

PROJECT MANUAL AND TECHNICAL SPECIFICATIONS

FOR

HIA Parking Garage

Middletown, PA

2015 PRIORITY REPAIRS

Desman Project No. 30-13133.00

HIA Project No. 2015-014

October 23, 2015

Prepared For:

Harrisburg International Airport

One terminal Drive

Middletown, PA 17057

Drawings and Specifications prepared by:



8000 Westpark Drive, Suite 610

McLean, VA 22102

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PROCUREMENT AND CONTRACTING DOCUMENTS

SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY
INVITATION TO BIDDERS
Harrisburg International Airport
Parking Garage Maintenance
Project No.: #2015-014

Sealed bids will be received by the Susquehanna Area Regional Airport Authority (SARAA), Attention: Mr. Marshall Stevens, One Terminal Drive, Suite 300, Harrisburg International Airport, Middletown, PA 17057 until 11:00 AM, on November 30, 2015 at which time they will be publicly opened and read aloud for the purpose of considering the award.

Bids may be mailed or delivered to Susquehanna Area Regional Airport Authority (SARAA) at One Terminal Drive, Suite 300, Middletown, PA 17057, Attention: Mr. Marshall B. Stevens, Deputy Executive Director, and will be considered if received prior to the scheduled time that bids are to be received as above noted. The Owner assumes no responsibility for bids mailed but not received.

Bids will be received for the following contract: **Parking Garage Maintenance**
SARAA Project No. #2015-014

All bids must be made on the official Bid Form or an exact copy by re-production thereof and enclosed in a sealed envelope, addressed as noted above and marked on the outside with the name and number of the contract and delivered at the place and time set forth above and not after.

Complete sets of the Contract Documents and Bid Forms may be obtained beginning October 30, 2015 from the Harrisburg International Airport website, www.flyhia.com under Doing Business with Us, Projects, Parking Garage Maintenance. Any addenda will also be posted to the same site, and bidders must acknowledge the addenda if applicable.

Any questions or interpretations of the plans, specifications, or documents must be submitted, in writing, no later than close of business on November 23, 2015 to Shannon Bentz with DESMAN at sbentz@desman.com.

No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof unless award is delayed due to the required approval of another government agency, the sale of bonds, or the award of grant or grants; in which case, bids shall be irrevocable for one hundred twenty (120) calendar days in compliance with Act 317 of 1978 approved November 26, 1978. Each bid must be accompanied by a Bid Security in the amount equal to ten (10) percent of the base bid in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish a Performance Surety Bond and a Payment Bond each in the full amount of the Contract Price.

Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to reject all nonconforming, non-responsive or Conditional Bids, in the Owners sole discretion.

OWNER

Susquehanna Area Regional Airport Authority (SARAA)
One Terminal Drive, Suite 300
Middletown, PA 17057

PROPOSAL FORM

FOR

2015 PRIORITY REPAIRS

OF THE

HARRISBURG INTERNATIONAL AIRPORT GARAGE

Middletown, PA

Bidder's Name

_____, 2015

Harrisburg International Airport
One Terminal Drive
Middletown, PA 17057

Attn: Marshall Stevens:

The undersigned, having inspected the site and familiarized ourselves/myself with the Contract Documents and the Specifications, dated October 23, 2015 the local conditions affecting the cost of the work, and having also received, read, and taken into account addendum nos. _____, all as prepared by and on file in the offices of DESMAN, 8000 Westpark Drive, Suite 610, McLean, Virginia 22102, hereby propose to provide all labor, materials, tools, equipment and transportation necessary to complete the work for the **2015 Priority Repairs / Maintenance of the Harrisburg International Airport Parking Garage in Middletown, PA.**, doing all work under the General Contract, as defined in the Contract Documents for the Contract amount of _____ Dollars (\$_____). This Contract is based on quantities as here in after listed for the concrete restoration work and the cost of all other work required for the completion of the project.

This Contract Amount shall be based on restoration work shown in the drawings and specifications. All items of material, labor, supplies, or equipment that are not specifically enumerated for payment as separate items, but which are reasonably required to complete the work as shown on the drawings as described in the specifications, are considered as subsidiary obligations of the Contractor. No separate measurement or payment is made for them. In performance of the work, the quantities listed below are not to be exceeded without first receiving written authorization from Owner.

The above Contract Amount includes the following:

CONTRACTOR'S NAME _____

Base Bid	Estimated Quantity	Unit Price	Cost
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BASE BID ITEM NO. 1 - WATERPROOFING REPAIRS

1(a) Replacement of Double Tee Joint Sealants: Removal of sealant material from the previously sealed double tee joints within the designated work area, cleaning and painting of all exposed precast connections (top and bottom), and cleaning and sealing the joints per detail 2/R1.	8,900 LF	\$_____/LF	\$_____
1(b) New Cove Joint Sealants: Fully remove any horizontal cove joint sealants within the designated work area (between the top of slab and vertical curb/wall surfaces), clean and paint any exposed precast connections, and install new backer rod (where applicable) and sealant as specified per detail 3/R1.	420 LF	\$_____/LF	\$_____

BASE BID ITEM NO. 2 - MISCELLANEOUS ITEMS

2(a) General Conditions: General conditions compliance and mobilization costs to set up all necessary plant equipment, etc., and facilities required by local Ordinances. Amount will include all taxes, licenses, fees, excises, insurance, permits, etc., required per Contract Documents and all work required to complete the Contract and not included in other bid items.	LUMP SUM	LS	\$_____
2(b) Miscellaneous Work: Includes providing dustproofing and partitioning around the work area; protecting existing systems and equipment, HVAC inlets and outlets from exhaust, dirt, water and dust infiltration; providing traffic routing and control; maintaining electrical services and lighting; and protecting existing utilities including, but not limited to, fire alarm system, existing light fixtures and sprinkler lines during the construction.	LUMP SUM	LS	\$_____
TOTAL BASE BID CONSTRUCTION COST (Sum of Bid Items 1 through 2)			\$_____

CONSTRUCTION TIME

The undersigned agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed", and to complete all work within the number of calendar days indicated below from and after receipt of any required permits.

BASE BID: _____ Calendar Days

RIGHT TO REJECT BIDS AND SIGNING CONTRACTS

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form within 10 days after the Contract is presented to him for signature.

BID GUARANTEE

The undersigned agrees that this bid may be held by the Owner for a period not exceeding sixty (60) days from the date set up for the opening of bids and that the bid may not be withdrawn within that period.

IN WITNESS WHEREOF the undersigned Bidder has caused its/his/her signature and seal to be affixed thereto by duly authorized officers this _____ day of _____, 2015.

Firm Name: _____

Title: _____

Telephone No: _____

Official Address: _____

Attest: _____

Secretary: _____

(Note: If bidder is a corporation, the Corporate Seal must be affixed.)

* * * * *

Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
Parking Garage Maintenance
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BIDDER'S EXPERIENCE

All questions must be answered and the date given must be clear and comprehensive. This statement must be Notarized. If necessary, questions may be answered on separate attached sheets on company letterhead. The Bidder may submit any additional information he desires regarding Bidder's experience.

- (1) Name of Bidder: _____
- (2) Permanent Main office address: _____

- (3) When organized: _____
- (4) If a corporation, where incorporated: _____
- (5) How many years have you been engaged in the contracting business under your present firm or trade name?

- (6) Contracts on hand (schedule these showing amount of each contract and the appropriate anticipated dates of completion:

- (7) General character of work performed by your company:

- (8) Have you ever failed to complete any work awarded to you? If so, where and why?

- (9) Have you ever defaulted on a contract? If so, where and why?

- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:

- (11) List the major equipment available for this contract: _____

- (12) Experience in construction work similar to this project: _____

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(13) Background and experience of the principal members of your organization, including the officers:

(14) Credit available: \$ _____

(15) Give bank references: _____

(16) Provide a detailed financial statement and furnish any other information you may deem appropriate: _____

(17) The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the **OWNER** in verification of the recitals comprising this **STATEMENT OF BIDDERS QUALIFICATIONS**.

DATED AT _____ THIS _____ DAY OF _____ 20 _____

(NAME OF BIDDER)

BY: _____

TITLE: _____

STATE/Commonwealth of: _____

COUNTY OF: _____

_____ being duly sworn deposes

and says that he/she is _____ of

(TITLE)

(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 on this _____ day of _____ 20 _____

Notary Public

My Commission Expires: _____ 20 _____

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REFERENCES

1. **COMPANY NAME:** _____
COMPANY ADDRESS: _____

TELEPHONE NO.: _____
CONTACT PERSON: _____

2. **COMPANY NAME:** _____
COMPANY ADDRESS: _____

TELEPHONE NO.: _____
CONTACT PERSON: _____

3. **COMPANY NAME:** _____
COMPANY ADDRESS: _____

TELEPHONE NO.: _____
CONTACT PERSON: _____

4. **COMPANY NAME:** _____
COMPANY ADDRESS: _____

TELEPHONE NO.: _____
CONTACT PERSON: _____

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
Parking Garage Maintenance
Project No. 2015-014**

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

a) PROJECT TITLE

Harrisburg International Airport
Parking Garage Maintenance
Project No. 2015-014

b) OWNER (SARAA)

Susquehanna Area Regional Airport Authority
Harrisburg International Airport
One Terminal Drive, Suite 300
Middletown, PA 17057

c) PROJECT LOCATION

Harrisburg International Airport
Middletown, PA 17057

2. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the General Conditions of these Contract Documents, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the qualified, responsible Bidder to whom SARAA (on the basis of SARAA's evaluation as hereinafter provided) makes an award.

3. DOCUMENTS

3.1 Complete sets of Contract Documents may be obtained and examined as stated in the Notice to Bidders.

3.2 Complete sets of Contract Documents shall be used in preparing Bids. SARAA does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

3.3 SARAA in making copies of Contract Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

4. EXPERIENCE OF BIDDERS

The Bidder Experience Form shall be submitted as part of the Bid. Upon request, the apparent low bidder shall submit a financial statement to SARAA. Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to award of the Contract. SARAA reserves the right to review bidder's financial condition in accordance with Paragraph 17.5.

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5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 5.1** Before submitting a Bid, each Bidder must:
- (a) Examine the Contract Documents thoroughly;
 - (b) Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work. Site visit should be coordinated through **SARAA**; Mr. Mark Hake, Building Maintenance Supervisor, HIA, 717-948-3900.
 - (c) Familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and,
 - (d) Study and carefully correlate Bidder's observations with the Contract Documents.
- 5.2** On request **SARAA** will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 5.3** The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Bidder in performing the Work are identified in the Supplementary Conditions, General Conditions, General Requirements, and/or on the Drawings.
- 5.4** Prior to the date set for submission of bids, Bidders shall promptly notify **SARAA** in writing of any ambiguity, inconsistency or error which they may discover upon examination of the Contract Documents, or of the site and local conditions. If the Bidder is awarded the Contract for Construction, notwithstanding any provision of the Contract Documents to the contrary, the Bidder shall not be entitled to any increase in the contract sum, or contract time, on account of any ambiguity, inconsistency or error reasonably discoverable upon examination of the Contract Documents, or of the site and local conditions, unless the pre-proposal notice required by this paragraph was given.
- 5.5** The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 5 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. **SARAA** will make no allowance or concession for a Bidder's failure to adhere to any of the requirements set forth herein.

6. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to **Desman Design Management**, in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the Contract Documents. Questions received less than **six (6)** days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Contact information for the Engineer is listed below:

Ms. Shannon Bentz
Email: sbentz@desman.com

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7. CONTRACT TIME

7.1 The work, or each identified segment thereof, shall be substantially completed within the time period set forth in Article 3 of the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement. Refer to Agreement Article 3 for details.

9. NOT USED

10. SUBCONTRACTORS

10.1 At the time of bid submission, bidders shall submit to **SARAA** a list of all Subcontractors, Major Material and Equipment Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for use under this contract. Upon request by **SARAA**, the bidder shall submit an experience statement with pertinent information as to similar projects and other evidence of qualification for any and/or all Subcontractors, Major Material Suppliers, persons, and organizations. If **SARAA**, after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, **SARAA** may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom **SARAA** does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to **SARAA**.

10.2 NOT USED

10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. BID FORM

11.1 The Bid Form is attached hereto; additional copies may be obtained from SARAA.

11.2 Bid Form must be completed in ink or by typewriter. The Proposed price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

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

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

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

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11.6 The Bids shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

12. DISQUALIFICATION

12.1 Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the Bidder cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if the Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

12.2 **SARAA** reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy **SARAA** that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

12.3 Bids shall be considered irregular for the following reasons:

- (a) If the bid is on a form other than that furnished by the **SARAA**, or, if the **SARAA**'s form is altered, or, if any part of the Bid Form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by **SARAA**.

12.4 **SARAA** may, in its sole discretion, but is not required to, overlook any irregularity and make an award as if the irregularity does not exist.

12.5 **SARAA** may, but is not required to, reject any irregular Bid as being non-responsive.

13. SUBMISSION OF BIDS

13.1 Bids shall be submitted at the time and place indicated in the Notice to Bidders or Invitation to Bidders (as applicable). The original Bid and two (2) copies shall be included in an opaque sealed package, marked with the Project title and name and address of the Bidder and accompanied by the Proposal (Bid) Security and other required documents.

13.2 Bid Security shall be made payable to **SARAA**, in an amount of ten (10) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety that is licensed to do business in the Commonwealth of Pennsylvania, included on the approved list of sureties issued by the United States Department of Treasury, and with a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A-.

