

SECTION 015813

TEMPORARY PROJECT SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project identification sign.

1. General Contractor shall furnish, install and maintain a project identification sign at each project site.

B. Project informational signs.

1. General Contractor, shall provide temporary on-site informational signs as needed:

a. As required by local code, laws and regulatory agencies.
b. To identify key elements of the construction facilities.
c. To direct traffic.

C. Allow no other signs to be displayed.

1.03 QUALITY ASSURANCE

A. Design sign and structure to withstand 90 miles/hr wind velocity.

B. Sign Painter: Experienced as a professional sign painter for minimum three years.

C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing: New, wood, structurally adequate.

B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch thick, standard large sizes to minimize joints.

C. Rough Hardware: Galvanized.

D. Paint and Primers: Exterior quality, two coats; sign background of white color.

E. Lettering: Exterior quality paint, or vinyl cut letters multiple contrasting colors.

2.02 PROJECT IDENTIFICATION SIGN

A. One painted sign at each project location (total of five), 20 sq ft area.

B. Content:

1. Project number, title, logo and name of Owner as indicated on Contract Documents.

2. Names, titles and logos of Architect and Consultants, and Construction Manager.
3. Name of Prime Contractor.
4. List of funding source or sources.
5. Other requirements necessitated by funding sources DCED, RACP and others identified by the City of Reading.

C. Lettering: Standard Alphabet Series C, as specified in FHWA Standard Highway Signs (SHS).

D. Artwork: Owner's artwork samples of city logo and city image will be made available for reference.

2.03 PROJECT INFORMATIONAL SIGNS

A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot distance.

B. Provide at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.

C. Provide municipal traffic agency directional traffic signs to and within site.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install project identification sign within 30 days after date fixed by Notice to Proceed.

B. Erect at designated location.

C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.

D. Install sign surface plumb and level, with butt joints. Anchor securely.

E. Paint exposed surfaces of sign, supports, and framing.

F. Signs to be in conformance with local jurisdictions including the HARB.

G. Do not damage surfaces with installation.

3.02 MAINTENANCE

A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL

A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. VOC content restrictions.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Procedures for Owner-supplied products.

F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Section 013300 – Submittal Procedures: Submittal procedures for drawings, descriptive literature, samples and certificates.

B. Section 012500 - Substitution Procedures: Procedural requirements for requests for substitutions.

D. Section 014000 - Quality Requirements: Product quality monitoring.

E. Section 014200 - Definitions.

F. Section 014216 - References: Provision and identification of publication sources for referenced standards.

G. Section 017823 - Operation and Maintenance Data: Demonstration and submission of instructions.

1.03 REFERENCE STANDARDS

A. 16 CFR 260 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; current edition.

1.04 SUBMITTALS

A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1. Submit within 15 days after date of Agreement.
2. For products specified only by reference standards, list applicable reference standards.

B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

1. VOC Content Restrictions: For each VOC-restricted product used in the project, submit product data showing compliance, except when another type of evidence of compliance is required.

C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

E. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

F. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.05 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.06 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.07 MANUFACTURER'S INSTRUCTIONS

A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.

B. Perform work in accordance with manufacturer's instructions and specified requirements.

C. Should a conflict exist between Specifications and instructions, consult with Architect/Engineer and Construction Manager.

1.08 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.

PART 2 PRODUCTS

2.01 PRODUCTS - GENERAL

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, 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.

B. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

C. Where products are accompanied by the term "as selected," Architect will make selection.

D. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Do not use products having any of the following characteristics:

1. Made using or containing CFC's or HCFC's.

C. Where all other criteria are met, Contractor shall give preference to products that:

1. Are extracted, harvested, and/or manufactured closer to the location of the project.
2. Have recycled content.
3. Are not made using CFC's or HCFC's.
4. Use sustainably harvested woods.
5. Have longer documented life span under normal use.
6. Result in less construction waste.

2.03 VOC CONTENT RESTRICTIONS

A. General: All products of each category that are installed inside of the weather barrier shall comply with VOC content restrictions.

B. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168.

C. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.

D. Paints and Coatings:

1. Provide coatings that comply with the following VOC limitations:

a. Opaque, Flat: 50 g/L, maximum.
b. Opaque, Nonflat: 150 g/L, maximum.
c. Opaque, High Gloss: 250 g/L, maximum.
d. Varnishes: 350 g/L, maximum.

E. Carpet and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.

F. Composite Wood and Agrifiber Products and Adhesives Used for Laminating Them: Provide products having no added urea-formaldehyde resins.

G. Other Product Categories: Comply with limitations specified elsewhere.

2.04 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

D. Basis-of-Design Product: A specific manufacturer's product is named 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 additional manufacturers. Submit information for approval of equivalent products by different manufacturer's.

2.05 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require 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. Samples, if requested.

2.06 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 OWNER-SUPPLIED PRODUCTS

A. See Section 011000 - Summary for identification of Owner-supplied products.

B. Owner's Responsibilities:

1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
2. Arrange and pay for product delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

C. Contractor's Responsibilities:

1. Review Owner reviewed shop drawings, product data, and samples.
2. Receive, unload and unpack products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

3.02 TRANSPORTATION AND HANDLING

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

B. Transport and handle products in accordance with manufacturer's instructions.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.
9. Maintenance.
10. Waste Management.

B. Related Sections:

1. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
2. Division 01 Section "Project Management and Coordination."
3. Division 01 Section "Cleaning" for progress and final cleaning requirements.
4. Division 01 Section "Temporary Facilities and Controls" for indoor air quality requirements.
5. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.02 INFORMATIONAL SUBMITTALS

A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

B. Certified Surveys: Submit two copies signed by land surveyor.

C. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.03 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: Do not cut structural elements.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or

decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.04 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

F. Erosion and Sediment Control: Site contractor shall plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation. Refer to Civil sections for temporary erosion and sediment control.

G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
   1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 7AM to 6PM or as regulated by the authorities having jurisdiction.

H. Pest Control: General Contractor shall provide methods, means, and facilities to prevent pests and insects from damaging the work.

I. Rodent Control: General Contractor shall provide methods, means, and facilities to prevent rodents from accessing or invading premises.

J. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

K. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows or outdoor air intakes.

1.05 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

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 caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.03 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

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. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

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.

3.04 CUTTING AND PATCHING

A. Cutting and Patching, General: See Division 01 Section "Summary" for responsibility for cutting and patching. Limit cutting and patching as much as practical for new construction. When cutting and patching becomes necessary, employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without

delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and 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.

E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.05 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Protect installed work from damage by construction operations.

D. Provide special protection where specified in individual specification sections.

E. Provide temporary and removable protection for installed products. Control activity in immediate

work area to prevent damage.

F. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

G. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

H. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

I. Prohibit traffic from landscaped areas.

J. Remove protective coverings when no longer needed; reuse or recycle plastic coverings.

3.06 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

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.

3.07 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

3.08 WASTE MANAGEMENT

A. Employ processes that limit the generation of waste as much as possible.

B. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

C. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

D. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill acceptable to authorities

having jurisdiction.

E. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

F. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

G. Burning: Do not burn waste materials.

END OF SECTION 017300

SECTION 017310

SAFETY

PART 1 – GENERAL

1.01 SUMMARY

A. It is recognized that the safety of all personnel is the responsibility of all Contractors involved directly in the construction of this Project. It is the contractual obligation of each Contractor to adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. Each Contractor shall assure the safety of his personnel, by providing all protection and safety devices, covers, etc. as they relate to the safe conduct of his work in accordance with all Local, State, and Federal regulations and assure his plant and equipment meet all applicable safety regulations. Each Contractor is responsible for any safety requirements that are contractually those of any Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 ACCIDENTS

A. The Contractor shall notify the Construction Manager of any personal injury that could require medical treatment and/or fatality within 8 hours of the accident of any Contractor's or his Subcontractor's employees at the project site. Also, any damage to property arising in connection with the Contractor's performance should be told to the Construction Manager as promptly as possible after the occurrence of such injury or damage, but at the maximum, 24 hours. Within forty-eight (48) hours of such occurrence, the Contractor shall furnish to the Construction Manager a complete written report of such injury or damage. Accident Reports shall include specific actions taken by the Contractor to preclude recurrence of similar incidents.

3.02 EMERGENCY DATA

A. Each Contractor shall provide the Construction Manager with (2) copies of the following emergency data prior to beginning work at the project site:

1. Emergency care facility to be utilized, address, and telephone number.
2. Insurance Company and local agent/name, address and telephone number.
3. Detailed description of overall corporation or company safety program.
4. Employees qualified in any type of first aid, list employee and associated skill.
5. Detailed description of specifically tailored jobsite safety program.
6. Identify corporate and jobsite safety officer.
7. Submit weekly TOOL BOX SAFETY TALK program/meeting minutes including:
    a. Day of week.
    b. Time of day
    c. Location
    d. Attendance record
    e. Agenda
    f. Unsafe items previously discussed, date of correction
    g. Identify on-site personnel with FIRST AID training
8. All applicable MSDS Program Sheets (Include numbered pages and table of contents).
9. Submit completed hazardous substance survey form.
10. Review project "Emergency Response Plan" with Construction Manager

3.03 HOUSEKEEPING

A. Indiscriminate accumulations of debris, waste, or scrap in work areas will not be permitted. (Areas shall be designated for storage or disposal.) All materials, tools, and equipment must be stored in an orderly manner in designated areas.

3.04 EMPLOYEE RULES

A. The Construction Manager may recommend General Safety Topics to enable Contractor's Supervising Personnel to train employees if a Contractor requests such assistance.

3.05 PERSONAL PROTECTION EQUIPMENT

A. Contractors must furnish their employees with the proper type of personal protective equipment, as required by the operations being performed and in accordance with all applicable OSHA regulations.

3.06 SAFETY MEETINGS

A. The Contractor is required to conduct and all employees are required to attend a "Tool Box" type safety meeting once a week. These meetings may either be presided over by Contractor's foreman or another competent representative designated by the Contractor.

B. The Contractor will be responsible to submit weekly tool box safety meeting minutes to the Construction Manager while the Contractor has employees onsite.

3.07 FIRE PROTECTION

A. A fire protection plan in accordance with NFPA and the local authorities having jurisdiction shall be drawn up, executed and administered by the General Contractor. Additionally, where necessary, each Contractor must supply approved type fire extinguisher for emergency use within his own immediate area of operation, including the Contractor's office, tool, and storage enclosures.

3.08 TREATMENT OF INJURIES

A. The Contractor shall require that all employees injured (no matter how slight) while working on this project, report immediately for First Aid Treatment. The Contractor shall maintain adequate First Aid Facilities in the field.

END OF SECTION 017310

SECTION 017400

CLEANING

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Execute cleaning and disposal of waste materials, debris, and rubbish during construction.

B. Final cleaning of project, including exterior.

1.02 RELATED REQUIREMENTS

A. General Conditions of the Contract: Cleaning Up.

B. Division 01 Section "Closeout Procedures."

C. Division 01 Section "Temporary Facilities and Controls."

D. Division 01 Section "Execution."

E. Individual Specifications Sections: Specific cleaning for product or work.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

1.04 DESCRIPTION

A. Maintain areas under Contractor's control free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Covered containers for deposit of debris and rubbish will be provided under the General Contract, including periodic disposal of accumulations of extraneous materials.

C. Weekly clean interior areas to provide suitable conditions for finish work.

D. Execute final cleaning prior to inspection for Substantial Completion of the Work.

E. General Contractor will provide and maintain two (2) trash chutes minimum for use by all contractors.

1. Location will be determined by Construction Manager.

F. Each on-site Contractor will provide personnel for one (1) full day, as directed by the Construction Manager, per week to participate in a general trash clean-up of the project. Personnel as follows: one (1) person when the Contractor's average number of on-site workers for the preceding week (including Subcontractors' workers) was 1 to 10; two (2) persons when the contractor's average workforce the preceding week was 11 to 20; etc. Failure to provide the requested manpower within 24 hours will result in backcharge from the Owner for that day's cleanup of **$400 per day** required per man.

G. However, this does not preclude each Contractor from cleaning up their particular debris on a daily basis. If the Contractor fails to perform daily cleanup, the Owner may do so and charge applicable costs to the Contractor. Failure to provide the requested manpower within twenty-four (24) hours will result in a backcharge for cleanup.