13.3 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Intent to Award, **SARAA** may annul the Notice of Intent to Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom **SARAA** believes to have a reasonable chance of receiving the award may be retained by **SARAA** until the earlier of the seventh (7th) day after

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the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty first (61st) day after the bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid Award.

13.4 NOT USED

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of Bids.

14.2 Withdraw of Bids after bid opening shall be governed by, and in strict accordance with Act 1974, Jan. 23 P.L.9, No. 4 (73 P.S. §§ 1601 to 1608). A bidder may withdraw its bid from consideration within twenty-four (24) hours after bids are opened. Bidder shall file a duly signed written notice with **SARAA** and promptly thereafter demonstrates that there was a material and substantial mistake in the preparation of his Bid without forfeiting its bid security if the bid was submitted in good faith, and the bidder submits credible evidence that the reason for the mistake in price was a clerical mistake as opposed to a judgment mistake, and was actually due to an intentional and substantial arithmetical error, or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid. Notice of a claim of the right to withdraw must be submitted in writing to the contracting body within two business days of the bid opening, and the withdrawal of the bid may not result in the awarding of the contract on another bid of the same bidder, or to any other person or entity in or with who the bidder has a substantial interest. No bidder who is permitted to withdraw its bid shall supply material to, or perform any work as, a subcontractor or supplier on the project for which the bid was withdrawn, without the written approval of the contracting body. If a bid is permitted to be withdrawn, and the contracting body rejects all bids and resubmits the project for rebidding, the withdrawing bidder shall not be permitted to resubmit a bid for the Project.

15. OPENING OF PROPOSALS

15.1 Bids will be opened as stated in the Notice of Invitation to Bid and Instruction to Bidders (as applicable).

15.2 NOT USED

16. BIDS TO REMAIN OPEN

All Bids shall remain open for Sixty (60) calendar days after the day of the Bid opening, but **SARAA** may, in their sole discretion, release any Bid and return the Bid Security prior to that date. If award of the contract is delayed due to the required approval of another government agency, the sale of bonds, or the award of grant or grants; in which case, bids shall be irrevocable for one hundred twenty (120) calendar days in compliance with Act 317 of 1978 approved November 26, 1978.

17. AWARD OF CONTRACT

17.1 **SARAA** reserves the right to reject all Bids, for any reason, or no reason at all; to waive any and all informalities; and/or defects consistent with Paragraph 12; and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will

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be resolved in favor of the correct sum.

- 17.2** In evaluating Bids, **SARAA** shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms.
- 17.3** **SARAA** shall have the right to reject any and all Additives or to accept Additives in any order or combination that **SARAA** believes best furthers its interest. The Contract Time shall not be increased on account of the acceptance of any one or combination of Alternates, accept as noted here and before.
- 17.4** **SARAA** may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by **SARAA**.
- 17.5** **SARAA** may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to **SARAA's** satisfaction within the prescribed time. Any additional information requested by **SARAA** to assist in the evaluation of the Bids shall be provided by the Bidder as requested. Failure of the Bidder to comply and provide the information requested by **SARAA** may result in the subject Bidder being considered non-responsible. Request for additional information pursuant to this paragraph shall not be construed as a waiver of any defect in the bid.
- 17.6** **SARAA** reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to **SARAA's** satisfaction.
- 17.7** As determined by **SARAA** in its sole discretion, if the contract is to be awarded it will be awarded to the lowest, responsive and responsible Bidder. The scope of work to actually be awarded will be dependent upon available project budget.
- 17.7.1** **SARAA** intends to award the contract to the lowest responsive and responsible Bidder.
- 17.7.2** **SARAA** will award this bid based upon the Base Bid only.
- 17.7.3** **NOT USED**
- 17.7.4** **NOT USED**
- 17.8** If the contract is to be awarded, **SARAA** will give the Successful Bidder a Notice of Intent to Award within ninety (90) days after the day of the Bid opening.
- 17.9** **SARAA** reserves the right to consider the extent to which the base bid amount of a bid varies from the Engineer's estimate in evaluating a bidders's responsibility, responsiveness and ability to perform the work for the amount set forth in the base bid.

18. WAIVER OF LIEN AND PERFORMANCE AND OTHER BONDS

- 18.1** The successful Bidder awarded the Agreement for the Project shall execute and record with the County's

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Prothonotary's Office where the work is being performed, the Waiver of Liens form contained in this Invitation to Bid. A copy of the recorded Waiver of Liens must be submitted to **SARAA** within the time period required.

- 18.2** The Bid, Payment and Performance Bonds required by this section shall be issued by a surety that is licensed to do business in the Commonwealth of Pennsylvania, included on the approved list of sureties issued by the United States Department of Treasury and with a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A-.

19. SIGNING OF AGREEMENT

When **SARAA** gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents. Within twenty (20) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to **SARAA** with all Contract Documents attached. Within ten (10) days thereafter **SARAA** will deliver all fully signed counterparts to Contractor.

20. SPECIAL LEGAL REQUIREMENTS

Where indicated, this Contract may be subject to the written approval of the Federal Aviation Administration, and/or the Commissioner of Pennsylvania Department of Transportation and will not be binding until so approved.

21. SALES TAX

The contractor shall pay all sales, consumer, use and other similar taxes required to be paid by **CONTRACTOR** in accordance with the laws and regulations of the place of the project, which are applicable during the performance of the work.

22. LAWS AND REGULATIONS

All applicable federal, state and local laws, ordinances, regulations, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout, whether or not specifically cited in any of the Contract Documents, and will be deemed to be included in the Contract, the same as though herein written out in full.

23. COORDINATION WITH OTHERS

The Contractor, in carrying out his work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or operations at the Airport unless otherwise indicated in the General Conditions or Requirements.

24. NOT USED

25. NON-COLLUSIVE BIDDING CERTIFICATE

All contractors bidding under the provisions of the specification are subject to provisions of the Pennsylvania Antibri-gging Act, 73 P.S. 1611 et seq. A signed non-collusive affidavit is required to be submitted with each proposal in the form specified with the proposal documents.

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26. SAFETY

All Bidders shall be fully aware of federal, state, or local laws and regulations pertaining to construction site safety and perform work in full accordance therewith.

27. ESCALATION OF COST

The Contractor shall not be entitled to extra reimbursement due to escalation of cost. The Contractor shall not be entitled to any extra reimbursement or payment of any kind due to escalation of cost of labor, materials or equipment. All such costs, including any escalation, are presumed to be factored in the Contractor's bid.

28. UNIT PRICES

Unit prices will be provided where called for in the Bid Form.

29. NOT USED

30. NOT USED

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HARRISBURG INTERNATIONAL AIRPORT
Parking Garage Maintenance
Project No. 2015-014**

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between **Susquehanna Area Regional Airport Authority, Dauphin County, Pennsylvania**, hereinafter called “**SARAA**” and

a Corporation known as _____

organized and existing under the laws of the State of _____

--or--

a Partnership known as _____

consisting of the following members: _____

--or--

an Individual _____

trading as _____

hereinafter called **CONTRACTOR**.

WITNESSETH that **SARAA** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all work as specified and indicated in the Contract Documents for Project #2015-014, Parking Garage Maintenance, located at Harrisburg International Airport in Middletown, Pennsylvania. The work generally consists of maintenance of the Parking Garage at Harrisburg International Airport for the Susquehanna Area Regional Airport Authority (SARAA).

ARTICLE 2 - OWNER

The “**OWNER**” for the Project is the Susquehanna Area Regional Airport Authority and will assume all duties and responsibilities and has the rights and authority assigned in the Contract Documents in connection with completion of the work in accordance with Contract Documents.

ARTICLE 3 – CONTRACT TIME

3.1 The Work, or each identified segment thereof, shall be substantially completed within 21 calendar days.

3.2 Final completion shall be achieved within thirty (30) days after substantial completion is certified by the “**DESIGNER OF RECORD**” in accordance with the General Conditions, and any supplements thereto.

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- 3.3 **SARAA** and **CONTRACTOR** recognize that time is of the essence for this Agreement and that **SARAA** will suffer financial loss if the work is not substantially complete within the time periods specified in paragraph 3.1 and 3.2 above, plus any extensions thereof allowed in accordance with the Contract Documents. **SARAA** and **CONTRACTOR** further recognize the delays, expense and difficulties in proving the actual loss suffered by **SARAA** if the work is not completed within the time period specified in this Article and the Contract Documents. Accordingly, **SARAA** and **CONTRACTOR** agree that for each day the work continues beyond the substantial completion date identified in Paragraph 3.1, the **CONTRACTOR** will reimburse **SARAA** as liquidated damages (and not as a penalty), the amount of Five Hundred Dollars and Zero Cents \$500.00/day until the actual date of substantial completion is achieved. Such liquidated damages will continue to be assessed until work is brought to substantial completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 **SARAA** shall pay the **CONTRACTOR** for performance of the Work in accordance with the Contract Documents, for each item and dollar amount listed in Bid Proposal for a
Total Base Bid Contract Amount \$ _____
- 4.2 **SARAA** shall have the option at any time during the progress of the work to delete any Work Item(s) set forth in paragraph 4.1 above, in which case the Contract Price shall be reduced by the lump sum amount(s) of that Work Item(s) as set forth in paragraph 4.1 above.
- 4.3 Under no circumstances shall the **CONTRACTOR** be entitled to an increase in the Contract Price, or for that payment of any additional amounts and/or damage as a result of **SARAA's** deletion of any Work Item(s).
- 4.4 There shall be no limit on the number of Work Items that **SARAA** may delete from the Work.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.1 In exchange for the performance of the **CONTRACTOR's** work, **SARAA** will pay the **CONTRACTOR** the Contract Price in accordance with the Contract Documents. Monthly progress payments will be made to the **CONTRACTOR** based upon completed work verified by the **OWNER**. Payments will be made to the **CONTRACTOR** by **SARAA** in accordance with the General Conditions. Payments will be made to the **CONTRACTOR** by **SARAA** within thirty (30) days of the date of invoice for verified completed work.
- 5.2 Retainage in the amount of 10% of the amount due Contractor shall be withheld until 50% of the Project is complete. When the Project is 50%, one-half of the amount retained shall be returned to the Contractor, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding, as determined by **SARAA** in its sole discretion. After the Project is 50% complete and Contractor has satisfied the conditions for reduction of retainage set forth above, retainage on payments due thereafter shall be at 5% of the amount due until substantial completion is achieved.
- 5.3 **Payment by Contractor to Subcontractor**
- 5.3.1 Within fifteen (15) days of the receipt of any payment from **SARAA**, **CONTRACTOR** shall pay each of his Subcontractors and Materialmen the proceeds from the payment representing the value of the Work performed and/or materials furnished by the Subcontractor and/or Materialman and reflecting the percentage of the Subcontractor's Work completed or the Materialman's material supplied in the requisition approved by **SARAA** and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or Materialman which have not been suitably discharged and less any retained amount as provided for in the **CONTRACTOR's** Agreement with said Subcontractor or Materialman. In no event shall any

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such retainage exceed the percentage amount being withheld by **SARAA** from **CONTRACTOR** on account of Subcontractor and/or Materialman's Work.

- 5.3.2 **CONTRACTOR** shall require in its written Agreement with Subcontractor and/or Materialman that, within fifteen (15) days of receipt of payment from **CONTRACTOR**, Subcontractor and/or Materialman shall pay each of his Subcontractors and Materialman in the same manner as **CONTRACTOR** has paid Subcontractor.
- 5.3.3 Nothing provided herein shall create any obligation on the part of **SARAA** to pay or to see to the payment of any monies to any Subcontractor or Materialman from any Contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or Materialman and **SARAA**.

ARTICLE 6 - INSURANCE

- 6.1 **CONTRACTOR** shall procure and maintain insurance for protection from claims under Workers' Compensation Acts, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

Workers Compensation and Employer's Liability Insurance:

1. Worker's Compensation – Pennsylvania Statutory Coverage.
2. Minimum amounts of employer's liability insurance shall be as follows:
\$200,000 – Each Accident
\$1,000,000 – Policy Limit
\$200,000 – Disease – Each Employee

General Liability Insurance:

\$5,000,000 – Aggregate
\$5,000,000 – Each Occurrence

Automobile Liability Insurance for all automobiles, trucks and similar equipment owned, leased rented:

Minimum amounts for Automobile Liability Insurance shall be as follows:

\$1,000,000 – Bodily Injury (Per Person)
\$3,000,000 – Bodily Injury (Per Accident)
\$3,000,000 – Property Damage

Environmental Pollution Liability Insurance:

\$1,000,000 – Policy Limit
The Contractor shall, at its own expense, procure and maintain Environmental Protection Liability coverage in the amount of \$1,000,000 Policy Limit, insuring its operation, itself, and SARAA against any leaks, spills or environmental cleanups for the benefit of SARAA and itself.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce **SARAA** to enter into this Agreement, **CONTRACTOR** makes the following representations:

- 7.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

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- 7.2 **CONTRACTOR** has studied carefully all reports of investigations and latent physical conditions at the site or otherwise affecting cost progress or performance of the Work that were relied upon by SARAA in the preparation of this Agreement.
- 7.3 **CONTRACTOR** has made or caused to be made examinations, investigations and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
- 7.4 **CONTRACTOR** has carefully examined the plans, the specifications and the site of the Work, and that from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and general local conditions, and all other materials and/or issues that may in any manner affect the cost, progress or performance of the Work.
- 7.5 **CONTRACTOR** is financially solvent and experienced in, and competent to perform the Work required by the Contract Documents.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between **SARAA** and **CONTRACTOR**, consist of the following:

PROCUREMENT AND CONTRACTING REQUIREMENTS

- Invitation To Bidders
- Bid Proposal Form
- Bidder's Experience
- Instructions to Bidders
- Agreement
- Bid Bond
- Non-Collusion Affidavit
- Consent of Surety
- Five-Year Corrective Certificate
- Performance Bond
- Payment Bond
- Waiver of Lien
- Contractor Integrity Provisions
- General Conditions
- List of Drawings

DIVISION 01 – GENERAL REQUIREMENTS

- Summary of Work
- Unit Prices
- Submittals
- Product Substitutions
- Project Close-Out
- Warranties

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DIVISION 07 – THERMAL & MOISTURE PROTECTION

Sealants and Caulking

DIVISION 09 - FINISHES

Painting

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification.