PART 2 – PRODUCTS

2.01 CLEANING MATERIALS

A. USE ONLY those materials which will not create hazards to health or property, and which will

not damage finishes and surfaces.

B. USE ONLY materials and methods recommended by manufacturer of material being cleaned.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning, or as often as needed, to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Dispose of waste materials, cartons, crating, debris, and rubbish at designated waste receptor provided under the General Contract (i.e. dumpster, truck, etc.), and which shall be disposed of at legal disposal area away from the site by the General Contractor.

C. To maintain a clean and orderly site, contractor personnel will not be allowed to eat meals within the confines of the building.

3.02 DUST CONTROL

A. General Contractor shall broom clean interior spaces PRIOR TO THE start of finish painting and continue cleaning on an as-needed basis until painting is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 DISPOSAL

A. Unless stated otherwise in Bid Package Descriptions, General Contractor will remove collected waste materials, debris, and rubbish from site weekly and dispose of off-site.

3.04 FINAL CLEANING

A. General Contractor shall:

1. Employ skilled workers for final cleaning.
2. Remove temporary protection and labels not required to remain.
3. Clean surfaces free of grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.
4. Clean transparent glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
5. Vacuum clean carpeted and similar soft surfaces as specified.
6. Clean, wax and polish resilient and hard-surfaced floor as recommended by manufacturer.
7. Clean surfaces of equipment; remove excess lubrication.
8. Clean plumbing fixtures, lab equipment and fixtures, and similar equipment to a sanitary condition.
9. Clean light fixtures, lamps, and lenses.
10. Remove waste, foreign matter, and debris from roofs, gutters, area ways, and drainage systems.
11. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep. Rake clean other exterior surfaces.
12. A final cleaning of all interior and exterior surfaces shall be performed by the General Contractor no earlier than one (1) week prior to Owner Occupancy of each phase of the Project.

END OF SECTION 01710

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Administrative provisions for Substantial Completion and for Final Closeout and Acceptance.

B. Closeout Requirements

1.02 RELATED REQUIREMENTS

A. General Conditions

B. Section 017400 – Cleaning

C. Section 017839 – Project Record Documents

D. Section 017823 – Operation and Maintenance Data

E. Section 017819 – Warranties and Bonds

1.03 SUBSTANTIAL COMPLETION

A. When Contractor considers his Work is substantially complete, he shall submit to Construction Manager:

1. A written notice that the Work, or designated portion thereof, is substantially complete;
2. A preliminary punchlist of items to be completed or corrected; this list should be generated by each Contractor and submitted to the Construction Manager's field superintendent or it may be developed by the Contractor during a joint walkthrough of the Work with the Construction Manager's field superintendent.
3. If the Contractor fails to issue written notice that the Work, or designated portion thereof, is substantially completed or fails to issue a Preliminary Punchlist within two (2) calendar days prior to the scheduled date for Substantial Completion, then the Construction Manager may prepare a Preliminary Punchlist on behalf of the Contractor **at a cost of $1,000 for failing to submit a punchlist** or written notice that Work is substantially complete.

B. Should Architect/Engineer/Owner or Construction Manager determine that the Work is not substantially complete, the Construction Manager will promptly notify Contractor, in writing, by listing observed deficiencies.

C. Contractor shall remedy deficiencies and send a second written notice of Substantial completion to the Construction Manager along with an updated punchlist of the Work.

D. When Architect/Engineer/Owner and Construction Manager find Work is substantially complete, a Certificate of Substantial Completion shall be prepared in accordance with provisions of General conditions.

E. When the Architect/Engineer/Owner and Construction Manager find the Work, or designated portion thereof, is substantially completed, they will utilize the Preliminary Punchlist as a tool to generate the substantial Completion Punchlist.

F. **The Construction Manager may assign value to the incomplete Punchlist Work and 150% of this value will be withheld from Contractor's payment applications unit Work is completed.** The minimum value of $400 shall be applied to any single line item on the punchlist. In the absence of a line item value for each deficiency, the Architect/Engineer/Owner and Construction Manager may assign an overall value or percentage to be withheld from the

Contractors payment application until the Work is completed.

G. The Contractors shall complete their Punchlist Work in the timeframes noted in the Contract documents but no later than 60 calendar days from the date of the Substantial Completion Punchlist. Should the Contractor fail to complete the Punchlist Work in the required timeframes, the Contractor shall be responsible for all costs incurred by the Owner for the extended services of its consultants. In addition, the Owner may implement other remedies available per the Contract Documents.

1.04 FINAL INSPECTION

A. When the Contractor considers the Work is complete, he shall submit to the Construction Manager written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion or the Project punchlists have been corrected.
4. Equipment and systems have been tested, adjusted, and balanced and are fully operational.
5. Operation of systems has been demonstrated to Owner's personnel.
6. Work is complete and ready for final inspection.
7. Spare parts and attic stock are turned over to Owner.

B. Should the Contractor fail to provide written certification outlining the above within two (2) calendar days of the scheduled date for Final completion per the Contract Documents, or within no more than 60 calendar days of issuance of the Substantial Completion Punchlist, the Construction Manager, Architect and Owner may opt to perform Work to verify the items noted above are completed and the Contractor will be responsible for any and all costs associated with such verification.

C. Should Architect/Engineer/Owner and Construction Manager's inspection find Work incomplete, the Construction Manager will promptly notify Contractor, in writing, listing observed deficiencies. The costs for the reinspection effort and subsequent efforts to verify the Contractor's Work and deficiencies are corrected shall be borne by the Contractor.

D. Contractor shall remedy deficiencies and send a second written Certification of Final Completion to Construction Manager.

E. When Architect/Engineer and Construction Manager find Work and punchlist items complete, and all closeout documentation submitted and approved, they will consider the Work as being Final Complete. The closeout documentation includes the items noted in Paragraph 1.07.

1.05 REINSPECTION FEES

A. Should status of completion of Work require reinspection by the Architect/Engineer/Construction Manager due to failure of the Work to comply with Contractor's claims on initial inspection, the Owner will deduct the amount of Architect/Engineer/Construction Manager's compensation for reinspection services from the final payment to Contractor.

1.06 ADDITIONAL SERVICES

A. the administration of the Contract due to failure of the Contractor to achieve the scheduling commitments outlined in the Contract Documents:

1. Owner will compensate the Architect/Engineer and Construction Manager for such additional services in accordance with their respective Contract Agreements;
2. Owner will deduct the amount of such compensation from the final payment to the

Contractor responsible for such delay.

1.07 CLOSEOUT SUBMITTALS

A. Submit the following documents to Construction Manager:

1. Certificate of Occupancy;
2. Certificates of Inspection required for equipment, mechanical, and electrical systems of each respective Section throughout the Project Manual.

B. Project Record Documents: In accordance with Section 017839.

C. Operating and Maintenance Data, Instructions to Owner's Personnel: In accordance with requirements of Section 017823. Submit copies of signed Verification Statements for Owner Training or written documentation verifying Owner's staff in attendance at the required training sessions, etc.

D. Warranties and Bonds: In accordance with Section 017819.

E. Not used.

F. Spare Parts and Maintenance Materials: In accordance with each respective Specification Section.

G. Evidence of Payment and Release of Liens: In accordance with General Conditions.

H. Consent of Surety to Final Payment.

I. Certificate of Insurance for Products and Completed Operations: In accordance with amended General and Supplementary Conditions.

J. All change Orders finalized.

K. Copy of Contractor's letter to their insurance carrier advising carrier to maintain coverage throughout the warranty period.

L. Contractor letter verifying completion of all Work and Punchlist Items.

1.08 STATEMENT OF ADJUSTMENT OF ACCOUNTS

A. Submit to Construction Manager a final statement reflecting adjustments to Contract Sum indicating:

1. Original Contract Sum
2. Previous Change Orders
3. Changes Under Allowances
4. Changes Under Unit Prices
5. Deductions for Uncorrected Work
6. Penalties and Bonuses
7. Deductions for Liquidated Damages
8. Deductions for Reinspection Payments
9. Other Adjustments or Charges
10. Total Contract Sum as Adjusted
11. Previous Payments
12. Sum Remaining Due

B. Construction Manager, with the approval of the Owner, will issue a Final Change Order, reflecting approved adjustments to the Contract Sum not previously made by change orders.

1.09 FINAL APPLICATION FOR PAYMENT

A. Submit Application for Final Payment in accordance with provisions of the General Conditions of the contract.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.01 CLOSEOUT GOAL AND DEFINITION

A. Have Projects closed out within sixty (60) calendar days of Substantial Completion of the Project or major portion thereof. Closed out means that all warranties, Operation and Maintenance Manuals, record Documents, Balancing Reports, Commission Reports, Owner Instructions/Reports, Spare part/Attic Stock have been submitted, and Change Order paperwork has been completed. All Contract work, Change Order Work, and Punchlist Work must be completed and the Final Payment Application must be submitted for Payment.

3.02 PROJECT CLOSEOUT GENERAL REQUIREMENTS

A. Three (3) months prior to the Project's Substantial Completion Date, or when the Project is approximately 75% complete based on time, the Contractor should request a meeting with the Construction Manager to review and confirm the Contract closeout requirements. Minutes of the meeting should be generated by the Construction Manager. The Construction Manager may also issue letters to each Contractor advising them that Project Closeout and Final Completion must be achieved within no more than sixty (60) calendar days from the Project's Substantial Completion date (earlier if required elsewhere in the Contract Documents).

1. A Closeout Log listing all warranties, spare parts, Owner instructions, Owner training requirements, record documents, etc. required in the Specifications should be generated by the Construction Manager and shared the Contractor, Architect, and Owner.

3.03 FIRST NOTIFICATION ON PUNCHLIST AND CLOSEOUT COMPLETION

A. Once the official Substantial Completion Punchlist for the Project is issued to the Contractor for the entire Project or major portion thereof, the Contractor shall consider the issuance of this Punchlist as their first notification that all Project Closeout and Final Completion Documentation must be completed within sixty (60) calendar days (or earlier if required elsewhere in the Contract Documents) of the date of the Project (or major portion thereof) Substantial Completion Date or the date of the official punchlist. Failure to achieve Final Completion within that timeframe may result in the Owner supplementing the Contractor's Work and assessing any and all costs for such action against the Contractor. In Addition, the Owner will assess the Contractor for all costs for extended services for the Owner's consultants as a result of the Contractor's failure to complete their punchlist and closeout Work within the required timeframes.

1. The Construction Manager should issue the first formal letter to the Contractor with the official punchlist citing the requirements and expectations to complete all punchlist and closeout items in accordance with the Contract Documents and include the associated consequences of failing to meet the requirements.

3.04 CLOSEOUT AND CONSTRUCTION CONFERENCES

A. After Substantial Completion, the Construction Manager and the Contractors shall continue to conduct closeout meetings weekly or bi-weekly during the closeout period which is to be no more than sixty (60) calendar days from the date of Substantial Completion of the Project. These meetings shall include review of all closeout issues, punchlists, training, spare parts, warranties, Operation and Maintenance manuals, record drawings, change orders, and final invoicing. Minutes will be generated and distributed by the Construction Manager.

3.05 SECOND NOTIFICATION ON PUNCHLIST AND CLOSEOUT COMPLETION

A. Twenty (20) days after the issuance of the official punchlist for the Project or major portion thereof, the Contractor shall consider the twenty (20) calendar day time lapse as a second notification that all punchlist and closeout items must be completed within no more than sixty (60) calendar days (or earlier if required elsewhere in the Contract Documents) of the date of Substantial completion or the date of the official punchlist. Failure to achieve Final Completion within that timeframe may result in the Owner supplementing the Contractor's Work and assessing any and all costs for such action against the Contractor. In addition, the Owner will assess the contractor for all costs for extended services for the Owner's consultants as a result of the Contractor's failure to complete their punchlist and closeout Work within the required timeframes.

1. The Construction Manager should issue a second formal letter to the Contractor citing the requirements and expectations to complete all punchlist and closeout items in accordance with the Contract Documents and include the associated consequences of failing to meet the requirements.

3.06 THIRD NOTIFICATION ON PUNCHLIST AND CLOSEOUT COMPLETION

A. Ten (10) days prior to the required Final completion Date of the Project or major portion thereof, the Contractor shall consider this time period as its third notification that all punchlist and closeout items must be completed with no more than sixty (60) calendar days (or earlier if required elsewhere in the contract Documents) of the date of Substantial Completion or the date of the official punchlist. Failure to achieve Final Completion within that timeframe may result in the Owner supplementing the Contractor's Work and assessing any and all costs for such action against the Contractor. In addition, the Owner will assess the Contractor for all costs for extended service for the Owner's consultants as a result of the Contractor's failure to complete their punchlist and closeout Work within the required timeframes.

1. The Construction Manager should issue a third formal letter to the Contractor citing the requirements and expectations to complete all punchlist and closeout items in accordance with the Contract Documents and include the associated consequence of failing to meet the requirements.

3.07 MITIGATING COSTS

A. Immediately after the required Final Completion Date of the Project or major portion thereof, should the Contractor have failed to satisfy the requirements to complete all punchlist and closeout items within the timeframes outlined in the Contract Documents, the Contractor is advised that Liquidated Damages and costs from the Owner against the Contractor are being accrued as of the required Final Completion date and the Contractor is strongly encourage to expedite the completion of any outstanding items to mitigate their exposure. The Owner will continue any actions it may have taken to complete contractor's Work until such time as all outstanding items are completed. It is in the best interest of the Contractor to help complete their own Work to mitigate costs.

1. The Construction Manager should issue a follow-up letter to the Contractor, along with a list of the remaining outstanding items, and advise the Contractor of charges being accrued against them for liquidated damages, Constultants' extended services expenses, and any supplementation costs that may have been implemented by the Owner. Contractor shall take action to expedite completion of outstanding items to mitigate the charges being accrued against them.

3.08 GENERAL WORKFLOW FOR CLOSEOUT

A. Conduct General Closeout Requirement Meeting approximately three (3) months prior to

Substantial Completion; include closeout requirement checklist/log.

B. Preliminary Punchlist is prepared for with Substantial Completion Inspection request within two (2) Calendar days of the required date for Substantial Completion.

C. Substantial Completion and Punchlist is issued to Contractors. This is the First Notice that Contractors have no more than sixty (60) calendar days to complete all Closeout and Punchlist item requirements.

D. Closeout Meetings: Continue weekly or biweekly team meeting for up sixty (60) calendar days from the date of Substantial Completion's Official Punchlist.

E. Closeout and Punchlists Completed: Second Notice to Contractors twenty (20) calendar days after the date of the Substantial Completion Official Punchlist. Contractors should be working to get all items completed.

F. Closeout and Punchlist Completed: Third Notice to Contractors within 10 days of the required Final completion Date of the Project or major portion thereof. Contractors should be working to get all items completed.

G. Final completion: Closeout and Punchlist items must be completed within sixty (60) calendar days (or earlier if required in the Contract Documents). Failure to complete will result in charges against the Contractor. Contractors should not put themselves in this position and should have completed their work in the required timeframes.

END OF SECTION 017700

SECTION 017819

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Preparation and submittal of warranties and bonds.

B. Schedule of submittals.

1.02 RELATED REQUIREMENTS

A. Instruction to Bidders: Bid Bonds

B. General Conditions of the Contract: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.

C. Section 017700, Closeout Procedures.

D. Section 017823, Operation and Maintenance Data

E. Individual Specification Sections: Warranties and bonds required for specific Products or Work.

1.03 FORM OF SUBMITTALS

A. Bind in commercial quality 8-1/2" x 11" three-ring side binders, with hardback, cleanable, plastic covers.

B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS", with title of Project; name, address and telephone number of Contractor; and name of responsible principal.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.

D. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.04 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

1.05 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.

B. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.

1.06 SUBMITTALS REQUIRED

A. Submit Warranties, Bonds, Service and Maintenance Contracts as specified in the respective Sections of the Specifications, "As Appropriate to This Project".

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Sections:

1. Section 013300 – Submittal Procedures: For general submittal information.
2. Section 017700 – Closeout Procedures.
3. Section 017823 - Operation and Maintenance Data: For operation and maintenance manual requirements.
4. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.02 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:

a. Submit two paper copy sets of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit two paper copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two paper copies of each submittal.

D. Electronic Copy: Submit one PDF electronic copy on CD. Include all record drawings, specifications and product data.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies 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 provide information for preparation of corresponding 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. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
3. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information on prints. At completion of project, the contractor shall transfer all marks to sepia to be provided. The sepia shall show all pertinent changes and shall be marked "As Built", dated and signed by contractor. Submit "As Built" documents to Architect and Construction Manager for their review and approval.
4. Legibly mark each item to record actual construction, including:

    a. Measured depths of elements of foundation in relation to finish first floor datum.
    b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    c. Measured location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the construction.
    d. Field changes of dimension and detail.
    e. Changes made by Modifications
    f. Details not on original Contract Drawings.
    g. References to related Shop Drawings and Modifications.

5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Construction Manager.
    e. Name of Contractor.

2.02 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. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

2.03 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy.

2.04 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Maintain manufacturer's certifications, inspection certifications, field test records, and other similar items required by individual Specification sections.

C. Format: Submit miscellaneous record submittals as paper copy.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 017839

SECTION 040120 - MAINTENANCE OF UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes maintenance of unit masonry consisting of brick masonry restoration and cleaning as follows:

1. Repairing unit masonry, including replacing units.
2. Repointing joints.
3. Cleaning exposed unit masonry surfaces.

1.2 UNIT PRICES

A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For each exposed product and for each color and texture specified.

1.4 QUALITY ASSURANCE

A. Restoration Specialist Qualifications: Engage an experienced masonry restoration firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.

B. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.

1. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 4 adjacent brick units or approximately. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:

2. Repointing: Rake out joints in 2 separate areas, each approximately 12 inches high by 32 wide for each type of repointing required and repoint one of the areas.

C. Pre-installation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

A. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.

1. Provide units with physical properties, colors, color variation within units, surface texture, size, and shape to match existing brickwork.

a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.

B. Building Brick: Provide building brick complying with ASTM C 62, Grade SW where in contact with earth, Grade SW, MW, or NW for concealed backup; and of same vertical dimension as face brick, for masonry work concealed from view.

2.2 MORTAR MATERIALS

A. Portland Cement: ASTM C 150, Type I or Type II, white where required for color matching of exposed mortar.

1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Mortar Sand: ASTM C 144 unless otherwise indicated.

1. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
2. For pointing mortar, provide sand with rounded edges.
3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.

E. Water: Potable.

2.3 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp,

unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mortar Proportions: Mix mortar materials in the following proportions:

1. Pointing Mortar for Brick: To match properties of historic mortr and as approved by the architect to match color texture and appearance of the building's existing mortar

a. Add mortar pigments to produce matching mortar colors if required.

2. Rebuilding (Setting) Mortar: Same as pointing mortar except mortar pigments are not required.

2.4 CHEMICAL CLEANING SOLUTIONS

A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.

B. Acidic Cleaner Solution for Brick: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.

B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Keep wall wet below area being cleaned to prevent streaking from runoff.

3.2 BRICK REMOVAL AND REPLACEMENT

A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.

B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.

D. Remove in an undamaged condition as many whole bricks as possible.

1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.

E. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.

F. Replace removed damaged brick with other removed brick in good quality, where possible, or with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.

G. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.

1. Maintain joint width for replacement units to match existing joints.
2. Use setting buttons or shims to set units accurately spaced with uniform joints.

H. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place

3.3 CLEANING MASONRY, GENERAL

A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.

B. Use only those cleaning methods which will not damage the masonry.

C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.

D. Water-Spray Application Method: Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.

3.4 CLEANING MASONRY

A. Detergent Cleaning:

1. Wet masonry with cold water applied by low-pressure spray.
2. Scrub masonry with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that masonry surface remains wet.
3. Rinse with cold water applied by low-pressure spray to remove detergent solution and soil.
4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
5.

3.5 REPOINTING MASONRY

A. Rake out and repoint joints to the following extent:

1. All joints in areas indicated.
2. Joints where mortar is missing or where they contain holes.
3. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.
4. Cracked joints where cracks are 1/8 inch or more in width and of any depth.
5. Joints where they sound hollow when tapped by metal object.
6. Joints where they are worn back 1/4 inch or more from surface.
7. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
8. Joints where they have been filled with substances other than mortar.
9. Joints indicated as sealant-filled joints.

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows, according to procedures demonstrated in approved mockup:

1. Remove mortar from joints to depth of 2 times joint width, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar.
2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.

    a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders.
    b. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet.

D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.

E. Pointing with Mortar:

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.

    a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.

6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.6 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.

1. Do not use metal scrapers or brushes.
2. Do not use acidic or alkaline cleaners.

END OF SECTION 040120

SECTION 047200

CAST STONE MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Architectural cast stone.

B. Units required are:

1. Exterior wall capstones.

1.02 RELATED REQUIREMENTS

A. Section 042000 - Unit Masonry: Installation of cast stone in conjunction with masonry.

B. Section 079005 - Joint Sealers: Materials and execution methods for sealing soft joints in cast stone work.

1.03 REFERENCE STANDARDS

A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2008.

B. ASTM A 185/A 185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2007.

C. ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2007.

D. ASTM C 33 - Standard Specification for Concrete Aggregates; 2007.

E. ASTM C 150 - Standard Specification for Portland Cement; 2007.

F. ASTM C 270 - Standard Specification for Mortar for Unit Masonry; 2007a.

G. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2008a.

H. ASTM C 979 - Standard Specification for Pigments for Integrally Colored Concrete; 2005.

I. ASTM C 1364 - Standard Specification for Architectural Cast Stone; 2007.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Manufacturer's Qualification Data: Documentation showing compliance with specified requirements.

C. Product Data: Test results of cast stone components made previously by the manufacturer.
1. Include one copy of ASTM C 1364 for Architect 's use.

D. Shop Drawings: Include elevations, dimensions, layouts, profiles, cross sections, reinforcement, exposed faces, arrangement of joints, anchoring methods, anchors, and piece numbers.

E. Mortar Color Selection Samples.

F. Verification Samples: Pieces of actual cast stone components not less than 12 inches square, illustrating range of color and texture to be anticipated in components furnished for the project.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: A current producer member of the Cast Stone Institute with a minimum of 5 years of experience in producing cast stone of the types required for project.

B. Standards: Comply with the requirements of the Cast Stone Institute Technical Manual.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver cast stone components secured to shipping pallets and protected from damage and discoloration. Protect corners from damage.

B. Number each piece individually to match shop drawings and schedule.

C. Store cast stone components and installation materials in accordance with manufacturer's instructions.

D. Store cast stone components on pallets with nonstaining, waterproof covers. Ventilate under covers to prevent condensation. Prevent contact with dirt.

E. Protect cast stone components during handling and installation to prevent chipping, cracking, or other damage.

F. Store mortar materials where contamination can be avoided.

G. Schedule and coordinate production and delivery of cast stone components with unit masonry work to optimize on-site inventory and to avoid delaying the work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Architectural Cast Stone:

1. Any current producer member of the Cast Stone Institute.

2.02 ARCHITECTURAL CAST STONE

A. Cast Stone: Architectural concrete product manufactured to simulate appearance of natural stone, complying with ASTM C 1364.

1. Compressive Strength: As specified in ASTM C 1364; calculate strength of pieces to be field cut at 80 percent of uncut piece.
2. Freeze-Thaw Resistance: Demonstrated by laboratory testing in accordance with ASTM C 1364.
3. Surface Texture: Texture to match the appearance of the existing terra cotta units, with no bugholes, air voids, or other surface blemishes visible from distance of 20 feet.
4. Color Basis-of-Design: Match the appearance of the existing terra-cotta units.
5. Remove cement film from exposed surfaces before packaging for shipment.

B. Shapes: Provide shapes indicated on drawings.

1. Variation from Any Dimension, Including Bow, Camber, and Twist: Maximum of plus/minus 1/8 inch or length divided by 360, whichever is greater, but not more than 1/4 inch.
2. Unless otherwise indicated on drawings, provide:

a. Wash or slope of 1:12 on exterior horizontal surfaces. Wrap and/or return (hip) slope at ends of runs.
b. Drips on projecting components, wherever possible.
c. Raised fillets at back of sills and at ends to be built in.

C. Reinforcement: Provide reinforcement as required to withstand handling and structural stresses; comply with ACI 318.

1. Pieces More than 12 inches Wide: Provide full length two-way reinforcement of cross-sectional area not less than 0.25 percent of unit cross-sectional area.