ARTICLE 9 - MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 **SARAA** and **CONTRACTOR** each binds himself, his partner, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 Partial Invalidity. If any term, part, provision, section, subdivision or paragraph of these Contract Documents shall be held unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions and paragraphs thereof.
- 9.4 The Contractor shall have full responsibility for safety for his contract work and shall indemnify, defend and hold harmless the Owner, its directors, officers, agents, employees and sub-consultants (regardless of tier) from and against all claims, damages, costs, and expenses, including, but not limited to, attorney fees, arising out of any unsafe condition on the site.

The Contractor shall have full and sole responsibility and control of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

The Contractor shall have full and sole responsibility to carry out the Work in accordance with the Contract Documents. The Owner and the Airport Management shall not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees or any other persons performing any of the Work.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement. As a minimum, one counterpart each has been delivered to **SARAA** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **SARAA** and **CONTRACTOR** on their behalf

This Agreement will be effective on _____, 20____.

OWNER:

Susquehanna Area Regional Airport Authority
Dauphin County, Pennsylvania

_____/s/
Executive Director

CONTRACTOR:

_____/s/
President

_____/s/
Treasurer

(CORPORATE SEAL)

TIN or SSN Number

Attest:
_____/s/
Secretary

Address for Giving Notices:

Susquehanna Area Regional Airport Authority
Engineering Department
One Terminal Drive, Suite 300
Harrisburg International Airport
Middletown, PA 17057

Address for Giving Notices:

Agent for Service of Process:

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BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

of _____ as Principal,

and _____ a corporation organized and

existing under the laws of the State of _____ and authorized to do business in the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the Susquehanna Area Regional Airport Authority, Dauphin County, Pennsylvania, as Oblige, in the full and just sum of

_____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its Bid Proposal for the project Parking Garage Maintenance, Project No. 2015-014, at Harrisburg International Airport in Middletown, Pennsylvania.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be given Notice of Intent to be awarded the Contract, the said Principal will, within the time required, give good and sufficient Bonds to secure the performance of the Terms and Conditions of the Contract and enter into an Agreement, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Oblige the full amount of the Bid Security.

Signed, Sealed and Delivered this _____ day of _____, 20_____.

Attest

PRINCIPAL

_____/s/
Secretary

By: _____/s/
President/Owner

(SEAL)

SURETY

_____/s/
Witness

By: _____/s/
Attorney-in-Fact

(SEAL)

NOTES:

Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

If the Contractor is a Partnership, all partners shall execute the bond.

Surety companies executing bonds must appear on the U.S. Department of the Treasury most current Bond List (Circular 570 as amended). Bond amounts are subject to the underwriting limitation listed in the most recent Circular 570.

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____, being first duly sworn, deposes and says that:

He/She is _____ of _____,
(Owner, Partner, Officer, Representative, or Agent) (Name of Firm)

the Bidder 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 overhead. 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 **SARAA** 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 **SARAA**, which the Bidder will be required to perform.

I state that _____ understands and acknowledges that the above
(Name of Firm)

representations are material and important, and will be relied on by **SARAA** 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 **SARAA** of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public My commission expires _____

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CONSENT OF SURETY

Pursuant to the provisions of the laws of the State of _____, the
_____ Corporation, organized and existing under the laws of the
State of _____, certifies and agrees that if
_____ is awarded Contract
(Name of Bidder)

Harrisburg International Airport
(Name of Airport)

Parking Garage Maintenance
(Name of Project)

2015-014
(Contract #)

project, the undersigned corporation will execute the bonds as required by the Contract Documents for the faithful performance of all provisions of the Contract Documents.

(SURETY)

(To be accompanied by Proof of Authority of officers of surety company to execute the same).

CERTIFICATE OF FIVE YEAR CORRECTIVE PERIOD

Date of Issuance _____

THIS IS TO CERTIFY THAT, In accordance with the terms of a contract executed the
____ day of _____, 20____ by and between _____ Contractor,
and _____ Owner,
for _____

The five year period for correcting work found to be defective or not in accordance with
the Contract Documents as stipulated in the General Conditions to the contract, by the above
named contractor, will expire the ____ day of _____ 20____. The status of account under
the above contract is as follows:

Original Contract Sum	\$ _____
Additions	\$ _____
Original sum plus additions	\$ _____
Deductions	\$ _____
Final contract sum	\$ _____
Total certified to the Owner	\$ _____
Leaving not yet certified	\$ _____

DESMAN

The Contractor, having examined the above Certificate, finds it correct and
acknowledges receipt, upon the ____ day of _____, 20____, of said certificate.

_____ Contractor

by _____

NOTE: Work to be corrected within this period does not cover any normal maintenance work
which has been abused or neglected by the Owner or his successor. The issuance of this
Certificate and its acceptance are his without prejudice to any other rights of the Owner or
Contractor under their Contract.

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PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the "Principal")

_____ of _____
(Name of Contractor) (Address)

_____ of _____

_____ of _____

_____ of _____

and _____ of _____

(hereinafter called the "Surety") are held and firmly bound unto the Susquehanna Area Regional Airport Authority (hereinafter called the "OWNER" in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and or assigns and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

2. **Whereas**, Said Principal has entered into a certain written Agreement bearing date on the _____ day of _____ 20 ____ A.D., with said OWNER for Parking Garage Maintenance at Harrisburg International Airport for the Susquehanna Area Regional Airport Authority upon certain terms and conditions in said agreement more particularly mentioned, and fully and specifically described in certain specifications made part of said agreement; and

WHEREAS, it was one of the conditions of the award of OWNER pursuant to which said agreement was entered into that these presents shall be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

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Whenever Contractor shall be, and declared by OWNER to be in default under the Agreement, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Agreement in accordance with the terms and conditions, or
- 2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for an agreement between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the agreement price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to Contractor under the agreement and any amendments thereto, less the amount properly paid by OWNER to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Agreement falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

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When Contractor is an Individual:

Witness

By: _____
(Signature of Individual)

Witness

(Printed Name of Individual)

(Address)

ACKNOWLEDGEMENT:

STATE OF _____)
SS:
COUNTY OF _____)

Before me personally appeared _____
to me well known and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ____ day of _____, A.D. 20 ____.

Notary Public

State of _____ at large

My Commission expires _____.

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When Contractor is a sole proprietorship or operates under a trade name.

(Printed Name of Firm)

(Signature of Individual)

By: _____

(Printed Name of Individual)

(Address)

ACKNOWLEDGEMENT:

STATE OF _____)

SS:

COUNTY OF _____)

Before me personally appeared _____
to me well known and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, A.D. 20____.

Notary Public

State of _____ at large

My Commission expires _____.

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When Contractor is a Partnership:

(Printed Name of Partnership)

Witness

By: _____
(Signature of Partner)

Witness

(Printed Name of Partner)

(Address)

ACKNOWLEDGEMENT:

STATE OF _____)
SS:
COUNTY OF _____)

Before me personally appeared _____
to me well known and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, A.D. 20_____.

Notary Public

State of _____ at large

My Commission expires _____.

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When Contractor is a Corporation:

(CORPORATE SEAL)

(Printed Name of Corporation)

By: _____

(Signature of President or Vice President)

(Printed Name of President or Vice President)

(Business Address of Corp.)

ACKNOWLEDGEMENT:

STATE OF _____)

SS:

COUNTY OF _____)

Before me personally appeared _____ and _____,
to me well known and known to me to be the individuals described in and who executed the foregoing instrument as
President of the above named _____ Corporation, and acknowledged that he
executed such instrument as such _____ President and of said corporation, and that the seal of said corporation and
that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed
of said corporation.

WITNESS my hand and official seal, this _____ day of _____, A.D. 20 _____.

Notary Public

State of _____ at large

My Commission expires _____

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SURETY:

(CORPORATE SEAL)

(Printed Name of Surety)

By:_____.

(Printed Name of Attorney-in-Fact)

NOTE: (The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company.)

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LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____,
(Name of Contractor)
a _____ corporation, of _____,
(Address of Contractor)
as Principal (hereinafter call the "Principal"), and _____,
(Name of Surety)
a _____ corporation, of _____,
(Address of Surety)

as Surety (hereinafter called the "Surety"), are held and firmly bound unto the **SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY**; One Terminal Drive, Suite 300, Middletown, PA 17057; (hereinafter called the "Obligee"), in the sum of _____
DOLLARS (\$_____), for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal and the Obligee have entered into a written Contract for Construction (hereinafter called the "Contract"), for the construction of the Project, or that portion thereof, as described therein, all as more fully described and mentioned in said Contract and the Contract Documents identified therein, which are hereby incorporated in and made a part of this Bond with the same force and effect as if fully set forth at length herein; and

WHEREAS, Obligee is a "contracting body" under the 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," 8 P.S. §191 et seq. (the "Act"); and

WHEREAS, the Act requires that before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Labor and Material Payment Bond to the Obligee; and

WHEREAS, the Contract and the Contract Documents identified therein also require the Principal to furnish this Labor and Material Payment Bond to the Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal and any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted, shall promptly make payment to all claimants, as hereinafter defined, for all material furnished and labor supplied or performed, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the Project site), then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. This Bond shall be solely for the protection of claimants supplying labor or materials in the prosecution of the Work provided for in the Contract to the Principal or to any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted. A Claimant is defined as a person, co-partnership, association or corporation who has furnished material or supplied or performed labor in the prosecution of the Work under the Contract, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the Project site).

2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has performed labor or furnished material in the prosecution of the Work

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under the Contract and who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which it claims payment, may bring an action on this Bond in its own name, in assumpsit, to recover any amount due it for such labor or material and may prosecute such action to final judgment and have execution on the judgment. The provisions of this Bond shall be applicable whether or not the material furnished or the labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) if the claimant has a direct contractual relationship with any Subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, unless such claimant shall have given written notice to the Principal within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing same registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the manner now or hereafter provided by law for the service of a summons, except that such service need not be made by a public officer;

(b) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;

(c) other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder by Surety.

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
Parking Garage Maintenance
Project No. 2015-014**

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this Bond to be duly executed and acknowledged by their duly authorized officers or representatives this _____ day of _____, 20____.

(Corporate Seal)

Attest:

(Name of Principal)

By: _____

Title: _____

(Secretary)

(Name of Surety)

(Corporate Seal)

Attest:

By: _____

Title: _____

(Secretary)

NOTE: An original Power of Attorney bearing same date as Bond must be attached.

SURETY INFORMATION: Failure to complete the following information may result in rejection of bond.
Point of Contact Information

Contact's Name

Contact's Address

County

State, Zip Code

Contact's Phone No.

Contact's Fax No.

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
Parking Garage Maintenance
Project No. 2015-014**

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:
: ss.
COUNTY OF _____:

On this _____ day of _____, 20____, before me appeared _____, to me known, who being by me duly sworn, did depose and say that (s)he resided in _____; that (s)he is the _____ of, the corporation (Principal) described in and which executed the foregoing Labor and Material Payment Bond (hereinafter "Bond"); that (s)he knew the seal of said corporation; that the seal affixed to the foregoing Bond is the corporate seal of said corporation; and that the foregoing Bond was signed, sealed and delivered on behalf of said corporation by its authority duly given as the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, the said _____ has subscribed and sworn to the foregoing oaths before me, and I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)
My Commission Expires:

NOTARY PUBLIC

Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
Parking Garage Maintenance
Project No. 2015-014

WAIVER OF LIEN

This instrument is executed on the _____ day of _____, 20____ by _____ (the "Contractor"), for the benefit of the Susquehanna Area Regional Airport Authority ("Owner"), a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania.

W I T N E S S E T H

- A. Owner has entered into an Agreement with Contractor for Project No. **2015-014** (the "Contract") to/for

PARKING GARAGE MAINTENANCE

- B. By the terms of the Contract, Contractor has covenanted, promised and agreed that no mechanics' or materialmen's liens will be filed or maintained against the Project or the estate or title of Owner in the Project or any part thereof, or the appurtenances thereto, either by itself or anyone else for or on account of any work, labor or materials supplied in the performance of the Contract, or under any supplemental contract or for extra work, or in the erection, construction or completion of the Project or any appurtenance thereto.