2.03 MATERIALS

A. Portland Cement: ASTM C 150.

1. For Units: Type I, white or gray as required to match Architect 's sample.
2. For Mortar: Type I or II, except Type III may be used in cold weather.

B. Coarse Aggregate: ASTM C 33, except for gradation; granite, quartz, or limestone.

C. Fine Aggregate: ASTM C 33, except for gradation; natural or manufactured sands.

D. Pigments: ASTM C 979, inorganic iron oxides; do not use carbon black.

E. Admixtures: ASTM C 494/C 494M.

F. Water: Potable.

G. Reinforcing Bars: ASTM A 615/A 615M deformed bars, galvanized or epoxy coated.

H. Steel Welded Wire Reinforcement: ASTM A 185/A 185M, galvanized or epoxy coated.

I. Embedded Anchors, Dowels, and Inserts: Type 316 stainless steel, of type and size as required for conditions.

J. Mortar: Portland cement-lime, ASTM C 270, Type N; do not use masonry cement.

1. Low Alkali Cement: Portland cement for use with limestone shall contain not more than 0.60 percent total alkali when tested according to ASTM C 114.

K. Sealant: As specified in Section 079005.

L. Cleaner: General-purpose cleaner designed for removing mortar and grout stains, efflorescence, and other construction stains from new masonry surfaces without discoloring or damaging masonry surfaces; approved for intended use by cast stone manufacturer and by cleaner manufacturer for use on cast stone and adjacent masonry materials.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine construction to receive cast stone components. Notify Architect if construction is not acceptable.

B. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install cast stone components in conjunction with masonry, complying with requirements of Section 042000.

B. Mechanically anchor cast stone units indicated; set remainder in mortar.

C. Setting:

1. Drench cast stone components with clear, running water immediately before installation.
2. Set units in a full bed of mortar unless otherwise indicated.

3. Fill vertical joints with mortar.
4. Fill dowel holes and anchor slots completely with mortar or non-shrink grout.

D. Joints: Make all joints 3/8 inch, except as otherwise detailed.

1. Rake mortar joints 3/4 inch for pointing.
2. Remove excess mortar from face of stone before pointing joints.
3. Point joints with mortar in layers 3/8 inch thick and tool to a slight concave profile.
4. Leave the following joints open for sealant:
   a. Head joints in top courses, including copings, parapets, cornices, sills, and steps.

E. Sealant Joints: Install sealants as specified in Section 079005.

F. Installation Tolerances:

1. Variation from Level: Not more than 1/8 inch in 10 feet or 1/4 inch in 20 feet, or 3/8 inch maximum.
2. Variation in Joint Width: Not more than 1/8 inch in 36 inches or 1/4 of nominal joint width, whichever is less.
3. Variation in Plane Between Adjacent Surfaces (Lipping): Not more than 1/16 inch difference between planes of adjacent units or adjacent surfaces indicated to be flush with units.

G. Repairs: Repair chips and other surface damage noticeable when viewed in direct daylight at 20 feet.

1. Repair with matching touchup material provided by the manufacturer and in accordance with manufacturer's instructions.
2. Repair methods and results subject to Architect 's approval.

3.03 CLEANING

A. Clean completed exposed cast stone after mortar is thoroughly set and cured.

1. Wet surfaces with water before applying cleaner.
2. Apply cleaner to cast stone in accordance with manufacturer's instructions.
3. Remove cleaner promptly by rinsing thoroughly with clear water.
4. Do not use acidic cleaners.

3.04 PROTECTION

A. Protect completed work from damage.

B. Clean, repair, or restore damaged or mortar-splashed work to condition of new work.

END OF SECTION

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior wood trim.

B. Related Requirements:

1. Section 088000: Glazing

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

2.2 EXTERIOR TRIM

A. Lumber Trim:

1. Species and Grade: Redwood, Clear All Heart; RIS.
2. Species and Grade: Western red cedar, Clear Heart VG (Vertical Grain); NLGA, WCLIB, or WWPA.
3. Maximum Moisture Content: 15 percent.
4. Face Surface: Smooth.

2.3 MISCELLANEOUS MATERIALS

A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.

1. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
2. For applications not otherwise indicated, provide hot-dip galvanized-steel fasteners.

B. Sealants: Latex, complying with ASTM C 834 Type OP, Grade NF and with applicable requirements in Section 079200 "Joint Sealants," recommended by sealant manufacturer and manufacturer of substrates for intended application.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed. Cut to required lengths and prime ends. Comply with requirements in Section 099113 "Exterior Painting."

3.2 INSTALLATION, GENERAL

A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.

1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

3.3 STANDING AND RUNNING TRIM INSTALLATION

A. Install flat-grain lumber with bark side exposed to weather.

B. Install cellular PVC trim to comply with manufacturer's written instructions.

C. Install trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 72 inches long except where necessary.

1. Use scarf joints for end-to-end joints.
2. Stagger end joints in adjacent and related members.

D. Fit exterior joints to exclude water. Cope at returns and miter at corners.

END OF SECTION 062013

SECTION 088000

GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glass, glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

A. Section 072727 – Water Resistive Air Barriers.

B. Section 079005 - Joint Sealers: Sealant and back-up material.

C. Section 081113 - Hollow Metal Doors and Frames: Glazed doors and borrowed lites.

D. Section 081423 - Clad Wood Doors: Glazed doors.

E. Section 083613 - Sectional Doors.

F. Section 084313 - Aluminum-Framed Storefronts and Doors.

1.03 REFERENCE STANDARDS

A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.

B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings, Safety Performance Specifications and Methods of Test; 2004.

C. ASTM C 864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005.

D. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 2005.

E. ASTM C 1036 - Standard Specification for Flat Glass; 2006.

F. ASTM C 1048 - Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass; 2004.

G. ASTM C 1172 - Standard Specification for Laminated Architectural Flat Glass; 2003.

H. ASTM C 1193 - Standard Guide for Use of Joint Sealants; 2009.

I. ASTM E 774 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units; 1997.

J. ASTM E 1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2007.

K. ASTM E 2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2008.

L. GANA (GM) - GANA Glazing Manual; Glass Association of North America; 2004.

M. GANA (SM) - FGMA Sealant Manual; Glass Association of North America; 1990.

N. GANA (LGDG) - Laminated Glazing Reference Manual; Glass Association of North America; 2006.

O. SIGMA TM-3000 - Glazing Guidelines for Sealed Insulating Glass Units; Sealed Insulating Glass Manufacturers Association; 2004.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of

this section; require attendance by all affected installers.

1.05 PERFORMANCE REQUIREMENTS

A. General: provide glazing systems that will withstand indicated loads and normal thermal movement without failure, including loss or glass breakage resulting form defective manufacture, fabrication or installation; failure of glazing systems to remain watertight and airtight; or deterioration of glazing materials.

B. Glass Design: Glass thicknesses indicated are minimums. Select actual glass lite thicknesses by analyzing loads and conditions. Provide glass lites in the thicknesses and in strengths required to comply with ASTM E 1300 and code required Design Wind Loads.

C. Thermal Movements: Allow for thermal movements of glazing components and glass framing members resulting from a temperature change range of 120 deg F ambiant and 180 deg F material surfaces.

D. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.

1.06 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.

C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.

D. Samples: Submit two samples 12 x 12 inch in size of glass units, showing design.

E. Samples: Submit 4 inch long bead of glazing sealant, color as selected.

F. Certificates: Certify that products meet or exceed specified requirements.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 016000 - Product Requirements, for additional provisions.

H. Mock-ups: Build mock-ups to verify selections made and to demonstrate aesthetic effects and set quality standards.

1. Approved mock-ups may become part of the work.

1.07 QUALITY ASSURANCE

A. Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods.

B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

C. Glazing for Fire-Rated Door assemblies: Glazing for assemblies that comply with NFPA 80 and that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 257.

1.08 FIELD CONDITIONS

A. Do not install glazing when ambient temperature is less than 50 degrees F.

B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing

compounds.

1.09 WARRANTY

A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

B. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

C. Laminated Glass: Provide a five (5) year warranty to include coverage for delamination, including replacement of failed units.

PART 2 PRODUCTS

2.01 GLAZING TYPES

A. Type IG-1 - Sealed Insulating Glass Units: Vision glazing.

1. Application(s): All exterior glazing unless otherwise indicated.
2. Basis-of-Design: PPG Industries Solarban 70XL Starphire.
3. Outboard Lite: Heat-strengthened float glass, 1/4 inch (6.0 mm) thick Starphire.
    a. Coating: Low-E type, on #2 surface.
4. Inboard Lite: Heat-strengthened float glass, 1/4 inch (6.0 mm) thick.
    a. Tint: Clear.
5. Total Thickness: 1 inch.
6. Total Visible Light Transmittance: 63 percent, minimum.
7. Total Solar Heat Gain Coefficient: 0.27 percent, maximum.
8. Winter Nighttime U-Factor: 0.29 maximum.
9. Summer Daytime U-Factor: 0.27 maximum.
10. Glazing Method: Gasket glazing and exterior butt glazed.

B. Type IG-2 - Sealed Insulating Glass Units: Safety glazing:

1. Applications: Provide this type of glazing in the following locations:
    a. Glazed lites in exterior doors, except at vestibules.
    b. Glazed sidelights and panels next to doors.
    c. Other locations required by applicable federal, state, and local codes and regulations.
    d. Other locations indicated on the drawings.
2. Type: Same as other vision glazing except use fully tempered float glass for both outboard and inboard lites.

2.02 EXTERIOR GLAZING ASSEMBLIES

A. Structural Design Criteria: Select type and thickness to withstand dead loads and wind loads acting normal to plane of glass at design pressures of 30 lb/sq ft positive and negative.

1. Use the procedure specified in ASTM E 1300 to determine glass type and thickness.
2. Limit glass deflection to 1/200 or flexure limit of glass, whichever is less, with full recovery of glazing materials.
3. Thicknesses listed are minimum.

B. Air and Vapor Seals: Provide completed assemblies that maintain continuity of building enclosure vapor retarder and air barrier:

1. In conjunction with vapor retarder and joint sealer materials described in other sections.
2. To maintain a continuous air barrier and vapor retarder throughout the glazed assembly from glass pane to heel bead of glazing sealant.

2.03 GLASS MATERIALS

A. Float Glass: All glazing is to be float glass unless otherwise indicated.

1. Annealed Type: ASTM C 1036, Type I, transparent flat, Class 1 clear, Quality Q3 (glazing select).
2. Heat-Strengthened and Fully Tempered Types: ASTM C 1048.
3. Tinted Types: Color and performance characteristics as indicated.
4. Thicknesses: As indicated; for exterior glazing comply with specified requirements for wind load design regardless of specified thickness.

2.04 SEALED INSULATING GLASS UNITS

A. Sealed Insulating Glass Units: Types as indicated.

1. Locations: Exterior, except as otherwise indicated.
2. Durability: Certified by an independent testing agency to comply with ASTM E 2190.
3. Edge Seal: Dual Seal.
4. Spacer: Manufacturer's standard spacer material.
5. Purge interpane space with dry hermetic air.

2.05 GLAZING COMPOUNDS

A. Silicone Sealant: Single component; neutral curing; capable of water immersion without loss of properties; non-bleeding, non-staining; ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; color as selected.

2.06 GLAZING ACCESSORIES

A. Setting Blocks: Silicone, 80 to 90 Shore A durometer hardness, ASTM C 864 Option I. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.

B. Spacer Shims: Silicone, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.

C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.

D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C 864 Option I; color as selected.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that openings for glazing are correctly sized and within tolerance.

B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.02 PREPARATION

A. Clean contact surfaces with solvent and wipe dry.

B. Prime surfaces scheduled to receive sealant.

C. Install sealants in accordance with ASTM C 1193 and FGMA Sealant Manual.

D. Install sealant in accordance with manufacturer's instructions.

3.03 INSTALLATION - EXTERIOR DRY METHOD (TAPE AND GASKET SPLINE GLAZING)

A. Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with silicone sealant.

B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.

C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.

D. Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.

E. Trim protruding tape edge.

3.04 INSTALLATION - EXTERIOR BUTT GLAZED METHOD (SEALANT ONLY)

A. Temporarily brace glass in position for duration of glazing process. Mask edges of glass at adjoining glass edges and between glass edges and framing members.