NOW, THEREFORE, in consideration of the covenants contained in the Contract and other lawful consideration the receipt of which is acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

- (1) **WAIVER OF LIEN.** Contractor, for itself, its subcontractors, materialmen, laborers, suppliers, and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree, to the extent permitted by law, that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the Project, or the appurtenances thereto, by or in the name of Contractor, or any subcontractor, materialman, laborer or supplier for work done or materials furnished under the Contract, or by any other party acting through or under them or any of them for and about the Project or any part thereof.
- (2) **INDEPENDENT COVENANT.** This Agreement, waiving the right of lien, shall be an independent covenant, shall operate and be effective irrespective of Owner's performance under the Contract, and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the Project.
- (3) **REMOVAL OF ANY LIEN.** If any such mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the Project, or appurtenances thereto, Contractor promptly and at its expense shall cause such lien to be removed or satisfied.
- (4) **POWER OF ATTORNEY TO SATISFY LIEN.** In order to give Owner full power and authority to protect itself, the Project, the estate or title of the Owner therein, and the appurtenances thereto, against any and all liens filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant, the Contractor, to the extent permitted by law, hereby irrevocably authorizes and empowers any lawful Attorney to appear as Attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the Contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or cause to be filed and served in connection with such lien or liens, any pleading or instrument and to incorporate therein the waiver contained in this instrument. The Contractor for itself, and for any of its subcontractors, materialmen, laborers and/or suppliers, does

Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
Parking Garage Maintenance
Project No. 2015-014

hereby remiss, release and quit claim all rights and all manners of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, or instrument.

- (5) **WORK NOT COMMENCED.** Contractor hereby represents and warrants that no work of any kind or nature has yet been done on the Project and no materials whatsoever have as yet been furnished to the Project by anyone under, toward or in connection with the execution or performance of the Contract and that no such work shall be done and no such materials shall be furnished until receipt of notice from Owner authorizing the same.
- (6) **FILING WITH PROTHONOTARY.** This instrument is made and intended to be filed with the Prothonotary Office located in the area of the Project's job site, in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania.

IN WITNESS THEREOF, the undersigned Contractor has executed this instrument as of the day and year first above written.

ATTEST:

CONTRACTOR:

(SEAL)

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF _____:

On this the _____ day of _____ 20____, a Notary Public in and for the Commonwealth of Pennsylvania personally appeared _____ who acknowledged _____self to be the _____ of a Pennsylvania Corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with SARAA.
 - b. Consent means written permission signed by a duly authorized officer or employee of SARAA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, SARAA shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement with SARAA, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - d. Financial interest means:
 - (1) ownership of more than a five percent interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than normal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations or other requirements.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
4. The Contractor shall not, in connection with this or any other agreement with SARAA, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of SARAA.
5. The Contractor shall not, in connection with this or any other Agreement with SARAA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of SARAA.
6. Except with the consent of SARAA, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person,

any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.

7. Except with the consent of SARAA, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify SARAA in writing.
9. The Contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of SARAA or an appropriate governmental authority, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by SARAA or an appropriate governmental authority to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Agreement unless otherwise provided by law.
11. For violation of any of the above provisions, SARAA may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with SARAA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those SARAA may have under law, statute, regulation or otherwise.

SARAA CONTRACT

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS (the "Conditions") are incorporated into and become a part of the Agreement (the "Agreement"), dated _____, _____, by and between the **SUSQUEHANNA AREA REGIONAL AIRPORT SARAA** ("SARAA") and _____ (the "Contractor").

1. **Conditions Incorporated.** These Conditions are incorporated into the Agreement and made a part thereof as if fully set forth therein. In the event of any inconsistencies between the Agreement and the Conditions, the terms and conditions of the Conditions shall control. The Agreement (with the Conditions incorporated) represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral.

2. **Interference or Disruption of SARAA's Operations.** The Contractor shall, at all times, perform its obligations under and exercise any privileges granted by the Agreement in such a manner as to avoid interference with or disruption of all operations at the Harrisburg International Airport and/or the Capital City Airport (collectively the "Airport"). Furthermore, Contractor acknowledges and agrees that any rights or privileges granted to the Contractor by the Agreement are subordinate to SARAA's obligations, as owner of the Airport, to the general public, the airlines, the tenants and the Federal Aviation Administration ("FAA") at the Airport.

3. **Compliance with Laws and Rules.** In carrying out any activities at the Airport, Contractor shall comply strictly with all requirements of all rules established by SARAA from time to time for activities at the Airport and all governmental authorities having jurisdiction at the Airport, and with all state, federal and municipal statutes, ordinances, regulations, rulings, and other governmental requirements which are or may at any time hereafter become applicable to the Airport, the activities conducted thereon, and/or to the Contractor, including, without limitation, SARAA's Master Security Plan and/or the FAA security regulations. Failure of the Contractor to take corrective action within ten (10) days from any written notice from SARAA of any violation of any rule or governmental requirement shall, at the option of SARAA, and in addition to any assessment or imposition of any other penalty by law, be cause for immediate termination of the Agreement.

4. **Representations and Warranties of Contractor.** In addition to, and not in substitution of, any representation and warranty of Contractor made in the Agreement, Contractor hereby represents and warrants that:

(i) Contractor is either (a) incorporated in or has a certificate of authority to do business in the Commonwealth of Pennsylvania, or (b) is sui juris and of full capacity to execute and deliver the Agreement, and to perform all obligations thereunder;

(ii) the persons executing the Agreement on behalf of the Contractor are duly authorized to do so and to legally bind the Contractor without further approvals or authorization of the directors, partners, officers or shareholders of the Contractor;

(iii) the Contractor has the requisite power and authority to enter into and carry out the terms of the Agreement and no further notice to or approval of any board, court, government agency or other body, person or entity is necessary in order to permit the Contractor to perform under the Agreement;

(iv) the Agreement constitutes a legal, valid and binding obligation of the Contractor, enforceable against Contractor in accordance with its terms; and

(v) the execution and delivery of the Agreement by the Contractor and the performance of the Agreement by the Contractor will not violate any existing order, judgment or decree, or violate or conflict with or result in a breach of any provision of or constitute a default under, any existing indenture, loan document, security instrument or other agreement or instrument to which the Contractor is a party or to which the Contractor is otherwise bound.

5. **Insurance**. Contractor, at Contractor's sole cost and expense, shall maintain and keep in effect throughout the term of the Agreement:

(a) Insurance on an occurrence basis against claims for personal injury (including death) and property damage arising from occurrences on, in or about the Airport, with broad form contractual liability coverage, under a policy or policies of comprehensive general liability insurance or commercial general liability insurance, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for the acts and omissions of Contractor, its subcontractors and their respective employees, officers, partners, agents or invitees. Without limitation of the foregoing, within thirty (30) days after SARAA's request, Contractor shall have such annual aggregate increased to such amount as SARAA may reasonably request by reason of occurrences during any policy year.

(b) Contractor shall obtain and continuously maintain in full force and effect worker's compensation and employer's liability insurance with statutory benefits, voluntary compensation coverage and employer's liability limits of not less than One Hundred Thousand and 00/100ths Dollars (\$100,000.00) each accident, One Hundred Thousand and 00/100ths Dollars (\$100,000.00) each employee for disease, and Five Hundred Thousand and 00/100ths Dollars (\$500,000.00) policy limit for disease.

- (c) Automobile Liability coverage to include:
- 1) All Owned, Hired and Non-Owned Vehicles (Any Auto)
 - 2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - 3) \$1,000,000 Bodily Injury (per person)

\$1,000,000 Bodily Injury (per accident)

\$2,000,000 Property Damage

(d) The policies of insurance described above, shall name SARAA (and such other parties as SARAA may from time to time specify) as additional named insured(s) as their interests may appear. The policies of the insurance described in (a) shall contain a severability of interests endorsement, and shall state that they are primary over any insurance carried by SARAA or such other parties; however, in lieu of including SARAA and other parties specified by SARAA as named insureds in Contractor's liability insurance policy, Contractor may include them in such policy as additional insureds if Contractor also provides SARAA and any other parties specified by SARAA with a separate policy of

insurance having the limits specified in (a) and in which they are the only named insureds, in which case Contractor's policy and such separate policy shall each state that they are primary over any insurance carried by SARAA or such other parties.

(e) Each insurance policy under this Agreement shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to SARAA and each policy shall be issued by an insurer with a general policy holder's rating of not less than "A-" in the most currently available Best's Key Rating Guide, licensed to do business in the Commonwealth of Pennsylvania. Forthwith upon the execution of this Agreement, each policy (or a duplicate original thereof) shall be delivered by Contractor to SARAA. At least thirty (30) days before any policy shall expire, Contractor shall deliver to SARAA a replacement policy meeting the foregoing requirements, and at least ten (10) days prior to the date that the premium on any policy shall become due and payable, Contractor shall cause SARAA to be furnished with satisfactory evidence of its payment. Each policy shall have attached thereto an endorsement to the effect that no act or omission of Contractor shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as SARAA may from time to time reasonably require.

(f) If Contractor shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish SARAA with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, within the time required as set forth above, SARAA shall have the right, at SARAA's option and without regard to any opportunity to cure provided for elsewhere in this Agreement, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance which Contractor should have paid for. All such payments made by SARAA shall be recoverable by SARAA from Contractor on demand.

(g) If Contractor fails to provide and keep in force insurance as aforesaid, SARAA shall not be limited in the proof of any damages which SARAA may claim against Contractor to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but SARAA shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Agreement, and damages, expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when Contractor shall have failed to provide or keep in force insurance as aforesaid.

(h) Contractor may carry any insurance required by this Paragraph under a blanket policy for the risks and in the amounts required pursuant to this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy and that such policy shall provide that the coverage thereunder for the Airport and occurrences in, or about the Airport shall not be diminished by occurrences elsewhere.

(i) The Contractor agrees that SARAA shall not be liable for and hereby releases SARAA from (i) any injury to the Contractor's business or any loss of income therefrom or for damage to any machinery or equipment or other property of the Contractor, or the Contractor's officers, partners, employees, agents, or invitees; (ii) the loss of or damage to any property of the Contractor by theft or otherwise; or (iii) any injury or damage to property resulting from fire, steam, electricity, gas, water, rain or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances,

plumbing, air conditioning or HVAC systems or lighting fixtures, or from any other case whatsoever (whether similar or dissimilar to those above specified), whether the said damage or injury results from conditions arising at the Airport, or from other sources or places, except to the extent directly caused by the SARAA's gross negligence or intentional misconduct.

6. **Indemnification.** Subject to the limitation set forth below, Contractor agrees to indemnify and hold SARAA harmless from and against any and all claims, including all reasonable attorney fees and other expenses of SARAA, for, or in connection with, any accident, injury or damage whatsoever caused to any person or property and arising, directly or indirectly, out of the business conducted at the Airport or occurring in, on or about the Airport or any part thereof or arising directly or indirectly from any act or omission of Contractor or any subcontractor, or their respective officers, partners, agents, employees, invites or licensees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, including reasonable attorney fees, except to the extent directly caused by SARAA's gross negligence or intentional misconduct.

7. **Environmental Laws.**

(a) Contractor covenants and agrees (i) to comply with all applicable environmental laws, (ii) not to discharge, dump, spill, handle or store at the Airport any hazardous substances, materials, or wastes (as defined in any environmental law, as defined below), (iii) not to disturb the surface of the Airport (except as expressly provided in the Agreement or as approved in writing by SARAA), and (iv) to provide to SARAA, immediately upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of Contractor under environmental laws or which seeks criminal or punitive penalties from Contractor for an alleged violation of environmental laws. Regardless of the foregoing, Contractor may handle and store hazardous substances and materials at the Airport as may be customarily handled and stored in connection with the operation of Contractor's business so long as such substances and materials are stored and handled in accordance with all environmental laws (as defined below). Contractor further agrees to advise the SARAA in writing as soon as Contractor becomes aware of any condition or circumstance which may result in a potential violation of any environmental laws. This provision shall not relieve Contractor from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

(b) If in the opinion of SARAA, there exists any uncorrected violation by Contractor of an environmental law or any condition resulting from the acts or omissions of Contractor, its subcontractors, or their officers, partners, employees, agents, contractors or invitees which requires, or may require, a cleanup, removal or other remedial action (the "Remedial Action") by Contractor under any environmental laws and if the Remedial Action is not completed by Contractor within fifteen (15) days from the date of written notice from SARAA to Contractor, the SARAA may declare an event of default hereunder; provided that if violation reasonably cannot be mitigated within fifteen (15) days from the date of the written notice and Contractor promptly commences and thereafter diligently pursues the completion of the mitigation, then the fifteen (15) day period shall be extended until the mitigation is completed.

(c) For the purposes of this Agreement, the term "environmental law" shall mean all federal, state and local statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances, materials or wastes including, but not limited to, the Pennsylvania Hazardous Sites Clean-Up Act of 1988, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, and regulations of the Nuclear Regulatory Agency.

(d) Contractor agrees fully to indemnify and save and hold harmless SARAA (the "Indemnified Parties") from and against all claims and actions and all expenses incidental to the investigation and defense thereof, including reasonable litigation expenses and attorneys' fees, based on or arising out of damages or injuries to persons or their property, resulting from Contractor, its subtenants or their officers, partners, agents, employees, contractors or invitees violating provisions of this Paragraph. The Indemnified Party or Parties shall give to Contractor prompt and reasonable notice of any such claim or action, and Contractor shall have the right to investigate, compromise, and defend the same.

8. **Mechanics Liens.**

(a) **Waiver.** Within ten (10) days of the execution of this Agreement, and prior to the commencement of any physical work on the Project site, Contractor shall execute and file with the Prothonotary in the Court of Common Pleas for each and every County where work under this Agreement is to be performed, a Waiver of Liens in the form included in the Contract Documents. The Waiver of Liens shall be indexed in the name of the Contractor as Defendant and SARAA as Plaintiff, and also in the name of the Contractor as Plaintiff and SARAA as Defendant. Proof of filing shall be submitted to SARAA prior to the commencement of any physical work on the Project site.

(b) **Effect of Waiver.** In filing the Waiver, Contractor waives on behalf of itself and all subcontractors, materialmen and suppliers of any applicable tier, any and all right to assert a mechanics' lien against any real property owned by SARAA for labor and/or materials furnished for the Project, to the fullest extent permitted by law. Contractor shall require equivalent waivers from each and every subcontractor and/or supplier it engages to supply labor and/or materials to the Project.

(c) **Indemnification.** In the event that a lien is filed against any property owned by SARAA in contravention of the provisions of this paragraph and its subparts, Contractor shall, within ten days of notice of the filing of such lien, take such action as necessary to have the lien discharged. Contractor shall further defend, indemnify and hold SARAA harmless of and from any and all claims, demands, actions, damages, costs and/or expenses (including but not limited to attorneys' fees) arising out of or relating to any lien filed against any SARAA property by anyone claiming to have supplied labor and/or material to the Project.

(d) **Compliance with Mechanics Lien Law.** The parties acknowledge that the intent of this paragraph and its subparts is to comply with the requirements of the Pennsylvania Mechanics Lien Law of 1963 ("the Act"), including but not limited to

Sections 401(b) and 402, which authorize the waiver of liens by a Contractor on his own behalf, and on behalf of all subcontractors and suppliers, where the Contractor posts a bond guaranteeing payment for labor and materials provided by subcontractors.

Contractor further acknowledges its obligation to post such a bond under other provisions of the Contract Documents. Terms contained in this paragraph and its subparts shall have the same meaning as set forth in the Act.

9. **License Fees and Permits.** Contractor shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of the Agreement and the privileges extended thereunder.

10. **Assignment.** Contractor shall not assign or otherwise transfer its interest under the Agreement without obtaining the prior written consent of SARAA, which consent shall be at SARAA's sole and absolute discretion. SARAA may assign or otherwise transfer its interest, duties, rights and/or obligations hereunder to any authority or other successor in interest. SARAA may assign, pledge or take appropriate action with respect to the Agreement and its rights and interest thereunder for any purpose relating to obtaining loans, the issuance of bonds, or other revenue generating devices without obtaining the consent of the Contractor.

11. **Security.** In the event the Contractor is to access the Airport under the Agreement, SARAA is not responsible to provide, or cause to be provided, any security protection during the term of the Agreement, except for any security arrangements routinely provided by SARAA to other third party users of the Airport. The Contractor shall have the right, but shall not be obligated to provide, such security protection as it may desire at its own cost. Such right, whether or not exercised by Contractor, shall not in any way be construed to limit or reduce the obligations of the Contractor hereunder.

12. **Independent Contractors.** SARAA and the Contractor are independent Contractors, and the Agreement shall not be deemed to establish any joint venture, partnership or relationship of the parties other than that of independent contractors.

13. **Standard of Performance.** Contractor agrees to provide services under the Agreement in accordance with the highest generally accepted standards and practices for the services being provided.

14. **Termination of Agreement for Cause.** If for any reason, Contractor shall fail to timely and properly perform its obligations under the Agreement, or if Contractor shall violate any of the covenants, terms or conditions of the Agreement, SARAA may, in SARAA's sole discretion, terminate the Agreement by giving written notice to Contractor setting forth an effective date of termination which shall be no earlier than fifteen (15) days from the date of the notice. Upon receipt of a notice of termination, the Contractor shall work cooperatively with SARAA to arrange for a prompt, efficient and transfer of any work in progress under the Agreement to SARAA or any contractor selected by SARAA.

15. **Ownership and Delivery of Documents.** All documents, data, plans, reports and other materials prepared by Contractor under the Agreement shall be the property of SARAA. At the time of completion of Contractor's obligations under the Agreement, and within ten (10) days of the termination or expiration of the Agreement, whichever shall first occur, the Contractor shall deliver to SARAA, without cost to SARAA, all original plans, maps, data, materials, reports and other documents prepared by Contractor or its subcontractor under the terms of the Agreement. In addition, the Contractor, at the Contractor's cost, shall provide drawings, specifications, plans, maps, data, materials and reports in a software format selected by SARAA from the software formats being utilized by

Contractor. No reports, maps, plans, or other documents produced under the Agreement shall be subject to copyright by or on behalf of Contractor.

16. **Nondiscrimination/Sexual Harassment.**

(a) During the term of this Agreement, the Contractor agrees as follows:

(i) The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of race, creed, religion, color, age (40 and over), sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status who is qualified and available to perform the work to which the employment relates.

(ii) Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Agreement on account of race, creed, religion, color, age (40 and over), sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status.

(iii) The Contractor and any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice of sexual harassment will not be tolerated and employees who practice it will be disciplined.

(iv) The Contractor shall not discriminate on the basis of race, religion, color, age (40 and over), sex, disability, national origin, ancestry, disabled veteran status or Vietnam-area veteran status in the selection and retention of subcontractors or in the procurement of materials or supplies or leases of equipment. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by SARAA or any other appropriate governmental entity for purposes of investigation to ascertain compliance with the provisions of this non-discrimination/sexual harassment clause. If the Contractor does not possess documents of record reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by SARAA or any other appropriate governmental authority.

(b) The Contractor shall include as covenants, agreements and obligations of concessionaires and subcontractors, the non-discrimination/sexual harassment provisions contained in this section in all contracts and agreements, including, but not limited to, contracts for the procurement of materials or supplies or leases of equipment. The Contractor shall take such action with respect to any subcontractor, supplier, lessor or other applicable entity as SARAA or any appropriate governmental authority may direct as a means of enforcing such provisions, including the enforcement of sanctions for noncompliance.

(c) The Contractor agrees that it shall furnish to SARAA or any other appropriate governmental authority, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

(d) These provisions are required by the FAA pursuant to Title 14, Code of Federal Regulations, Part 152, 45 Federal Register 10184 (February 14, 1980), as a condition of an a prerequisite to SARAA's receipt of Federal assistance in connection with certain airport facilities.

(e) SARAA may cancel or terminate this Agreement, and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this nondiscrimination/sexual harassment clause.

17. **Americans with Disabilities Act.** During the term of this Agreement, the Contractor agrees as follows:

(a) Pursuant to Federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "general prohibitions against discrimination" 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless SARAA from all losses, damages, expenses, claims, damages, suits and actions brought by any party against SARAA as a result of the Contractor's failure to comply with the provisions of this paragraph.

18. **Civil Rights.** The Contractor covenants and agrees that it will comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, now or hereafter in effect, promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted on the Airport.

19. **Affirmative Action.** With respect to the Airport, the Contractor covenants and agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; and that it will require that its covered suborganizations provide assurance to the Contractor that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect and to the extent that said requirements are applicable, as a matter of law, to Contractor.

20. **Subordination to U.S. Government.** This Agreement shall be subordinate to the provisions of any existing or future agreements(s) between SARAA and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to SARAA for Federal funds for the development

of the Airport, provided that if any such agreements shall materially adversely effect the Contractor's right to use the Airport in accordance with this Agreement, then Contractor may terminate this Agreement upon thirty (30) days' written notice to SARAA.

21. **Waiver.** No waiver, default or failure to demand performance of any of the terms or conditions of the Agreement shall be construed as a waiver of any subsequent default of any of the terms and conditions of the Agreement, and neither party shall be precluded from later enforcing any of the terms and conditions of the Agreement.

22. **Notices.** Any notices, demands, requests or other instruments which are or may be required or permitted hereunder, shall be deemed sufficiently given if delivered (i) in person, or sent by (ii) registered or certified United States mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier services, such as Federal Express, for next business day delivery and addressed to SARAA at the address set forth below:

To SARAA: Mr. Timothy J. Edwards
Executive Director
Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

with a copy to: Mr. Marshall Stevens
Deputy Executive Director
Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

or at such other person or address as either party may specify by notice given as provided herein to the other party. All notices shall be deemed to have been given upon receipt, except for notices sent by certified mail, return receipt requested, which the addressee party refuses delivery. In that event, the notice shall be deemed to have been given on the date on which the party first refuses delivery.

23. **Confidentiality.** No documents, data, plans, reports or other documents or materials arising out of the Agreement shall be made available by Contractor to any other individual or entity without the prior written consent of SARAA.

24. **Availability of Records.** Contractor agrees to keep all records pertaining to the services performed under the Agreement and to make such records available to SARAA and the Federal Aviation Administration during the term of the Agreement and for a period of not less than three (3) years following the final payment for services performed under the Agreement. If requested in writing, the Contractor shall make copies of such records available to SARAA at the offices of SARAA, at the Contractor's cost.

25. **Successors.** Respective rights and obligations provided in the Agreement shall bind and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Contractor unless SARAA's written consent for the transfer to such successor has first been obtained.

26. **Captions.** Marginal captions, titles or exhibits to the Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of the Agreement.

27. **Entire Agreement.** The Agreement, including all exhibits, contains all of the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof. There are not customs, promises, terms, conditions or obligations referring to the subject matter or inducements leading to the execution thereof, other than those contained herein.

28. **Interpretation.** In interpreting the Agreement, there shall be no inference, by operation of law or otherwise, that any provision of the Agreement shall be construed against either party hereto. The Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted.

29. **Governing Law.** The Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law provisions. Any action to enforce or interpret this Agreement or otherwise arising from this Agreement shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania.

30. **Amendment.** The Agreement shall not be amended except by a writing executed by both parties.

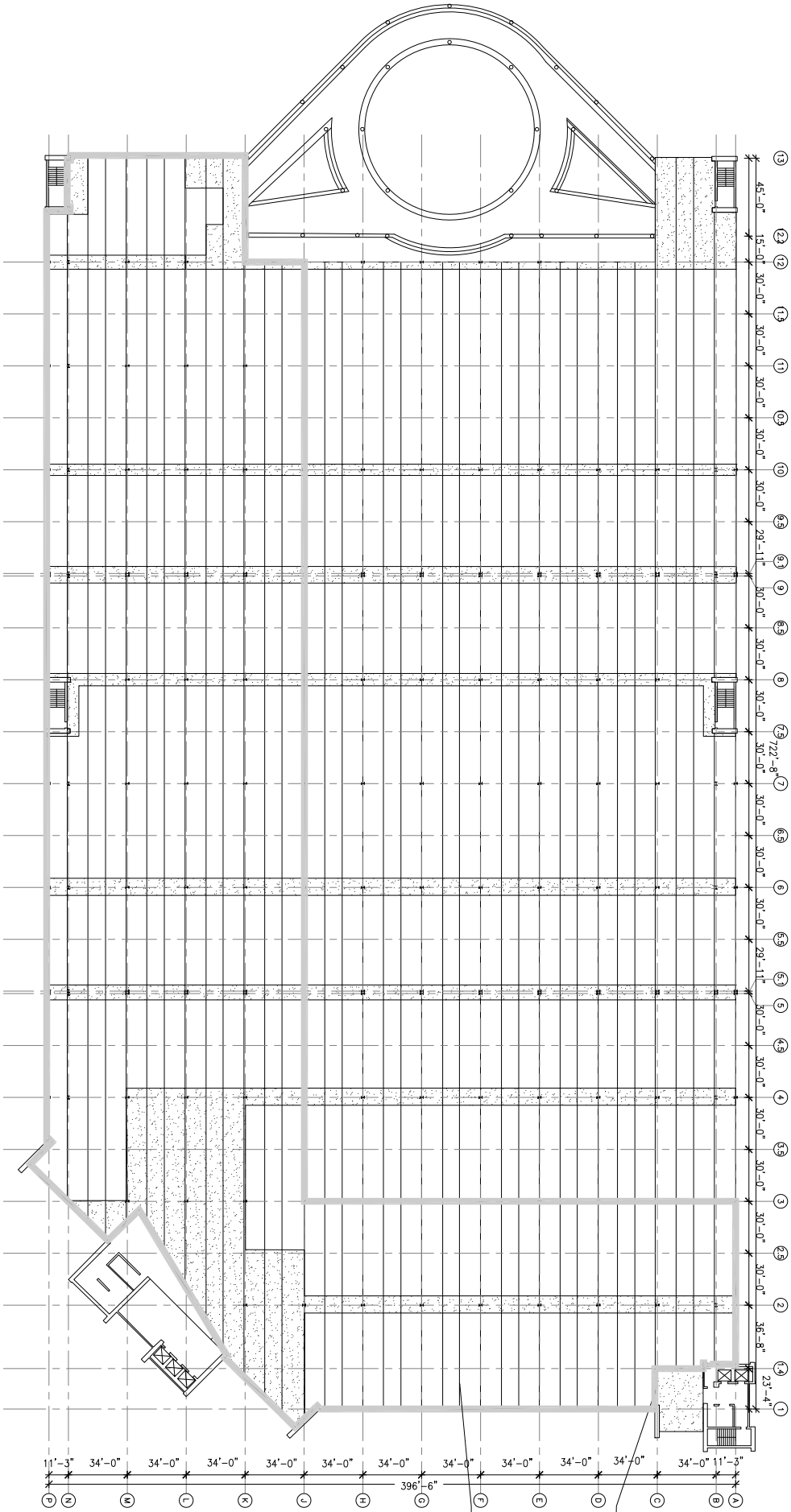
31. **Severability.** If any term or provision of the Agreement, or any application thereof, shall be held invalid or nonenforceable, the remaining terms and provisions of the Agreement, or the application of such terms or provisions which have been held valid or enforceable, shall not be affected thereby.

32. **Counterparts/Facsimile.** The Agreement may be executed in any number of identical counterparts, all of which shall evidence only one agreement. A signature to the Agreement delivered by telecopier or other artificial means shall be deemed valid if a manually signed copy of such signature is delivered within two (2) days after such telecopy or other signature is delivered.

33. **Contractor Integrity.** The Contractor integrity provisions attached hereto and incorporated herein by this reference shall be applicable to the Agreement.