B. Temporarily secure a small diameter non-adhering foamed rod on back side of joint.

C. Apply sealant to open side of joint in continuous operation; thoroughly fill the joint without displacing the foam rod. Tool the sealant surface smooth to concave profile.

D. Permit sealant to cure then remove foam backer rod. Apply sealant to opposite side, tool smooth to concave profile.

E. Remove masking tape.

3.05 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.

B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.

C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.

D. Place glazing tape on free perimeter of glazing in same manner described above.

E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.

F. Knife trim protruding tape.

G. Seal butt joints using silicone sealant.

3.06 MANUFACTURER'S FIELD SERVICES

A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.

B. Monitor and report installation procedures and unacceptable conditions.

3.07 CLEANING

A. Remove glazing materials from finish surfaces.

B. Remove labels after Work is complete.

C. Clean glass and adjacent surfaces.

3.08 PROTECTION

A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

END OF SECTION

SECTION 099123

PAINTING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following substrates:

1. Exterior wood.
2. Previously painted steel and cast iron.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For each finish and for each color and texture required.

C. Product List: Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.03 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a.. Other Items: Architect will designate items or areas required.

2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selections will be based on benchmark samples.

a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.04 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.01 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. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

C. Basis-of-Design Products: Products specified in Part 3 are manufactured by Sherwin Williams Company. Provide specified products or approved comparable products from one of the following:

1. Benjamin Moore & Co.
2. M.A. Bruder & Sons, Inc.
3. PPG Industries, Inc.
4. Finnaren & Haley.

D. Colors: As selected by Architect from manufacturer's full range or as indicated.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Masonry: 12 percent.
2. Wood: 15 percent.
3. Gypsum Board and plaster: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.02 PREPARATION AND APPLICATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, rust and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required

to produce paint systems indicated.

C. Apply wood filler paste to open-grain woods, as defined in "MPI Architectural Painting Specification Manual," to produce smooth, glasslike finish.

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 Mechanical and Electrical Work: Paint items exposed in occupied spaces except surfaces that have a factory applied finish and are not intended for field painting, such as light fixtures, registers, diffusers, device covers.

F. Protect the existing surfaces and the 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.

G. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.03 EXTERIOR PAINTING SCHEDULE

A. Schedule lists anticipated areas where painting will be required, but may not be comprehensive. Provide paint on all exposed surfaces using appropriate system, whether listed or not.

B. Exterior Steel Substrates:

1. High-Performance Architectural Latex System (Includes exterior steel window bars):
   a. Prime Coat: Anticorrosive metal shop primer, or, if not shop primed, SW Pro Industrial Pro-Cryl Universal Primer B66-310.
   b. Intermediate Coat: High-performance architectural latex matching topcoat.
   c. Topcoat: SW Pro Industrial Zero VOC Semi-Gloss Acrylic B66-650 series.

END OF SECTION 099123

SECTION 101416 - PLAQUES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes plaques.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For plaques.

1. Include fabrication and installation details and attachments to other work.
2. Show plaque mounting heights, locations of supplementary supports to be provided by others, and accessories.
3. Show message list, typestyles, graphic elements, and layout for each plaque at least **half size**.

C. Samples: For each exposed product and for each color and texture specified.

D. Plaque Schedule: One for each project location - total of five plaques. All similar in size and complexity. Text to be determined after award of contract.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of plaques that fail in materials or workmanship within specified warranty period.

1. Warranty Period: **Five** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 PLAQUES

A. Cast Plaque <Insert drawing designation>: Plaque with background texture, border, and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Metal Arts' product or comparable product by one of the following:

    a. Ace Sign Systems, Inc.
    b. Allen Markings International.
    c. APCO Graphics, Inc.
    d. A. R. K. Ramos Signage Systems.
    e. Diskey Sign Company.
    f. Erie Landmark Company; Division of Paul W. Zimmerman Foundries.
    g. Gemini Incorporated.
    h. Matthews International Corporation; Bronze Division.
    i. Metal Arts; Division of L & H Mfg. Co.
    j. Metallic Arts.
    k. Nelson-Harkins Industries.
    l. Southwell Company (The).

2. Plaque Material: Cast aluminum].

3. Size: up to 18" by 24". Final size to be determined by owner.

4. Raised polished letters. Text by owner.
5. Plaque Thickness: [0.25 inch].
6. Finishes:
    a. Integral Aluminum Finish: Clear anodized.
    b. Overcoat: Manufacturer's standard baked-on clear coating.

7. Background Texture: [Pebble].
8. Integrally Cast Border Style Square single line, polished].
9. Mounting: Countersunk flathead through fasteners.

2.3 ACCESSORIES

A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of plaques, noncorrosive and compatible with each material joined, and complying with the following:

1. Plaque Mounting Fasteners:

a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of plaque, screwed into back of plaque, or screwed into tapped lugs cast integrally into back of plaque, unless otherwise indicated.
b. Through Fasteners: Exposed metal fasteners matching plaque finish, with type of head indicated, installed in predrilled holes.

2.4 FABRICATION

A. General: Provide manufacturer's standard plaques according to requirements indicated.

1. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
2. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
3. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match plaque finish.
4. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.

B. Surface-Engraved Graphics: Machine engrave characters and other graphic devices into panel surface indicated to produce precisely formed copy, incised to uniform depth.

1. Engraved Metal: Fill engraved graphics with manufacturer's standard baked enamel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install plaques using mounting methods indicated and according to manufacturer's written instructions.

1. Install plaques level, plumb, true to line, and at interior locations and heights selected by architect, with plaque surfaces free of distortion and other defects in appearance.
2. Install plaques so they do not protrude or obstruct according to the accessibility standard.
3. Before installation, verify that plaque surfaces are clean and free of materials or debris that would impair installation.
4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

B. Mounting Methods:

1. Through Fasteners: Drill holes in substrate using predrilled holes in plaque as template. Countersink holes in plaque if required. Place plaque in position and flush to surface. Install through fasteners and tighten.

C. Remove temporary protective coverings and strippable films as plaques are installed.

END OF SECTION 101416

SECTION 102800

TOILET AND BATH ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Accessories for toilet rooms, showers, and utility rooms.

B. Grab bars.

1.02 RELATED REQUIREMENTS

none

1.03 REFERENCE STANDARDS

A. ASTM A 123/A 123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2002.

B. ASTM A 269 - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2008.

C. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2003.

D. ASTM C 1036 - Standard Specification for Flat Glass; 2006.

E. GSA CID A-A-3002 - Mirrors, Glass; U.S. General Services Administration; 1996.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with the placement of internal wall reinforcement, concealed ceiling supports, and reinforcement of toilet partitions to receive anchor attachments.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.

1.06 WARRANTY

A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and taht fail in materials or workmanship within 5 years from date of substantial completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Basis-of-Design Products: Products indicated are basis-of-design. Subject to compliance with requirements, provide product indicated or comparable product by one of the following:

1. American Specialties, Inc.
2. Bobrick Washroom Equipment, Inc.
3. Bradley Corporation.

B. All items of each type to be made by the same manufacturer, unless noted otherwise.

2.02 MATERIALS

A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.

1. Grind welded joints smooth.
2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.

C. Stainless Steel Sheet: ASTM A 666, Type 304.

D. Stainless Steel Tubing: ASTM A 269, Type 304 or 316.

E. Mirror Glass: Float glass, ASTM C 1036 Type I, Class 1, Quality Q2, with silvering, copper coating, and suitable protective organic coating to copper backing in accordance with GSA CID A-A-3002.

F. Adhesive: Two component epoxy type, waterproof.

G. Fasteners, Screws, and Bolts: Stainless steel.

H. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FINISHES

A. Stainless Steel: No. 4 satin brushed finish, unless otherwise noted.

B. Galvanizing for Items Other than Sheet: Comply with ASTM A 123/A 123M; galvanize ferrous metal and fastening devices.

C. Back paint components where contact is made with building finishes to prevent electrolysis.

2.04 TOILET ROOM ACCESSORIES

A. Mirrors : Stainless steel framed, 6 mm thick float glass mirror.

1. Size: 24 x 36 inches.
2. Frame: 0.75 inch angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; No.4 finish.
3. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
4. Product: Basis of Design: B-290 manufactured by Bobrick.

B.. Grab Bars : Stainless steel, 1-1/2 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.

1. Length and configuration: As indicated on drawings.
2. Basis of Design: Product: B-6806 manufactured by Bobrick.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify exact location of accessories for installation.

C. See Section 061000 for installation of blocking, reinforcing plates, and concealed anchors in walls, and ceilings.

3.02 PREPARATION

A. Deliver inserts and rough-in frames to site for timely installation.

B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

A. Install accessories in accordance with manufacturers' instructions.

B. Install plumb and level, securely and rigidly anchored to substrate.

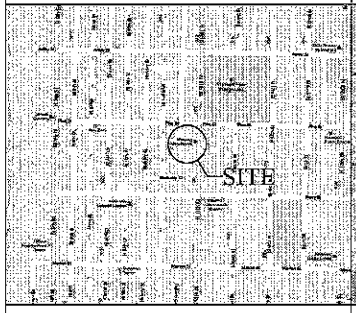
C. Install grab bars to withstand a downward load of at least 250 lbf, when tested according to ASTM F 446.

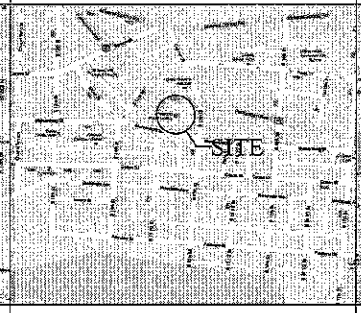
D. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings

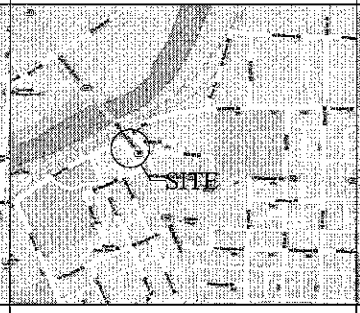
END OF SECTION

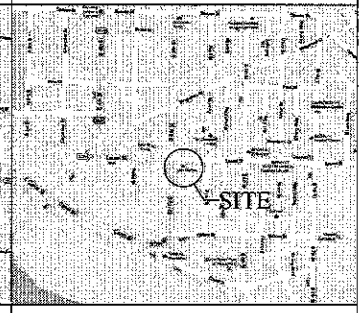
READING PUBLIC LIBRARY
LIBRARY BRANCH & LIBERTY
FIRE STATION RENOVATIONS

NORTHEAST BRANCH	SOUTHEAST BRANCH	NORTHWEST BRANCH	LIBERTY FIRE STATION
1348 NORTH ELEVENTH STREET READING, PA 19602	1426 PERKIOMEN AVENUE READING, PA 19602	901 SCHUYLKILL AVENUE READING, PA 19601	501 SOUTH FIFTH STREET READING, PA 19602
LOCATION MAP	LOCATION MAP	LOCATION MAP	LOCATION MAP









BUILDING INFO	BUILDING INFO	BUILDING INFO	BUILDING INFO
PROJECT TYPE: EXTERIOR IMPROVEMENTS BUILDING FOOTPRINT: 8,310 SF NUMBER OF STORIES: ONE STORY	PROJECT TYPE: EXTERIOR IMPROVEMENTS BUILDING FOOTPRINT: 8,100 SF NUMBER OF STORIES: ONE STORY	PROJECT TYPE: EXTERIOR PAINTING & INTERIOR IMPROVEMENTS BUILDING FOOTPRINT: 2,100 SF NUMBER OF STORIES: ONE STORY	PROJECT TYPE: EXTERIOR REPAIRS

INDEX OF DRAWINGS

ARCHITECTURAL DRAWINGS

CS1.0 COVER SHEET

NORTHEAST BRANCH

A1.0 NORTHEAST BRANCH EXTERIOR REPAIRS

SOUTHEAST BRANCH

A2.0 SOUTHEAST BRANCH EXTERIOR REPAIRS

NORTHWEST BRANCH

A3.0 NORTHWEST BRANCH EXTERIOR REPAIRS & IMPROVEMENTS

LIBERTY FIRE STATION

A4.0 LIBERTY FIRE STATION EXTERIOR REPAIRS

SEILER + DRURY ARCHITECTURE

ARCHITECTS
SEILER + DRURY ARCHITECTURE, PC
420 DEKALB STREET
NORRISTOWN PA 19401
P 610 272 4600 F 610 272 4446

NOT FOR CONSTRUCTION

SEAL

IMPROVEMENTS AT:
LIBRARY BRANCHES & LIBERTY FIRE STATION RENOVATIONS

READING, PA

PROJECT NO: 1222

DATE: 03-15-13
ISSUE: BID SET

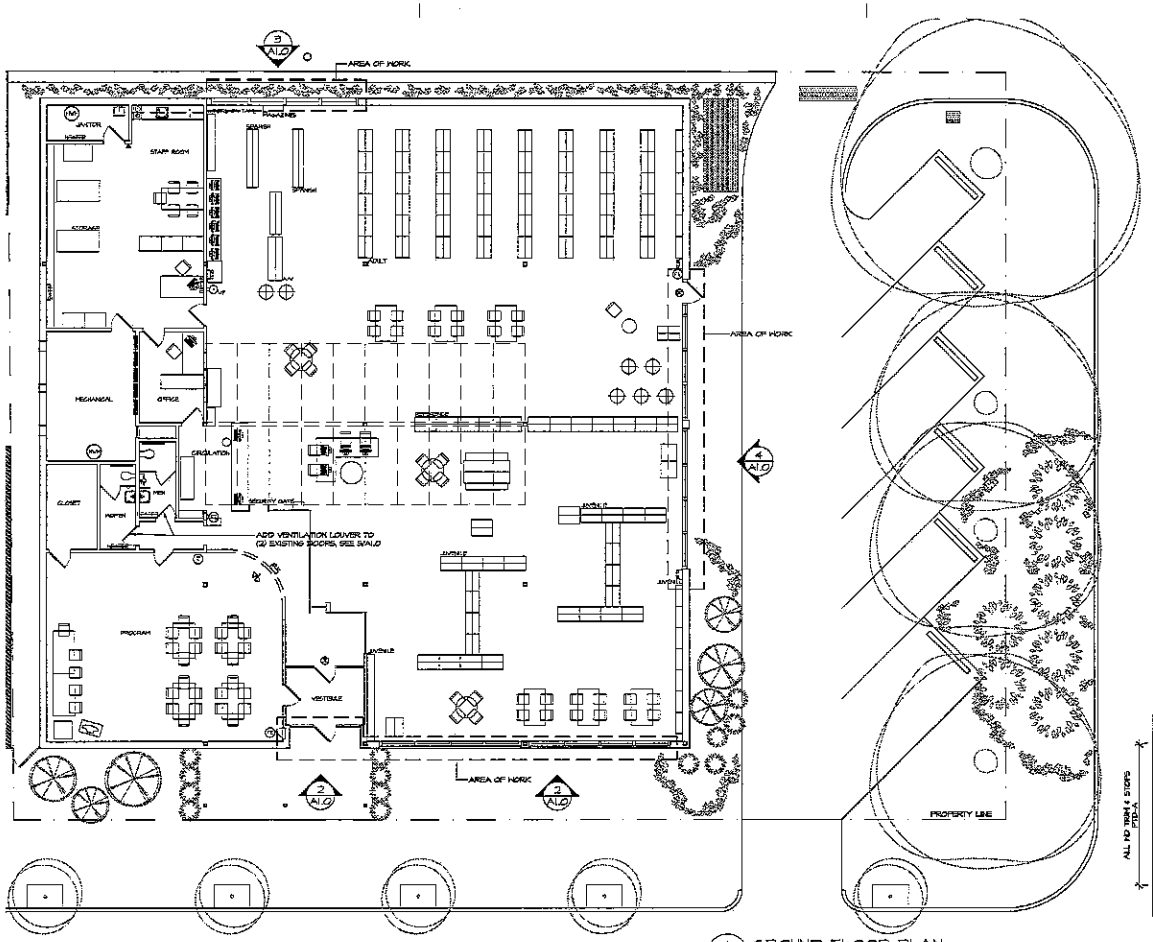
REVISIONS	DATE

COVER SHEET

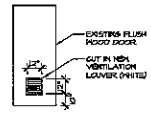
SHEET NO.

CS1.0

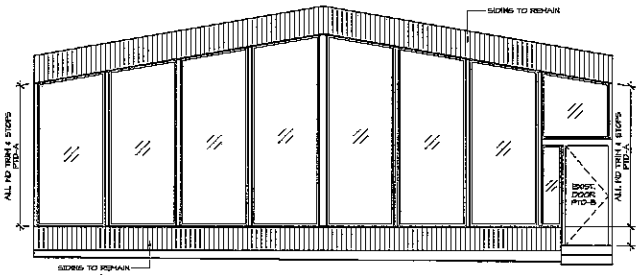
© 2012 SEILER+DRURY ARCHITECTURE



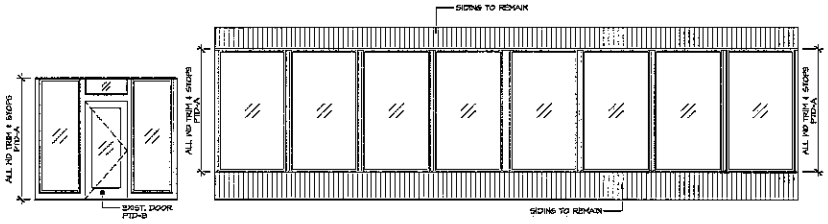
1 A1.0 GROUND FLOOR PLAN
SCALE: 1/8"=1'-0"



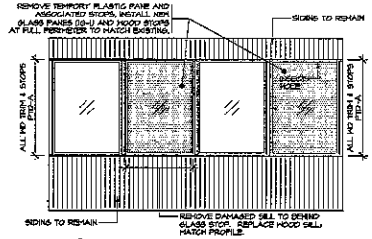
3 A1.0 DOOR LOUVER
SCALE: 1/4"=1'-0"



4 A1.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"



2 A1.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"



3 A1.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"

GENERAL NOTES:

- PATCH ALL INSECT HOLES & DAMAGED STOPS PRIOR TO PAINTING. HOLES & DAMAGE NOT LIMITED TO AREAS INDICATED. ALLOW 15' OF STOP REPLACEMENT IN ADDITION TO THAT USED AT REPLACEMENT GLASS UNITS.
- WINDOWS SEALANT TO BE INSTALL AT ENTIRE PERIMETER OF ALL GLASS IN WORK AREA.
- PAINT COLOR 'A' TO BE: SHERWIN WILLIAMS SW 6064 FRENCH ROAST
- PAINT COLOR 'B' TO BE: SHERWIN WILLIAMS SW 6745 MAJOR BLUE
- NEW WOOD TO BE REDWOOD OR WESTERN RED CEDAR. SEE SPECIFICATION.

PAINTING NOTE:

SURFACES RECEIVING PAINT ARE TO BE PAINTED AS INDICATED IN CONTRACT DOCUMENTS. A MOCK-UP OF EACH TYPE OF SURFACE TO BE PAINTED SHALL BE PROVIDED BASED ON THE SELECTIONS BY ARCHITECT. THE PURPOSE OF THE MOCK-UP IS TO PERMIT THE FINAL COLOR ACCEPTANCE BY THE OWNER. DO NOT PURCHASE LARGE QUANTITIES OF PAINT UNTIL THE MOCK-UP HAS BEEN APPROVED BY THE OWNER AND ANY SUBSEQUENT ADJUSTMENTS TO FINAL COLORS HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECT.

SEILER + DRURY ARCHITECTURE

ARCHITECTS
SEILER + DRURY ARCHITECTURE, PC
425 BOEHLER STREET
NORRISTOWN PA 19401
P 610 272-4660 F 610 272-4148

NOT FOR CONSTRUCTION

SEAL

IMPROVEMENTS AT:
LIBRARY BRANCHES & LIBERTY FIRE STATION RENOVATIONS

READING, PA

PROJECT NO: 1222

DATE: 02-15-13
ISSUE: BID SET

REVISIONS	DATE

NORTHEAST BRANCH EXTERIOR REPAIRS

SHEET NO.
A1.0

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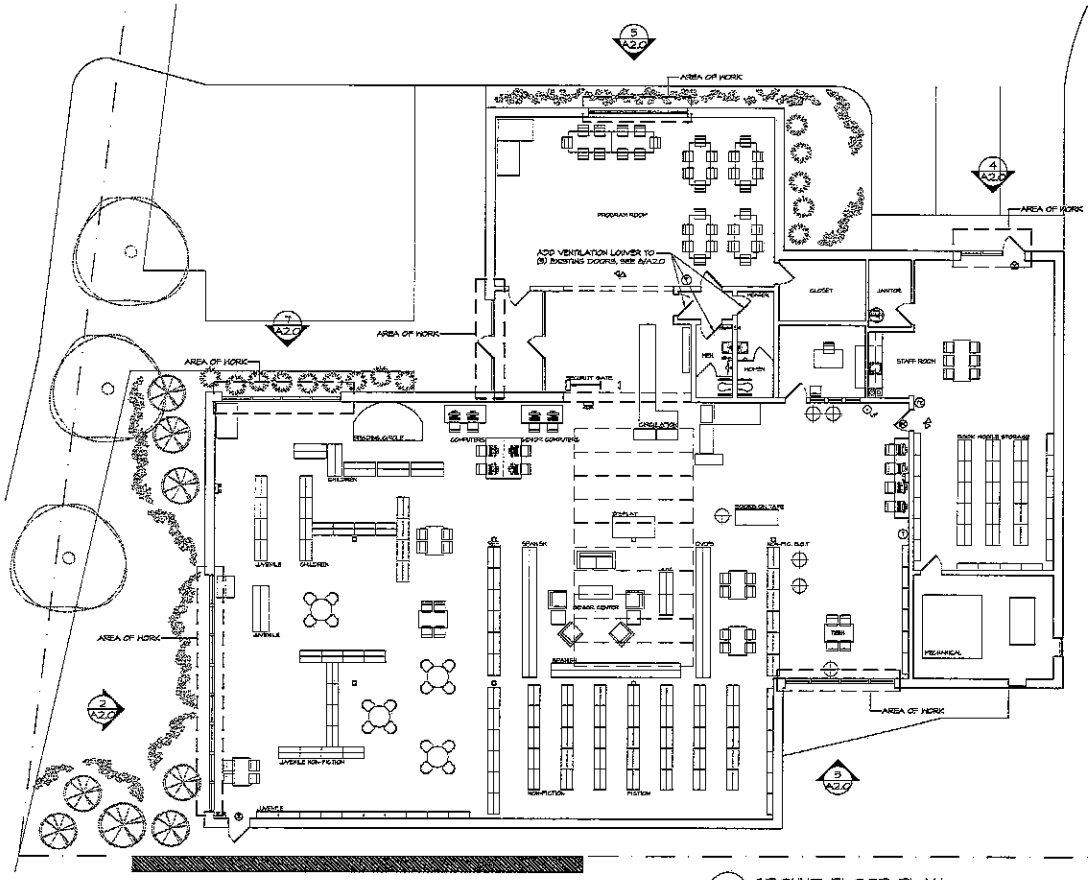
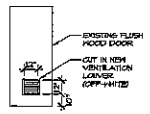


1 A2.0 GROUND FLOOR PLAN
SCALE: 1/8"=1'-0"



5 A2.0 DOOR LOUVER
SCALE: 1/4"=1'-0"

GENERAL NOTES:

- PATCH ALL INSECT HOLES & DAMAGED STOPS PRIOR TO PAINTING. HOLES & DAMAGE NOT LIMITED TO AREAS INDICATED. ALLOW 5% OF STOP REPLACEMENT IN ADDITION TO THAT USED AT REPLACEMENT GLASS UNITS.
- WINDOWS SEALANT TO BE INSTALL AT ENTIRE PERIMETER OF ALL GLASS IN WORK AREA.
- PAINT COLOR 'A' TO BE: SHERWIN WILLIAMS SW 6084 FRENCH ROAST
- PAINT COLOR 'B' TO BE: SHERWIN WILLIAMS SW 6968 MAJOR BLUE
- RB4 WOOD TO BE REDWOOD OR WESTERN RED CEDAR, SEE SPECIFICATION.