LIST OF DRAWINGS

R-1 Level Four Floor Plan & Details
 Drawing (attached)

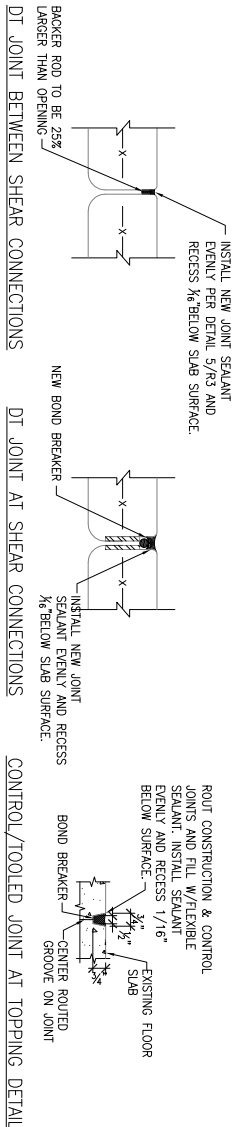


1 LEVEL 4 FLOOR PLAN
SCALE: 1/32"=1'-0"



LEGEND:
: EXISTING TOPPING
: EXTENT OF WORK AREA FOR 2015

- GENERAL NOTES:**
1. THE GENERAL CONTRACTOR SHALL APPLY AT ALL TIMES SUFFICIENT LABOR AND MATERIALS FOR PROSECUTING THE WORK TO FULL COMPLETION IN ACCORDANCE WITH THE SPECIFICATIONS AND THE REPAIR DETAILS SHOWN ON THE DRAWINGS.
 2. EACH CONSTRUCTION PHASE SHALL BE COORDINATED WITH THE OWNER. IN EACH PHASE, THE CONTRACTOR SHALL INSTALL DUST PROOF PARTITIONS (WHERE APPLICABLE) AROUND THE WORK AREAS.
 3. THE CONTRACTOR SHALL SUBMIT THE PROPOSED CONSTRUCTION SCHEDULE (AND ASSOCIATED PHASING PLANS) TO OBTAIN THE OWNER'S APPROVAL PRIOR TO THE START OF MOBILIZATION FOR THE PROJECT. THE CONTRACTOR SHALL STRICTLY FOLLOW THE CONSTRUCTION SCHEDULE SUBMITTED AND APPROVED. ANY CHANGES MUST BE REVISSED DURING THE CONSTRUCTION IN COORDINATION WITH THE OWNER AND THE ENGINEER.
 4. DURING THE ENTIRE PERIOD OF EACH STAGE, THE AREAS OUTSIDE THE REPAIR AREAS SHALL BE PROTECTED BY DUST PROOF PARTITIONS. THE CONTRACTOR SHALL SUBMIT A METHOD TO MAINTAIN THE VEHICULAR AND PEDESTRIAN TRAFFIC FLOW THROUGH THESE AREAS FOR THE OWNER'S/ENGINEER'S APPROVAL PRIOR TO THE INSTALLATION OF ANY TEMPORARY PARTITIONS. THE CONTRACTOR SHALL PROVIDE/INSTALL ALL TEMPORARY SIGNS AND DEVICES NECESSARY TO CONTROL TRAFFIC FLOW AND TO MAINTAIN THE FLOW OF TRAFFIC. THE ACTUAL INSTALLATION SHALL BE REVIEWED BY THE OWNER PRIOR TO OPENING TO TRAFFIC.
 5. DURING THE ENTIRE PERIOD OF THE GARAGE REPAIR, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE FLOW OF TRAFFIC THROUGH ALL TEMPORARY PARTITIONS TO PROTECT THE VEHICLES AND PARKING PATRONS FROM BEING DAMAGED OR INJURED. ALL PARTITIONS SHALL BE INSTALLED FLOOR TO CEILING AND SHALL CONSIST OF POST SHORES SECURED TO THE SLAB SOFFIT WITH FULL HEIGHT REINFORCED PLASTIC SHEETING.
 6. THE CONTRACTOR SHALL PROVIDE PROPER MEANS SUBJECT TO ENGINEER'S APPROVAL FOR THE DISPOSAL OF WATER AND DEBRIS GENERATED BY THE WORK. ALL DEBRIS SHALL BE REMOVED TO A WASTE CONTAINER. (ON-SITE) LOCATION TO BE COORDINATED WITH THE OWNER.
 7. THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO PREVENT CUTTING OR OTHERWISE DAMAGING REINFORCING STEEL, INCLUDING ANY CONNECTIONS.
 8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ANY NECESSARY SHORING FOR THE REPAIR WORK. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR THE ERECTION AND MAINTENANCE OF THE SHORING DURING REPAIR WORK.



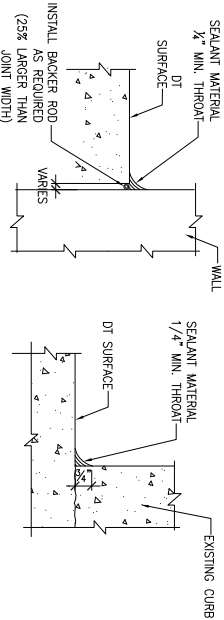
REPAIR PROCEDURE:

1. REMOVE EXISTING JOINT MATERIAL.
2. CLEAN AND PAINT ALL EXPOSED STEEL CONNECTORS (TOP AND BOTTOM WHERE APPLICABLE).
3. ROUT/GROUND JOINTS CLEAN USING COMPRESSED AIR OR OTHER APPROVED MEANS TO REMOVE DUST OR OTHER FOREIGN MATERIAL.
4. BACKER OF JOINT BEFORE PRIMING.
5. AFTER PRIMER HAS CURED PROPERLY, INSTALL NEW TWO PART POLYURETHANE JOINT SEALANT.
6. PROHIBIT VEHICULAR/PEDESTRIAN TRAFFIC ON SEALED JOINTS UNTIL SEALANT MATERIAL HAS CURED ACCORDING TO MFR'S RECOMMENDATIONS.

NOTE:

1. DO NOT OVER FILL JOINTS WITH SEALANT.
2. DUSTS, DEBRIS, AND REMOVED MATERIALS SHOULD BE REMOVED FROM JOINTS PRIOR TO SEALANT APPLICATION.
3. SEE DETAIL 4/R1 FOR SEALANT DETAILS.

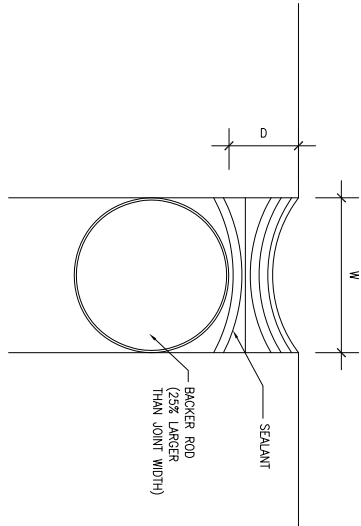
2 JOINT SEALANT REPLACEMENT
SCALE: NONE



REPAIR PROCEDURE:

1. REMOVE EXISTING JOINT MATERIAL. ROUT/GROUND AND CLEAN JOINTS USING COMPRESSED AIR OR OTHER APPROVED MEANS TO REMOVE DUST OR OTHER FOREIGN MATERIAL.
2. CLEAN AND PAINT ALL EXPOSED STEEL CONNECTORS WHERE APPLICABLE.
3. ROUT/GROUND JOINTS CLEAN USING COMPRESSED AIR OR OTHER APPROVED MEANS TO REMOVE DUST OR OTHER FOREIGN MATERIAL.
4. INSTALL BACKER ROD/BOND BREAKER. PRIME JOINT SURFACES AND ALLOW PRIMER TO CURE PROPERLY PRIOR TO INSTALLING NEW SEALANT.
5. AFTER PRIMER HAS CURED PROPERLY, INSTALL NEW TWO PART POLYURETHANE JOINT SEALANT.

3 COVE JOINT DETAIL
SCALE: NONE



NOTES:

1. W = 3/8" MIN.
2. D = W/2 (1/4" MIN./ 1/2" MAX.)

4 TYPICAL SEALANT JOINT DETAIL
SCALE: NONE

2015 PRIORITY REPAIRS (#2015-014)
OF THE
HARRISBURG INTERNATIONAL AIRPORT GARAGE
MULTIMODAL TRANSPORTATION FACILITY
MIDDLETOWN, PA

DESMAN
Design Management

DESIGNED BY: DESMAN
DRAWN BY: DESMAN
CHECKED BY: DESMAN
DATE: 10/15/2015

SCALE:	AS NOTED
DATE: SEPTEMBER 5, 2015	
PROJECT NO. 2015-1313.00	
DESIGN (DRAWN)	58
CHECKED	58
DATE	08

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R-1

LEVEL 4
FLOOR PLAN
& DETAILS

DRAWING NO.

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.02 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the Plans and Specifications is to describe The Work which the Contractor undertakes to do, in full compliance with the Contract, and it is understood that the Contractor will furnish, unless otherwise provided in the Contract, all materials, machinery, equipment, tools, supplies, transportation, labor, and all other incidentals necessary to the satisfactory prosecution and completion of the Work. The Plans and Specifications are complementary, and what is called for by either is as binding as if called for by both.
- B. The Special Conditions (if applicable) shall control where in conflict with the Standard Specifications. However, such portions of the Standard Specifications not in conflict or not rendered meaningless by the Special provisions shall remain in full force and effect and be binding on the parties hereto.
- C. In the event the Contractor discovers any error or discrepancy in the Contract Documents, he shall immediately call upon the Engineer for his decision. The Engineer shall then make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications, Special Conditions, Plans and other Contract Documents, as construed by him and his decision shall be final.

1.03 SUMMARY OF WORK

- A. General Mobilization: This work consists of all labor, materials, tools and equipment required for setting-up general plant, storage/staging areas and facilities required by State Laws and City Ordinances; and the general mobilization of equipment required for the completion of the work shown on the Contract Documents. The cost of this item shall include all permits and fees required to perform the project, unless otherwise noted in the Contract Documents, and all expenses for the de-mobilization to a 'broom clean or better' condition after the work has been completed. If a building permit is required, it will be the contractor's responsibility to get the necessary permit to perform the repair work, unless noted otherwise in the documents. This work shall also include the following items:

Electricity (power) and water required for the completion of the work shall be furnished by the Owner at existing fixtures or outlets. (The Owner will not provide any temporary pipes, cables, etc.). The contractor shall provide temporary lighting in the work areas, as required, during the restoration work. If the existing capacity is insufficient for the contractor's use, the contractor is responsible for supplementing existing capacity as needed.

- B. Waterproofing Work:
- Replacement of double tee joint sealants
 - New cove joint sealants
- C. Miscellaneous Items: This work consists of items not otherwise specifically indicated or shown on the plans, but which are ancillary to the specified scope of work. This work shall also include the following:
1. The contractor shall furnish, install, maintain, relocate and remove all signs, barricades, cones, warning lights, and other safety control devices and temporary signage required for the proper execution of the project. The Engineer and the Owner shall review the safety control device placement before work begins and also prior to the beginning of work on any subsequent construction stages. Any deficiencies in the location or arrangement of devices shall be corrected by the contractor before starting work.
 2. The miscellaneous work shall include documentation of any non-functioning electrical/mechanical systems within work areas prior to contractor's activities. This documentation should be based on the contractor's condition survey performed immediately prior to the scheduled mobilization. The contractor shall not start the mobilization until the Owner approves the submittal.
 3. At other locations of repair areas, the contractor shall provide adequate protection systems, as required, for the existing mechanical, plumbing and electrical installations to remain in-place.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01026

UNIT PRICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY:

- A. This Section specifies administrative and procedural requirements for unit prices.
 - 1. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials and/or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
 - 2. Unit prices include all necessary labor, materials, equipment and incidentals, overhead, profit and applicable taxes.
 - 3. Refer to individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- B. Schedule: A "Unit Price Schedule" (ie. Desman Bid Proposal Form) is included as part of this specification. Specification sections and the drawings contain requirements for materials and methods described under each unit price.
 - 1. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.01 UNIT PRICE SCHEDULE:

- A Unit prices for all items are as shown in the Bid Forms shall be considered an integral part of this Section.

3.02 PAYMENT FOR EXTRA WORK:

- A Extra work which results from any of the changes as specified and for which no unit price is provided in the Contract, shall not be started until receipt of a written authorization or work order from the Owner, which authorization shall state the items of work to be performed and the method of payment for each item. The Contractor shall not be entitled to payment for work performed without such authorization.

- B If it is practicable to pay for Extra Work on the unit price, or lump sum basis, a fair and equitable sum shall be fixed by agreement of the parties and shown in an Extra Work Order Agreement. Work to be performed directly by the Contractor should be submitted showing a detailed breakdown of labor and material costs to which a 15 percent markup should be added for overhead and profit.
- C Work to be performed by the subcontractor should be submitted showing a detailed breakdown of labor and materials by the subcontractor to which a five percent markup should be added by the Contractor for overhead and profit.
- D When the Owner deems it impracticable to handle any Extra Work on the unit price or lump sum basis, or if agreement of the parties cannot be reached, the work may be ordered done and paid for on a Force Account basis, as follows, unless otherwise stipulated in Owner's front end project documents:
- 1) Labor: The Contractor will be paid the actual amount of wages for all labor and foremen who are actually engaged in such work, to which cost shall be added 10 percent of the sum of such wages. A foreman shall not be used when there are less than three laborers employed, except with the written consent of the Engineer.
 - 2) Welfare and Pension Fund: The Contractor will receive the actual additional amount of contributions paid for regular and uniform health and welfare benefits, pension fund benefits or other benefits, to which 10 percent shall be added, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the class of labor employed on the Work.
 - 3) Insurance and Tax: The Contractor will receive the actual cost or increase in cost of Contractor's Public Liability and Property Damage insurance, Workmen's Compensation tax, and Social Security tax required for Force Account work. The Contractor shall furnish satisfactory evidence of the cost or rates paid for such insurance and tax.
 - 4) Materials: The Contractor will receive the actual cost for all materials, including freight charges as shown by the original paid invoices, which become an integral part of the finished work, to which shall be added 10 percent of the sum thereof.

The Contractor will be reimbursed for any materials used in the construction of such work as sheeting, falsework, form lumber, etc., which are not an integral part of the finished work. The amount of reimbursement shall be agreed upon in writing before such work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

- 5) Equipment: For any machinery or special equipment (other than small tools), the use of which has been authorized by the Engineer, the Contractor will be paid as following:
 - a) For his own equipment, he will be paid by the monthly rate in accordance with the latest edition of Means Construction Cost Data.

- b) For rental equipment, he will be paid for the actual invoice amount as shown by the original paid invoices.

The equipment shall be of a type and size reasonably required to complete the Extra Work. Compensation will not be allowed for transportation to or from The Work or for the time required for setting up and removing the equipment from The Work or for equipment of a type, size or condition unsuitable for The Work.

3.03 CANCELED ITEMS:

- A It shall be in the sole judgment and sole discretion of the Engineer or its representatives to cancel or alter any or all portions of the Contract due to circumstances either unknown at the time of bidding or arising after the Contract was entered into. Should such actions result in elimination or non-completion of any portion of the Contract, payment shall be made as follows:
 - 1) For the canceled work completed by the Contractor, payment shall be made to the Contractor for the actual number of units or items completed at the Contract unit or lump sum prices. For canceled work partially completed by the Contractor, payment shall be made to the Contractor for the partially completed units or items as specified in Payment for Extra Work.
 - 2) For materials obtained by the Contractor for the unfinished (uncompleted) portions of the canceled work, that have been inspected, tested and accepted by the Engineer, and that have not been incorporated in the canceled work, payment shall be made to the Contractor for the actual costs for all such materials, including freight charges, as shown by the original paid invoices, to which shall be added 10 percent of the sums thereof. The materials, when so paid for by the Owner, shall become the property of the Owner.

3.04 PARTIAL PAYMENTS:

- A. The Engineer shall review the Contractor's pay request for materials in-place and completed, the amount of work performed, and the value thereof, at the Contract Unit Prices. From the amount so determined there shall be deducted ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer, and the balance certified to the Owner for payment. Notwithstanding the above, after 50 percent or more of the work is completed, the Engineer may certify the remaining partial payments or some of them without any further retention, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount retained shall not be less than five percent of the total adjusted Contract Price.
- B. If stored matter is lost or damaged prior to incorporation in The Work, the materials shall be replaced or satisfactory repaired at the Contractor's expense. Where payment is made for materials in storage and not yet incorporated into The Work, the Contractor shall provide to the Owner, satisfactory evidence of insurance against loss by damage or disappearance. The Contractor shall pay and be responsible for cost of storage, if any, of said materials.

3.05 ADJUSTMENT OF UNIT PRICES BASED ON ACTUAL QUANTITIES PERFORMED:

- A. For unit price bid items, the quantities as listed in the schedule of bid items are estimates only. The Contractor will be required to complete the work specified in accordance with the Contract and at the quoted unit prices, whether quantities greater or less than the estimated amounts are involved. Should the actual quantity of a unit price pay item vary from the original estimate, the following adjustments to the unit prices shall be made:
- 1) When the actual quantity of a unit price pay item is less than 75 percent of the original bid estimate, the Contract will be paid an amount equal to the actual quantity times the original unit price plus 10 percent of the difference between this amount and the original estimated quantity times the original unit price for that particular item.
 - 2) When the actual quantity of a unit price pay item is greater than 120 percent of the original bid estimate (based upon prior approval to exceed this quantity by the Owner and Engineer) the Contractor will be paid for the actual work performed in excess of the 120 percent of the original bid estimate at an adjusted unit price of 0.90 times the original unit price. The first 120 percent of the bid estimate quantity will be paid at the original unit price.
- B. The foregoing provisions shall be instituted only after it can be accurately determined that the actual contract sum for the project (exclusive of all change orders unrelated to the original scope of work) will be greater than or less than the original contract sum by more than 5 percent. Until such time that this determination can be made, the Contractor will be paid at his base unit price for actual quantities of work performed. No associated adjustments will be made to lump sum items within the original contract sum due to changes in the actual quantities of unit price items and the Contractor shall not be entitled to an adjusted compensation for unit price items that are deleted in their entirety from the actual scope of work performed.

END OF SECTION

SECTION 01300**SUBMITTALS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS:**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of Subcontractors.
- C. The Schedule of Values submittal is included in Section "Applications for Payment."
- D. Inspection and test reports are included in Section "Quality Control Services."

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Electronically transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate electronic transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

- a. The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Consultant will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Consultant.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for electronic transmittal and handling. Electronically transmit each submittal from Contractor to Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 2. Transmittal Form: Use AIA Document G 810.

1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- C. Distribution: Following response to the initial submittal, distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with scheduled dates.
 - 1. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.05 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
 - 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 - 2. Prepare the schedule in chronological order; include submittals required during the first two weeks of construction. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category.
 - d. Name of subcontractor.
 - e. Description of the part of the Work covered.
 - f. Scheduled date for re-submittal.
 - g. Scheduled date the Consultant's final release or approval.
- B. Distribution: Following response to initial submittal, distribute copies to the Consultant's, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
 - 1. When revisions are made, distribute 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 construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.06 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit to the Consultant at weekly intervals:

1. List of subcontractors at the site.
2. Approximate count of personnel at the site.
3. High and low temperatures, general weather conditions.
4. Accidents and unusual events.
5. Meetings and significant decisions.
6. Stoppages, delays, shortages, losses.
7. Meter readings and similar recordings.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Services connected, disconnected.
12. Equipment or system tests and start-ups.
13. Partial Completions, occupancies.
14. Substantial Completions authorized.

1.07 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
7. Initial Submittal: When possible electronically submit product sheets, MSDS sheets and shop drawings for the Consultant's review; the submittal will be reviewed and returned/distributed in the same manner.
8. Final Submittal: When possible electronically submit reviewed product sheets, MSDS sheets and shop drawings where required for maintenance manuals and for final distribution.
9. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

- C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

1. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.08 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - a. Compliance with recognized trade association standards.
 - b. Compliance with recognized testing agency standards.
 - c. Application of testing agency labels and seals.
 - d. Notation of dimensions verified by field measurement.
 - e. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 4. Submittals: Electronically transmit each submittal where required for maintenance manuals. The Consultant will return submittals marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.09 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Consultant's Sample. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and documentation will be provided with the Owner's/Consultant's mark indicating selection and other action.
 4. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.

- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
 - 1. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Consultant will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Consultant will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - 1. Final Unrestricted Release: Where submittals are marked "Accepted," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Accepted as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Re-submittal: When submittal is marked "Not Accepted, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Not Accepted, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 - 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required."

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

SECTION 01631**PRODUCT SUBSTITUTIONS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
- C. Standards: Refer to Section "Reference Standards and Definitions" applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment."

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the 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 Consultant.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.04 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Consultant.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
3. Consultant's Action: Within one week of receipt of the request for substitution, the Consultant will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Consultant will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

PRODUCT SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Consultant when one or more of the following conditions are satisfied, as determined by the Consultant; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. 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.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Consultant for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor's submittal and Consultant'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 Applicable)

END OF SECTION

SECTION 01700**PROJECT CLOSEOUT****PART 1 - GENERAL****1.01 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY:

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Submittal of warranties.
 - 4. Final cleaning/site demobilization of left over materials and equipment.
 - 6. Re-installation of any existing building features temporarily removed for access to work areas.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections.

1.03 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 6. Deliver tools, spare parts, extra stock, and similar items.
 7. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 8. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Consultant will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Consultant will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL ACCEPTANCE:

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Consultant's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Consultant.
 4. Submit consent of surety to final payment.
 5. Submit a final liquidated damages settlement statement.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- B. Re-inspection Procedure: The Consultant will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Consultant.
1. Upon completion of re-inspection, the Consultant will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, re-inspection will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS:

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Consultant's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets with suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the Work, submit record Specifications to the Consultant for the Owner's records.

- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
 - 1. Upon completion of mark-up, submit complete set of record Product Data to the Consultant for the Owner's records.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Consultant and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Consultant for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 FINAL CLEANING:

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Clean transparent materials, including mirrors and glass in doors and windows. Replace chipped or broken glass and other damaged transparent materials.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - c. Wipe surfaces of mechanical and electrical equipment. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - d. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

- B. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

SECTION 01740**WARRANTIES****PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY:

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General and/or Special Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section "Project Closeout."
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, may be included in the individual Sections.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.03 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.04 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.05 SUBMITTALS

- A. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Consultant for approval prior to final execution.
 - 1. Refer to individual Sections for specific content requirements, and particular requirements for submittal of special warranties. In general, the warranty for all work will be five (5) years.

- D. Form of Submittal: At Final Completion compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Bind warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES", the Project title or name, and the name of the Contractor.
 - 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 SCHEDULE OF WARRANTIES

- A. Schedule: Provide a five (5) year labor and material (manufacturers) warranty on products and installations specified.
- B. The General Contractor shall provide an executed Certificate of Five Year Corrective Period (included in the contract documents) for all repairs performed to conform with the specifications in addition to specific warranties for individual products.

END OF SECTION

DIVISION 07

THERMAL & MOISTURE PROTECTION

SECTION 07900

SEALANTS AND CAULKING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 DESCRIPTION OF WORK:

- A. Sealing and caulking of double tee joints and cove joints in the areas shown on drawings or designated by the Consultant. In the case of repair of existing joints which are sealed or filled with other materials, the existing sealant material shall be raked out and the exposed concrete cleaned by sandblasting or grinding at those locations designated for repair.

1.03 QUALITY ASSURANCE

- A. Obtain elastomeric materials from only manufacturers who will, if required, send a qualified technical representative to project site, for the purpose of advising the installer of proper procedures and precautions for the use of the materials.
- B. The Contractor shall have a minimum of three years of experience in performing work similar to that shown in the drawings and specifications.
- C. The Contractor shall submit a list of five projects in which similar work to that specified hereinbefore was successfully completed. The list shall contain the following for each of the five projects:
 - 1. Project Name
 - 2. Owner of Project
 - 3. Owner's Representative, Address and Telephone Number
 - 4. Brief Description of Work
 - 5. Cost of Portion of Work Similar to that Specified in this Section
 - 6. Total Restoration Cost of Project
 - 7. Date of Completion of Work

The sum of the costs of the five projects provided shall be a minimum of \$50,000.

- D. A full time on-site supervisor shall be provided by the contractor for the duration of the sealant and caulking work. This supervisor shall have had a minimum of 2 years documented supervisory experience with the products to be used.

1.04 SUBMITTALS

- A. Manufacturer's Data: Submit manufacturer's specifications, recommendations and installation instructions for sealant, caulking compound and associated miscellaneous material required. Include manufacturer's published data, or letter of certification, or

certified test laboratory report indicating that each material complies with the requirements and is intended generally for the applications shown.

- B. Samples: Submit color samples of caulking from which the Owner will select color.

1.05 JOB CONDITIONS

- A. Examine all surfaces to receive work of this Section and report to the Architect any condition which is not acceptable. Commencement of work on any continuous run constitutes acceptance of conditions and places the responsibility of a sound installation on this section.
- B. Weather Conditions: Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength. Wherever joint width is affected by ambient temperature variations, install elastomeric sealants only when temperatures are in the lower third of manufacturer's recommended installation temperature range, so that sealant will not be subjected to excessive elongation and bond stress at subsequent low temperatures. Coordinate time schedule to avoid delay of project.

1.06 DELIVERY AND STORAGE

- A. Materials shall be delivered and stored in original, unopened manufacturer's containers with brand marked clearly thereon. Materials shall be stored in a dry location, protected from adverse conditions.

1.07 SPECIAL PROJECT WARRANTY

- A. System manufacturer will have the full responsibility for: (1) Instructing the Contractor on the required configuration of joints and (2) Reviewing and approving tooled joints constructed as a part of surface preparation prior to installing the sealant.
- B. The Contractor shall provide a single source performance guarantee that the joint system repaired, including related work in the slab installed by the Contractor, will achieve airtight or watertight seal, will not fail in adhesion, cohesion, will maintain color stability, will maintain bond and not stain. Provide copy of actual warranty to be provided at the completion of the work and a letter from manufacturer indicating their intent to issue warranty for referenced project. The warranty period will be as follows, from the date of acceptance by the Owner.

- 1. For urethane sealants the warranty will be for a five year period

- D. Should defects in materials or workmanship be discovered within the warranty period, make satisfactory repairs thereto promptly without additional cost to the Owner.