PAINTING NOTE:

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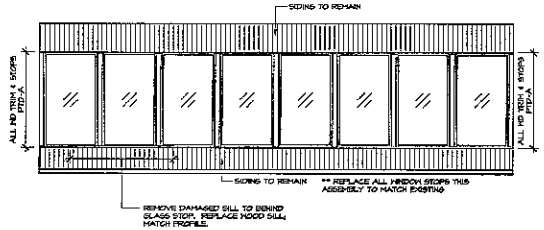
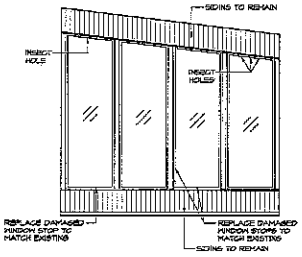
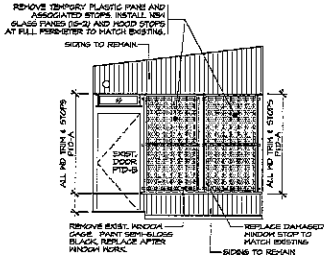


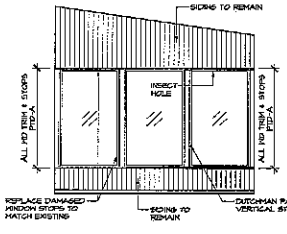
2 A2.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"



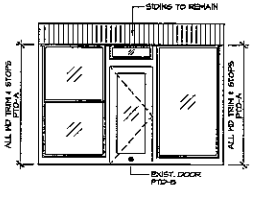
3 A2.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"



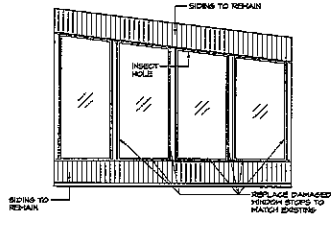
4 A2.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"



8 A2.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"



6 A2.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"



7 A2.0 EXTERIOR DETAIL ELEV.
SCALE: 1/4"=1'-0"

SEILER + DRURY ARCHITECTURE

ARCHITECTS
SEILER + DRURY ARCHITECTURE, PC
420 BAINES STREET
HONEYBROOK PA. 19446
T 610.273-4888 F 610.273-4548

NOT FOR CONSTRUCTION

SEAL

IMPROVEMENTS AT:
LIBRARY BRANCHES & LIBERTY FIRE STATION RENOVATIONS

READING, PA

PROJECT NO: 1222

DATE: 02-15-13
ISSUE: BID SET

REVISIONS	DATE

SOUTHEAST BRANCH EXTERIOR REPAIRS

SHEET NO.
A2.0

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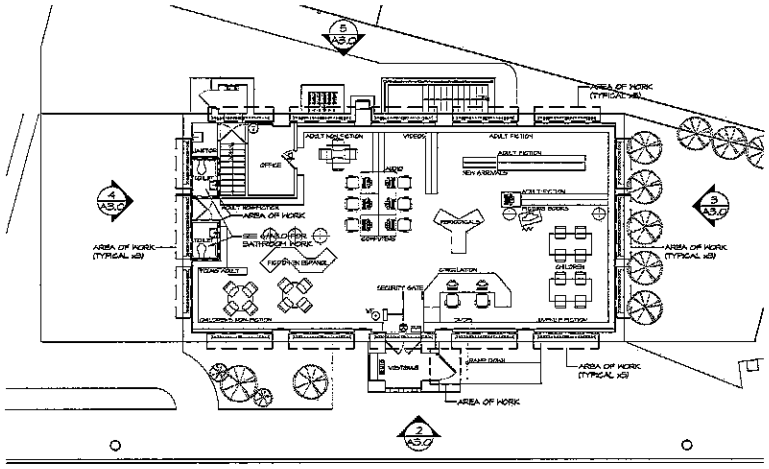
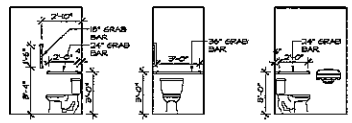
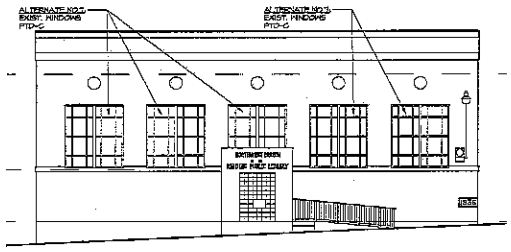


1 A3.0 GROUND FLOOR PLAN
SCALE: 1/8"=1'-0"



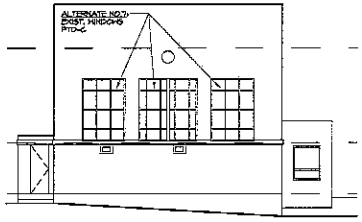
NOTE: BATHROOM SCOPE LIMITED TO GRAB BARS ONLY. TYPICAL FOR MENS AND WOMENS ROOMS.

6 A3.0 TYP. BATHROOM ELEVS.
SCALE: 1/4"=1'-0"

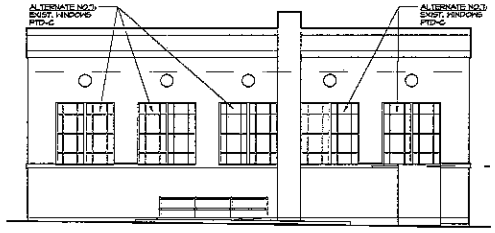


2 A3.0 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"

3 A3.0 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



4 A3.0 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



5 A3.0 EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"

GENERAL NOTES:

- PAINT COLOR 'B' TO BE: SHERWIN WILLIAMS SW 6965 MAJOR BLUE
- PAINT COLOR 'C' TO BE: SHERWIN WILLIAMS SW 6385 DOVER WHITE
- REMOVE EXISTING RUST FROM WINDOW ASSEMBLIES PER PAINT PREPARATION SPECIFICATIONS.

PAINTING NOTE:

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SEILER + DRURY ARCHITECTURE

ARCHITECTS
SEILER + DRURY ARCHITECTURE, PC
430 NORRIS STREET
NORRISTOWN, PA 19401
P 610.272.4620 F 610.272.4249

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SEAL

IMPROVEMENTS AT:
LIBRARY BRANCHES & LIBERTY FIRE STATION RENOVATIONS

READING, PA

PROJECT NO: 1222

DATE: 05-15-13

ISSUE: BID SET

Revisions	Date

NORTHWEST BRANCH EXTERIOR REPAIRS & IMPROVEMENTS

SHEET NO.

A3.0

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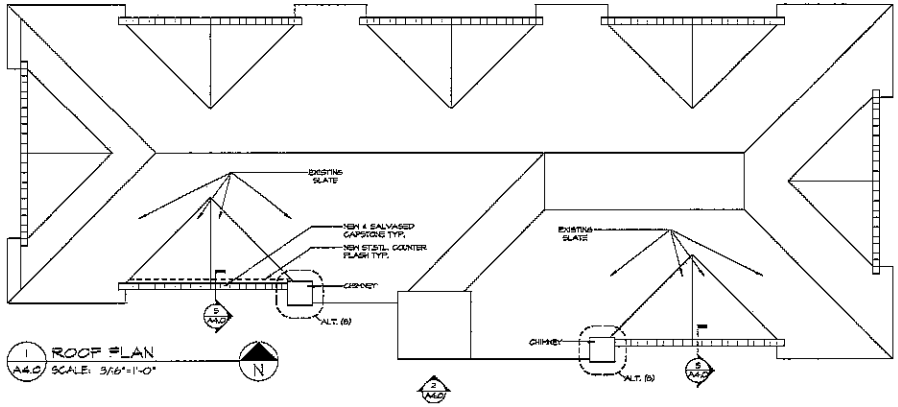
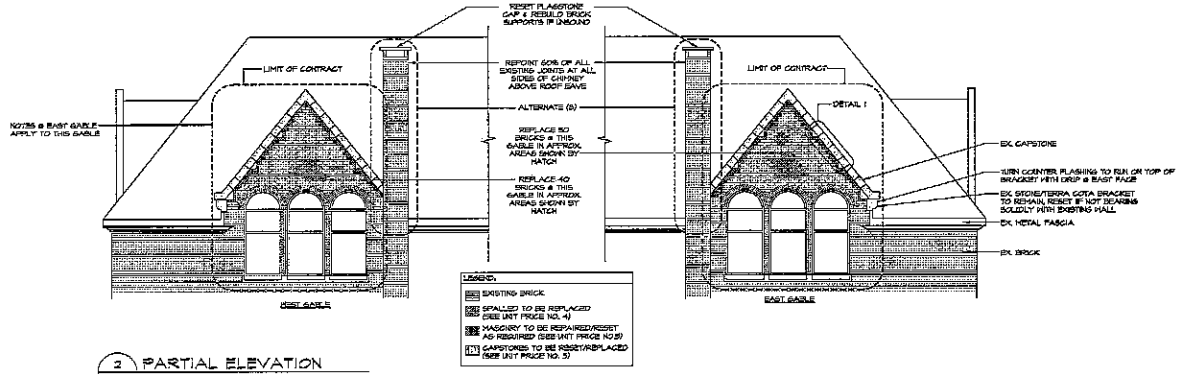
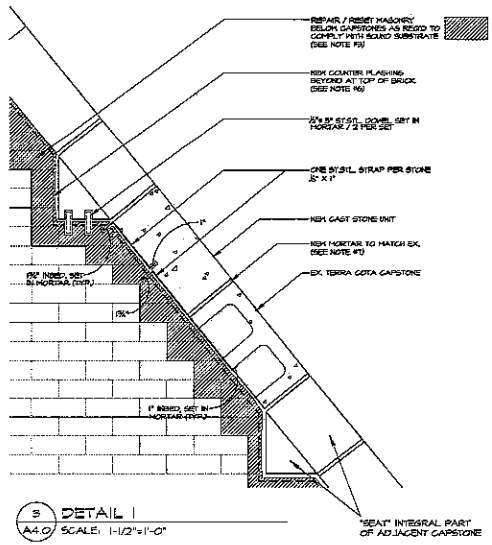


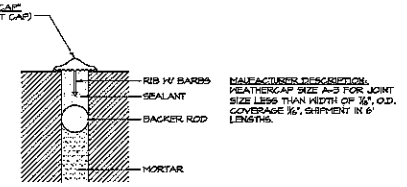
1 ROOF PLAN
A4.0 SCALE: 3/16"=1'-0"



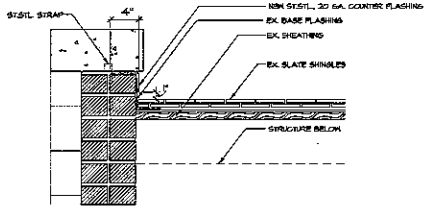
2 PARTIAL ELEVATION
A4.0 SCALE: 3/16"=1'-0"



3 DETAIL 1
A4.0 SCALE: 1-1/2"=1'-0"



4 CAPSTONE TOP JOINT DETAIL
A4.0 SCALE: 1"=1'-0"



5 SECTION - GABLE PEAK
A4.0 SCALE: 1-1/2"=1'-0"

GENERAL NOTES:

1. SCAFFOLD WILL NEED TO BE ERECTED AND RELOCATED FOR EACH DORMER TO DO THE WORK, AS THE DORMER RIDGE IS APPROXIMATELY FIFTY FEET ABOVE THE GROUND.
2. REMOVE ALL CAPSTONES. INSPECT & CLEAN EACH PIECE FOR REUSE OR REPLACEMENT. NOTE THAT TERRA COTTA IS NO LONGER AVAILABLE. DAMAGED OR NON WEATHER-TIGHT UNITS SHALL BE DISCARDED. REPLACE MISSING CAPSTONES WITH CAST STONE UNITS TO MATCH THE COLOR, TEXTURE, DIMENSION, DETAIL & APPEARANCE OF THE EXISTING MATERIAL.
3. INSPECT SUBSTRATE, RESET MASONRY & REPAIR TO SOUND CONDITION BELOW CAPSTONES.
4. INSTALL STAINLESS STEEL STRAP ANCHORS IN SUBSTRATE OF CAPSTONES, AS SHOWN IN 5/A5.0
5. RECESS MORTAR AT TOP MORTAR JOINTS, FILL WITH SEALANT, INSTALL "WEATHERCAP", AS SHOWN IN 4/A-5.0
6. INSTALL ST.STL. (20 GAGE) COUNTER FLASHING FOR FULL LENGTH OF PARAPET, EXISTING STEP FLASHING TO REMAIN AS NOTED IN 5/A-5.0
7. COLORED MORTAR TO MATCH EXISTING (SIMILAR TO 66#108)

BEILER + DRURY
ARCHITECTURE

ARCHITECTS
BEILER + DRURY ARCHITECTURE, PC
428 BRIDGE STREET
NORRISTOWN, PA 19401
P 610 272 4600 F 610 272 4149

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SEAL

IMPROVEMENTS AT:
LIBRARY BRANCHES & LIBERTY FIRE STATION RENOVATIONS

READING, PA

PROJECT NO: 1222
DATE: 03-15-13
ISSUE: BID SET

REVISIONS	DATE

LIBERTY FIRE STATION EXTERIOR REPAIRS

SHEET NO.
A4.0

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Alison Heist

From: Tammi Reinhart
Sent: Tuesday, June 11, 2013 3:03 PM
To: Alison Heist
Subject: RE: Uhrig Construction

Yes please. Thank you!

Tammi Reinhart
Purchasing Coordinator
City of Reading, PA

From: Alison Heist [mailto:alison.heist@readingpa.org]
Sent: Tuesday, June 11, 2013 1:26 PM
To: Tammi Reinhart
Subject: RE: Uhrig Construction

First, the Mayor and City Clerk have to the sign the Stipulation Against Liens and then it has to be filed at the Prothonotary's office (Courthouse).

After that, the contract documents will be forwarded to the Accounting office and Matt Bembenick and Dave Cituk will sign the Certificate of Appropriation and then the contracts will be forwarded to the Mayor and City Clerk's office for their signatures. After everything is signed, they'll be returned to our office.

Should I let you know when all of these steps are completed?

From: Tammi Reinhart [mailto:tammi.reinhart@readingpa.org]
Sent: Tuesday, June 11, 2013 1:04 PM
To: Alison Heist
Subject: RE: Uhrig Construction

So now it has to go around City Hall for signatures, correct?

Tammi Reinhart
Purchasing Coordinator
City of Reading, PA

From: Alison Heist [mailto:alison.heist@readingpa.org]
Sent: Tuesday, June 11, 2013 12:44 PM
To: Tammi Reinhart
Subject: RE: Uhrig Construction

Good Afternoon, Tammi:

Yes, yesterday morning we received the executed paperwork from the contractor.

From: Tammi Reinhart [mailto:tammi.reinhart@readingpa.org]
Sent: Tuesday, June 11, 2013 12:36 PM
To: Alison Heist
Cc: Frank Watts
Subject: Uhrig Construction

Hi Alison!

Have you received all of the paperwork/contracts back from Uhrig Construction relating to the Library branches and Liberty Fire Station? Thank you!

Tammi Reinhart
Purchasing Coordinator
City of Reading, PA

Alison Heist

From: Alison Heist
Sent: Wednesday, May 15, 2013 10:17 AM
To: Brenda Skimski
Cc: Tammi Reinhart; Neil Nemeth
Subject: RE: Recommendation Memorandum for Uhrig Contract

Thank you.

Alison L. Heist, Confidential Secretary
City of Reading, Dept. of Law
City Hall
815 Washington St., Rm 2-54
Reading, PA 19601
(610) 655-6208

From: Brenda Skimski [mailto:Brenda.Skimski@readingpa.org]
Sent: Wednesday, May 15, 2013 10:04 AM
To: Neil Nemeth
Cc: Tammi Reinhart; Alison Heist
Subject: RE: Recommendation Memorandum for Uhrig Contract

See below:

From: Neil Nemeth [mailto:neil.nemeth@readingpa.org]
Sent: Wednesday, May 15, 2013 9:42 AM
To: Brenda Skimski
Cc: Tammi Reinhart; Alison Heist
Subject: RE: Recommendation Memorandum for Uhrig Contract

Hi Brenda:

Can you please email Alison and Tammi the City's account codes for the following projects?

Main Library IDIS No. 1572	32-10-46 32-10-00-4216 F/S: HUD-CDBG 2011
NE Library IDIS No. 1573	32-10-46-02 32-10-00-4216 F/S: HUD-CDBG 2011
NW Library IDIS No. 1574	32-10-46-03 32-10-00-4216 F/S: HUD-CDBG 2011
SE Library IDIS No. 1575	32-10-46-01 32-10-00-4216 F/S: HUD-CDBG 2011
Liberty Fire Co. IDIS No. 1552	32-10-26-02 32-10-00-4216 F/S: HUD-CDBG 2011

Thank you.

Neil

From: Tammi Reinhart [mailto:tammi.reinhart@readingpa.org]
Sent: Tuesday, May 14, 2013 2:32 PM
To: Alison Heist

Cc: Neil Nemeth
Subject: RE: Recommendation Memorandum for Uhrig Contract

I do not have one. I got Carole Snyder's approval so that bypassed the Recommendation Memo (as per Fred's opinion).

Neil – do you have an account code that will be used for the Liberty and Library branches projects?

Thanks!

Tammi Reinhart
Purchasing Coordinator
City of Reading, PA

From: Alison Heist [mailto:alison.heist@readingpa.org]
Sent: Tuesday, May 14, 2013 1:54 PM
To: Tammi Reinhart
Subject: Recommendation Memorandum for Uhrig Contract
Importance: High

Do you know what Account Code this contract is under?

Could I also get a copy of the Recommendation Memorandum if you have one?

You can scan it to me if you like. Thanks!

Please advise. Thank you.

Alison L. Heist, Confidential Secretary
City of Reading, Dept. of Law
City Hall
815 Washington St., Rm 2-54
Reading, PA 19601
(610) 655-6208

Alison Heist

From: Alison Heist
Sent: Wednesday, May 15, 2013 10:16 AM
To: Neil Nemeth
Cc: Brenda Skimski; Tammi Reinhart
Subject: RE: Recommendation Memorandum for Uhrig Contract

Thank you.

Alison L. Heist, Confidential Secretary
City of Reading, Dept. of Law
City Hall
815 Washington St., Rm 2-54
Reading, PA 19601
(610) 655-6208

From: Neil Nemeth [mailto:neil.nemeth@readingpa.org]
Sent: Wednesday, May 15, 2013 10:04 AM
To: Alison Heist; Tammi Reinhart
Cc: Brenda Skimski
Subject: RE: Recommendation Memorandum for Uhrig Contract

The account codes are:

Liberty Fire House/Museum	32-10-26-02
Northeast Library Branch	32-10-46-02
Southeast Library Branch	32-10-46-01
Northwest Library Branch	32-10-46-03

Neil

From: Neil Nemeth [mailto:neil.nemeth@readingpa.org]
Sent: Wednesday, May 15, 2013 9:42 AM
To: Brenda Skimski
Cc: Tammi Reinhart; Alison Heist
Subject: RE: Recommendation Memorandum for Uhrig Contract

Hi Brenda:

Can you please email Alison and Tammi the City's account codes for the following projects?

Main Library IDIS No. 1572
NE Library IDIS No. 1573
NW Library IDIS No. 1574
SE Library IDIS No. 1575
Liberty Fire Co. IDIS No. 1552

Thank you.

Neil

From: Tammi Reinhart [mailto:tammi.reinhart@readingpa.org]
Sent: Tuesday, May 14, 2013 2:32 PM
To: Alison Heist
Cc: Neil Nemeth
Subject: RE: Recommendation Memorandum for Uhrig Contract

I do not have one. I got Carole Snyder's approval so that bypassed the Recommendation Memo (as per Fred's opinion).

Neil – do you have an account code that will be used for the Liberty and Library branches projects?

Thanks!

Tammi Reinhart
Purchasing Coordinator
City of Reading, PA

From: Alison Heist [mailto:alison.heist@readingpa.org]
Sent: Tuesday, May 14, 2013 1:54 PM
To: Tammi Reinhart
Subject: Recommendation Memorandum for Uhrig Contract
Importance: High

Do you know what Account Code this contract is under?

Could I also get a copy of the Recommendation Memorandum if you have one?

You can scan it to me if you like. Thanks!

Please advise. Thank you.

Alison L. Heist, Confidential Secretary
City of Reading, Dept. of Law
City Hall
815 Washington St., Rm 2-54
Reading, PA 19601
(610) 655-6208

CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6208
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE
FREDERICK T. LACHAT, III, ESQUIRE
~~DIANA D'AURIA, ESQUIRE~~

LEGAL SPECIALISTS

May 15, 2013

Donald M. Uhrig, Jr., President
UHRIG CONSTRUCTION, INC.
1700 N. 5th St.
Reading, PA 19601

Dear Mr. Uhrig:

Enclosed herewith please find Contract, Performance Bond, Payment Bond, Wage Rate Compliance Bond, Maintenance Bond, Statement Accepting Provisions of the Workers' Compensation Act, Stipulation Against Liens, Indemnity Agreement & Hold Harmless, Section 3: Clause and Certification for Compliance for Training, Employment and Contracting Opportunities for Business and Low Income Persons, Attachment I: Workforce Needs Table, and Attachment II: Utilization of Section 3 Project Businesses, **in duplicate**, between your Company and the City of Reading, for Main Branch Remediation and Improvements; Southeast Branch – Library Improvements; Northeast Branch – Library Improvements; Northwest Branch – Library Improvements; and Liberty Fire Company – Masonry Improvements, Operations Division, Department of Public Works and Department of Community Development, City of Reading, Pennsylvania.

Will you please execute the Contract, Performance Bond, Payment Bond, Wage Rate Compliance Bond, Maintenance Bond, Statement Accepting Provisions of the Workers' Compensation Act, Stipulation Against Liens, Indemnity Agreement and Hold Harmless, Section 3: Clause and Certification for Compliance for Training, Employment and Contracting Opportunities for Business and Low Income Persons, Attachment I: Workforce Needs Table and Attachment II: Utilization of Section 3 Project Businesses, **also have a Surety Company execute the Performance Bond, Payment Bond, Wage Rate Compliance Bond, and Maintenance Bond, returning both copies to the City Solicitor's office**, City Hall, 815 Washington Street, Room 2-54, Reading, Pennsylvania, 19601-3690, within ten (10) days.

Please note that you are required to furnish certain liability insurance, and we would appreciate your insurance company issuing to us said Certificate of Insurance. Please execute this contract as soon as possible.

Alison Heist

From: Tammi Reinhart
Sent: Tuesday, May 14, 2013 2:32 PM
To: Alison Heist
Cc: Neil Nemeth
Subject: RE: Recommendation Memorandum for Uhrig Contract

I do not have one. I got Carole Snyder's approval so that bypassed the Recommendation Memo (as per Fred's opinion).

Neil – do you have an account code that will be used for the Liberty and Library branches projects?

Thanks!

Tammi Reinhart
Purchasing Coordinator
City of Reading, PA

From: Alison Heist [mailto:alison.heist@readingpa.org]
Sent: Tuesday, May 14, 2013 1:54 PM
To: Tammi Reinhart
Subject: Recommendation Memorandum for Uhrig Contract
Importance: High

Do you know what Account Code this contract is under?

Could I also get a copy of the Recommendation Memorandum if you have one?

You can scan it to me if you like. Thanks!

Please advise. Thank you.

Alison L. Heist, Confidential Secretary
City of Reading, Dept. of Law
City Hall
815 Washington St., Rm 2-54
Reading, PA 19601
(610) 655-6208

CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6208
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE
FREDERICK T. LACHAT, III,
ESQUIRE
~~DIANA D'AURIA, ESQUIRE~~

LEGAL SPECIALISTS

July 11, 2013

UHRIG CONSTRUCTION, INC.
1700 N. 5th St.
Reading, PA 19601

Dear Sir or Madam:

Enclosed herewith please find your executed copy of the contract between your company and the City of Reading, for Main Branch Remediation and Improvements; Southeast Branch – Library Improvements; Northeast Branch – Library Improvements; Northwest Branch – Library Improvements; and Liberty Fire Company – Masonry Improvements, Operations Division, Department of Public Works and Department of Community Development, City of Reading, Pennsylvania.

Very truly yours,

CHARLES D. YOUNGER
City Solicitor

CDY/alh

Enclosure