PART 2 - PRODUCTS**2.01 MATERIALS:**

- A. The joint sealant to be used for double tee joints shall be two component polyurethane sealants of the chemically curing type containing no asphalt, coal tar, or plasticizers. The sealant shall be used with a compatible primer specified by the manufacturer. Approved products for use are:
1. "MasterSeal SL 2" as manufactured by BASF Building Systems (www.buildingsystems.basf.com)
 2. "Vulkem 45SSL (with Catalyst)" or "THC-900" as manufactured by Tremco (800) 321-7906.
 3. "Iso-Flex 880GB Sealant" as manufactured by LymTal International, Inc. (800) 373-8100.
 4. "Sikaflex - 2C-SL," as manufactured by Sika Corporation (800)933-SIKA.
- B. The sealant to be used shall meet or exceed the requirements of Interim Federal Specification TT-S0027-E, Sealants Class A, Type 1 and 2. The sealant shall not de-bond or fail while elongated 25 percent in a water immersion test, according to Federal Specification TT-S-0027-E. When tested according to Paragraph 4.3.5. of Federal Specification TT-S-0027-E, weight loss shall not be greater than 5 percent. Shore A hardness under standard conditions shall be 25-30.
- C. The cove sealant to be used shall be a non-sag, two component polyurethane sealants of the chemically curing type containing no asphalt, coal tar, or plasticizers. The cove joint sealant shall comply with Federal Specification TT-S-00227E, Type II, Class A, Corporation of Consultants CRD-C-506-72; ASTM C-920-79, Type M, Grade NS, Class 25. Approved Cove Sealants are as follows:
1. "MasterSeal NP 2" as manufactured by BASF Building Systems (www.buildingsystems.basf.com)
 2. "Dymeric 240FC" or "THC-901" as manufactured by Tremco (800) 321-7906.
 3. "Iso-Flex 881 NS Sealant" as manufactured by LymTal International, Inc. (810) 373-8100.
 4. "Sikaflex - 2C-NS," as manufactured by Sika Corporation (800)933-SIKA.
- D. The manufacturer of the sealant system used in this project shall share responsibility for all sealant work and joint preparation.

2.02 PRIMER AND FILLERS

- A. Joint Cleaner: Provide the type of joint cleaning compound recommended by the sealant or caulking compound manufacturer, for the joint surfaces to be cleaned.

- B. Joint Primer/Sealer: Provide the type joint primer/sealer recommended by the sealant manufacturer, for the joint surfaces to be primed or sealed.
- C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by the sealant manufacturer, to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.
- D. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility with sealant by the sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.

2.03 CELLULAR FOAM EXPANSION JOINT FILLERS

- A. Expanded Polyethylene Joint Filler:
 - 1. Provide flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25%); except provide higher compression deflection strength as may be necessary to withstand installation forces and provide proper support for sealants; surface water absorption of not more than 0.1 lbs. per sq. ft.
 - 2. Products offered by manufacturer to comply with the requirements include the following:
 - a. Ethafoam SB: Dow Chemical Co.
 - b. Sonofoam; Sonneborn Building Products.
 - c. Expand-O-Foam; Williams Products, Inc.

PART 3 - EXECUTION

3.01 CAULKING/SEALANT APPLICATION

- A. Joint Surface Preparation: Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant or caulking compound.
 - 1. For elastomeric sealants, do not proceed with installation of sealant over joint surfaces which have been painted, lacquered, waterproofed or treated with water repellent or other treatment or coating unless a laboratory test for durability (adhesion), in compliance with Paragraph 4.3.9 of FS TT-S-00227E-70 has successfully demonstrated that sealant bond is not impaired by the coating or treatment. If laboratory test has not been performed, or shows bond interference, remove coating or treatment from joint surfaces before installing sealant.

2. Etch concrete joint surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance.
- B. Typical Surface Preparation for Slab:
1. The Contractor shall grind the surface of all joints designated for repair with sealant to the shape of 1/2" x 1/2" v-groove, or sawcut a square 1/2" x 1/2" groove, grind sharp corner of groove and apply bond breaker to bottom horizontal surface. Edges of joints to be sealed shall be of sound concrete. Prior to installing sealant, surfaces shall be cleaned of foreign materials and debris, V-groove ground and primed.
- C. Installation: Comply with sealant manufacturer's printed instructions except where more stringent requirements are shown or specified and except where manufacturer's technical representative directs otherwise.
1. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
 2. Install sealant backer rod for liquid elastomeric sealants, except where recommended to be omitted by sealant manufacturer for the application shown.
 3. Install bond breaker tape wherever required by manufacturer's recommendations to ensure the elastomeric sealants will perform properly.
 4. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joint to form a slight Cove, so that joint will not trap moisture and dirt.
 5. Install sealants to depths as recommended by the sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead.
 - a. For sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but not more than 5/8 inch deep or less than 3/8 inch deep.
 - b. For normal moving joints sealed with elastomeric sealants, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.
 6. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either the primer/sealer or the sealant/caulking compound.

7. Remove excess and spillage of compounds promptly as the work progresses. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage, without damage to the adjoining surfaces or finishes.

D. Cure and Protection:

1. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.
2. Provide all procedures required for the protection of sealants and caulking compounds during the construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at the time of acceptance.

3.02 JOINT FILLERS

- A. Set units at proper depth or position in the joint to coordinate with other work, including the installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint filler units.

3.03 RECORD OF SEALED JOINT LOCATIONS AND TYPES:

- A. After determining the joints to be sealed and the detail types required, the Contractor shall prepare scale shop drawings showing the sealed joint locations and submit them to the Consultant for his approval. The Shop Drawings submitted shall be reviewed by the Consultant for the condition of the existing joints, the size/shape of the routed joint, and the type of detail selected.
- B. The Shop Drawings submitted shall be used as a record of the detail types used and the measured number of linear feet of each sealed joint. Quantities of work done on a unit price basis shall be recorded on the document and submitted to the Consultant with Request for Payment.

END OF SECTION

DIVISION 09

FINISHES

SECTION 09900**PAINTING****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 DESCRIPTION OF WORK

- A. The extent of painting work is shown on the drawings and could include, but not be limited to, the following:

1. Painting structural steel and miscellaneous metals where noted.

1.03 QUALITY ASSURANCE

- A. Paint Coordination:

Provide finish coats which are compatible with the prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates.

- B. Codes and Standards:

- SSPC-"Systems and Specifications", published by the Steel Structure Painting Council.
- Painting and Decorating Contractor's of America (PDCA) Technical Manual as a reference standard.

1.04 SUBMITTALS

- A. Manufacturer's Data:

1. Submit manufacturer's technical information in standard printed published form, including performance criteria, label analysis, application instructions and MSDS sheets for each material proposed for use.
2. List each material and cross-reference to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.

1.05 DELIVERY AND STORAGE

- A. Deliver all paint to site in manufacturer's sealed and labeled containers. Labels shall bear manufacturer's name, brand, type of paint, Federal spec. number (if applicable), color of paint, and instructions for reducing.
- B. Store materials and equipment in a designated storage space on the site. Keep storage space neat, clean and accessible at all times. Protect floors from paint spillage.

1.06 PROTECTION

- A. Place paint or solvent-soaked rags, waste, or other materials which might constitute a fire hazard in metal containers and remove from premises at the close of each day's work. Take every precaution to avoid damage by fire.
- B. Provide foam type 2-1/2 gallon capacity fire extinguishers for each paint storage space.
- C. Protect the work of all other trades against damage, marking or injury by suitable covering during the progress of the painting and finishing work.

1.07 JOB CONDITIONS

- A. Examine all surfaces to receive coatings and report to the Consultant any condition which is not acceptable. Commencement of work and in any area constitutes acceptance of conditions and places the responsibility for a workmanlike job on this Section.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 95 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.

PART 2 - PRODUCTS

2.01 MATERIAL QUALITY

- A. Provide only absolutely pure linseed oil, turpentine, shellac, and other like materials that are of the highest quality, with identifying labels intact and seals unbroken. Use no thinners other than those specified by the manufacturer.
- B. Use only primers and undercoaters that are suitable for each surface to be covered and that are compatible with the finish coat required.
- C. Use products of the same manufacturer for succeeding coats.
 - 1. Where existing previously painted surfaces are to be finish painted, confirm compatibility of existing painted surfaces with the manufacturer of the succeeding new paints.
 - 2. Where specific products by selected manufacturers are named, approved equals from ICI Paint Stores, Dunn Edwards Corp., Frazee/Deer-O, Sherwin-Williams Paint Co. and Pioneer Paint may be submitted.
- D. All materials shall comply with Environmental Protection Agency Pt. 59, Subpt. D, Table 1 of Section 40CFR Parts 53-59, Volume 5, 2004 Edition.

2.02 METAL PRIMERS

A. General:

1. For new metal surfaces not otherwise specified for shop prime painting and for touch-up painting of shop prime coats, provide one of the following metal primers as appropriate for the surface condition and finish coats of the metal.
 - a. Field touch-up painting shall be in accordance with SSPC-PA 1-64 and shall be of the same kinds and number of coats as applied in the shop.
 - b. Refer to other sections of these specifications for shop primed items.

B. Ferrous Metal Primers:

1. Hot rolled steel surfaces to receive alkyd or acrylic latex finish coats shall be primed with one of the following primers:
 - a. Syn-Lustro (W8), Corrobar (43-5), Galv-Alum (43-7) or Bloc-Rust (43-4) by Dunn Edwards
 - b. PRO-CRYL B66-310; Sherwin Williams.
 - c. PPG 94-231

or approved equal.

C. Non-ferrous Metal Primers:

1. Surfaces to receive alkyd or acrylic latex finish coats shall be primed with one of the following primers:
 - a. Syn-Lustro (W8), Galv-Alum (43-7) or Ultra-Grip (W 715) by Dunn Edwards.

or approved equal.

D. Primers for Galvanized Metal:

1. Existing galvanized surfaces should be etched with Metal Etch (JASCO- 0702-1) or approved equal after being solvent cleaned to remove oil, grease and other contaminants.
2. For surfaces to receive finish coats of oil base paints or touch-up of galvanized surfaces to receive acrylic latex paint, provide the following:
 - a. FS TT-P-641G-77, Type II or III zinc dust; zinc oxide, alkyd or phenolic.

2.03 PAINT SYSTEMS

- A. Provide the following paint systems for the various substrates, as indicated.

B. Ferrous or Non –Ferrous Metals:

1. Acrylic Latex Semi-Gloss or Gloss Finish
 - a. 1st Coat-metal primer as specified elsewhere in this section.
 - b. 2nd Coat-Semi-Gloss or High gloss acrylic enamel Syn-Lustro W9 or Permagloss W960 by Dunn Edwards, or approved equal.
 - c. 3rd Coat- Semi-Gloss or High gloss acrylic enamel Syn-Lustro W9 or Permagloss W960 by Dunn Edwards, or approved equal.
 - d. Not less than 4.0 mils dry film thickness including primer.

C. Zinc Coated Metal:

1. Acrylic Direct-To-Metal (DTM) system.
 - a. Pretreat galvanized metal as specified elsewhere in this section.
 - b. 1st Coat-Semi-Gloss or High gloss acrylic enamel Syn-Lustro W9 or Permagloss W960 by Dunn Edwards, or approved equal.
 - d. 2nd Coat- Semi-Gloss or High gloss acrylic enamel Syn-Lustro W9 or Permagloss W960 by Dunn Edwards, or approved equal.
 - e. Not less than 4.0 mils dry film thickness including primer.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

A. General:

1. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
2. Clean surfaces to be completely dry prior to applying primers, paints or surface treatments. Remove oil and grease with clean cloths and cleaning solvents. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film. For excessive chalked surfaces, pressure washing or scrubbing the surface with a stiff brush and mild detergent is necessary. Rinse thoroughly with a strong stream of water.
3. Before applying succeeding coats, primers and undercoats shall be completely integral and shall perform the function for which they are specified. Properly prepare and touch up all scratches, abrasions or other disfigurements and remove any foreign matter before proceeding with the following coat. All spot-priming or spot-coating shall be featheredged into adjacent coatings to produce a smooth and level surface.

B. Ferrous Metals:

1. For new ferrous metals, after erection is completed, touch-up heads of bolts, welded surfaces which are unpainted, and surfaces or areas where the primer has been abraded or otherwise damaged. For Paint System 2.07 B.1 use SSPC SP-2 and SSPC PC-3 Hand and Power tool Cleaning prior to application of the touch-up painting. For Paint System 2.07 B.2 use SSPC-SP6.
2. For existing ferrous metals in good condition, power wash using approved cleaning solvents and minimum pressures of 2,500 to 5,000 PSI at a flow of 4 to 14 gallons per minute in accordance with SSPC SP1.
3. For ferrous metals that are heavily corroded metal, or have loose rust, mill scale, coatings, or other detrimental foreign matter, sandblast clean to SSPC-SP6.

C. Galvanized Metals:

1. All galvanized metals to receive factory Paint-Grip Phosphate Surface Treatment, or approved equal.
2. Prior to paint application, clean galvanized metal surfaces of all oil, grease and other contaminants in accordance with the applicable requirements of SSPC-SP 1-63 "Solvent Cleaning" and prime as specified elsewhere in this section.
3. Prior to application of subsequent coats, thoroughly clean all surfaces to ensure the removal of any grease, soil, dust or foreign matter. Take particular care to prevent the contamination of cleaned surfaces with salt, acids, alkali or other corrosive chemicals before prime coating and between subsequent coats of paint.

3.02 MATERIALS PREPARATION

- A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials.

3.03 APPLICATION

- A. Apply paint with brush, roller, spray, or other acceptable practice in accordance with the manufacturer's directions.
- B. Spread all materials evenly and smoothly without runs, sags or other defects. Make edges of paint adjoining other materials or colors sharp and clean, without overlapping.
- C. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried.

- D. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.

3.04 CLEAN-UP

- A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION