

DIVISION 1 – INSTRUCTIONS

- A. The General Requirements Sections are standard to DGS projects. They are written to complement the General Conditions of the Construction Contract and other standard DGS Contract Documents. The Sections are to be included in the order listed. Additional Sections may be inserted between standard Sections, where appropriate. Adding Sections to the standard DGS Division 1 must be approved by the DGS Design Project Manager.

- B. **Editing Sections:** The Professional **must edit** the Sections to suit each individual Project using the “Track Changes” function in Microsoft Word. When submitting the draft Division 1 specifications for the Design Development Submission, submit a copy showing track changes. Add, delete or modify provisions to suit the individual Project. Each Section, as presented here, includes notes to the specification writer. **Remove** all notes to the Professional, indicated in bold italicized text within brackets [***bold***] as part of the editing process. **Do not** make changes simply to have the Requirements conform to the Professional's own preferred format or content.

- C. **Adding / Deleting Sections:** Delete Sections not applying to the individual Project. Add Sections to incorporate requirements needed for an individual Project that are not covered in the standard Sections. **Do not** add Sections to Division 1 without verifying that the requirement is not covered in the General Conditions. **Do not** use Division 1 Sections of published specifications, such as MasterSpec, without careful and extensive editing. They have conflicts with the DGS standard General Conditions of the Construction Contract, General Requirements, and Construction Administrative Procedures.

- D. **Note:** Many requirements are included in the DGS Instructions To Bidders, Standard Form of the Contract, General Conditions of the Construction Contract, Administrative Procedures, etc. **Do not** edit Division 1 Sections to add requirements that change the provisions of these documents without specific authorization of DGS. **Do not** edit or add provisions that create conflicts with the General Conditions of the Construction Contract. **Do not** add provisions to the General Requirements that are already covered in the General Conditions of the Construction Contract.

- E. **Applicable Sections:** Not all the standard Division 1 Sections apply to every project. Discuss the list of Division 1 sections with the DGS Design Project Manager, to determine which sections are applicable to the particular Project.

- F. **Additional Instructions:** Refer to the 2017 Project Procedure Manual for additional instructions regarding Division 1 – General Requirements.

- G. **Editable Documents:** Electronic versions of the Division 1 – General Requirements sections in MS Word format are available in the Administrative Instructions Project in e-Builder. The Professional may download these versions from e-Builder and edit to suit the Project.

TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

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<u>SECTION</u>	<u>TITLE</u>
Section 010100	Summary of Work
Section 010250	Unit Prices in Lump Sum Contracts <i>[if applicable]</i>
Section 010300	Base Bid Descriptions
Section 010400	Coordination and Control
Section 013100	Sequence of Construction and Milestones
Section 013110	Sequence of Construction and Milestones (Critical Projects) <i>[if applicable]</i>
Section 014000	Quality Control Testing Services
Section 014010	Quality Assurance Testing and Inspection Services
Section 015000	Temporary Utilities

CLIENT AGENCY SPECIFIC SUPPLEMENTAL PROVISIONS

[The following are additional available Division 1 Sections which are applicable only to certain projects for specific Client Agencies and may not be used without the approval of the Design Project Manager.]

Section 016100	Department of Corrections - Supplemental Provisions <i>[if applicable]</i>
Section 016150	Department of Human Services – Supplemental Provisions <i>[if applicable]</i>
Section 016200	Historical and Museum Commission Projects – Supplemental Provisions <i>[if applicable]</i>
Section 016250	Pennsylvania State Police – Supplemental Provisions <i>[if applicable]</i>
Section 016300	Flood Protection Projects – Supplemental Provisions <i>[if applicable]</i>
Section 016350	Department of Military & Veterans' Affairs (BVH) – Supplemental Provisions <i>[if applicable]</i>
Section 016400	Capitol Complex Security Program and Contractor Requirements <i>[if applicable]</i>

SECTION 010100SUMMARY OF WORK**[Refer to the Division 1 Instructions for editing guidelines.]**PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 LOCATION

- A.

1.3 PROJECT DESCRIPTION

- A.

1.4 CONTRACT DURATION

- A. The Construction Contract duration shall be xxx calendar days commencing on the date of the Initial Job Conference.

1.5 WORK INCLUDED

- A. The Work of this Project consists of, but is not necessarily limited to, the following. Detailed requirements of the Work are described in the pertinent specification Sections and/or shown on the Drawings.
- B. General Construction (.1) Contract:
- 1.
 - 2.
 - 3.
- C. HVAC Construction (.2) Contract:
- 1.
 - 2.
 - 3.
- D. Plumbing Construction (.3) Contract:
- 1.
 - 2.
 - 3.
- E. Electrical Construction (.4) Contract:
- 1.
 - 2.
 - 3.
- F. _____ Construction (.5) Contract: ***[if applicable]***
- 1.

- 2.
- 3.

G. _____ Construction (.6) Contract: ***[if applicable]***

- 1.
- 2.
- 3.

1.6 SPECIFICATION FORMAT ***[Edit to meet the specific requirements of the Project]***

- A. The Specifications for the work of the separate prime Contracts are bound in one volume. Technical provisions which apply to each prime Contract are included in the Divisions listed below:
- B. General Construction (.1) Contract: Divisions 01 through 14 and Divisions 31, 32 and applicable Sections of Division 33
- C. HVAC Construction (.2) Contract: Divisions 01, 23 and applicable Sections of Divisions 02, 03, 05, 07, 09, 25, 31, 32 and 33.
- D. Plumbing Construction (.3) Contract: Divisions 01, 21, 22 and applicable Sections of Divisions 02, 03, 05, 07, 09, 25, 31, 32 and 33.
- E. Electrical Construction (.4) Contract: Divisions 01, 25, 26 and applicable Sections of 02, 03, 07, 08, 31, 32, and 33.
- F. (Other) ***[Add other contracts and the applicable Divisions as required by the Project]***

Note: The term Professional refers to the Architectural or Engineering firm retained by the Department to design and document the work of the Project, or the Professional's authorized representative. The term Professional may also refer to the Client Agency if the Project design was delegated to the Client Agency. Throughout the Specifications and Drawings wherever the terms 'A/E', 'Architect' or 'Engineer' are used it shall mean Professional.

[Note: The term "Owner" must still be edited in the specs to clarify the correct referenced party by using DGS terminology of Department, Client Agency or Institution.]

1.7 WORK BY OTHERS

- A.

1.8 QUESTIONS DURING BIDDING PERIOD

- A. Direct all questions pertaining to the Project to the Project Professional utilizing the e-Builder Enterprise Software Program (e-Builder) as described in the Instructions To Bidders.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 010250UNIT PRICES IN LUMP SUM CONTRACTS

[This Section is only used under certain conditions. Discuss with the Design Project Manager before including this Section. Refer to the Division 1 Instructions for editing guidelines.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 DEFINITIONS

- A. Unit Price: An amount bid by the Contractor for a unit quantity of a work item listed in the Schedule of Unit Prices.
- B. Schedule of Unit Prices: The schedule of work items in the Contract for which the Contractor is to provide a price for adjusting the Contract amount for changes in quantity of work required.

1.3 PROCEDURES

- A. Unit Prices will be used as the basis for computing "additions to" or "deductions from" the Lump Sum Contract amount for extra work and for reductions in quantities of work called for by the Contract Documents. The unit price applied for "Adds" to the bid quantity will be equal to the unit price applied for "Deducts" to the bid quantity for each item listed. Unit Prices shall remain binding and irrevocable for the entire period of the Contract.
- B. Unit Prices shall include all costs by the Contractor, his suppliers and subcontractors for the work, including labor, material, tools, equipment, insurance, taxes, field overhead, general overhead and profit and bond. The work shall include all incidental items required to complete the work.
- C. The Department will not be bound by the Unit Prices unless it accepts the same by indication on the Construction Contract. The Department may award the contract without accepting the bidder's Unit Prices. If the Department and the Contractor are unable to agree upon a new Unit Price, the Department may at its discretion, direct the Contractor to perform such work on a force account basis.
- D. Work added to the Contract will be of the same general character as that required by the Contract Documents. Contractors are to assume that changes will be made in a timely manner, not requiring the Contractor to incur additional mobilization or other disproportional expenses in connection with the adjustment in contract quantities.
- E. Each bidder shall carefully check the drawings and specifications for the Base Bid quantities required to be included under the Contract.
- F. Contractors are to comply with requirements of the Instructions to Bidders and instructions for completion of the Bid Form.

1.4 SCHEDULE OF UNIT PRICES

- A. The following Schedules of Unit Prices apply to the Contracts indicated on the Schedules. The Contractor is to provide Unit Prices for all items.

[Professional shall fill out and complete the Schedule of Unit Prices for each Contract including the quantity for each item included in the lump sum base bid. The table can be

expanded if the items and quantities differ between the individual Base Bids. Descriptions of work items are to be fully described in the applicable technical sections. Include in the schedule, sufficient description of the work items to positively link them to the detailed descriptions in paragraph 1.7 and the descriptions in the technical sections. Bid Forms shall include the Schedules applicable to each Contract.]

GENERAL CONSTRUCTION (.1) CONTRACT – SCHEDULE OF UNIT PRICES			
ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY IN LUMP SUM BID
1			
2			
3			

HVAC CONSTRUCTION (.2) CONTRACT – SCHEDULE OF UNIT PRICES			
ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY IN LUMP SUM BID
1			
2			
3			

PLUMBING (.3) CONTRACT – SCHEDULE OF UNIT PRICES			
ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY IN LUMP SUM BID
1			
2			
3			

ELECTRICAL (.4) CONTRACT – SCHEDULE OF UNIT PRICES			
ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY IN LUMP SUM BID
1			
2			
3			

1.5 CHANGES

- A. All changes in the quantity of work for which there is a Unit Price will be authorized using change order procedures provided in the General Conditions. Change Orders shall be written prior to performing the work where possible but may be written after the work is authorized, completed and measured when quantities are not able to be determined in advance.

1.6 MEASUREMENT

- A. Measurement of the work quantities where the work is performed prior to issuance of a Change Order shall be net quantities and not include cutting waste, or other adjustments to the unit of measure of the Unit Price. The Department and Contractor shall arrive at a rational procedure for measurement prior to performing the work. The Contractor shall be responsible for measurement and will submit the calculations and worksheets to the Department for approval.

1.7 DESCRIPTIONS OF UNIT PRICES

[Unit prices are to be coordinated between Contracts so that if a Unit Price affects more than one Contract it has the same Base Bid number. Descriptions here shall be in detail and shall include methods of measurement and reference to the corresponding, appropriate technical specification section numbers and the technical sections should reference back to this Section 010250.]

A. General Construction (.1) Contract:

1. Unit Price 1:
2. Unit Price 2:
3. ***[Others as required]***

B. HVAC Construction (.2) Contract:

1. Unit Price 1:
2. Unit Price 2:
3. ***[Others as required]***

C. Plumbing Construction (.3) Contract:

1. Unit Price 1:
2. Unit Price 2:
3. ***[Others as required]***

D. Electrical Construction (.4) Contract

1. Unit Price 1:
2. Unit Price 2:
3. ***[Others as required]***

E. _____ Construction (.5) Contract: ***[if applicable]***

1. Unit Price 1:
2. Unit Price 2:
3. ***[Others as required]***

F. _____ Construction (.6) Contract: ***[if applicable]***

1. Unit Price 1:
2. Unit Price 2:
3. ***[Others as required]***

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 010300BASE BID DESCRIPTIONS

[In preparing this section, please note that base bids are to be additive meaning each base bid includes all work of the previous base bid but adds additional work to the previous base bid. Do not use add or deduct alternates to describe the base bids.

Refer to the Division 1 Instructions for editing guidelines.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections “General Conditions of the Construction Contract”, “Special Conditions”, and “Division 1 - General Requirements” form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 SECTION INCLUDES

- A. This Section includes identification of each Base Bid and description of the changes to be associated with each Base Bid.

1.3 DESCRIPTION OF SEPARATE BASE BIDS

A. GENERAL CONSTRUCTION CONTRACT (DGS X-XXXX-XXXX PHASE X.1)

- 1. Base Bid No. 1:
 - a. Shall include all the work indicated on the Contract Drawings and described in the Contract Specifications except that work specifically called out as being part of another Base Bid.
- 2. Base Bid No. 2:
 - a. Same as Base Bid No. 1, except add - - -
- 3. Base Bid No. 3:
 - a. Same as Base Bid No. 2, except add - - -
- 4. Base Bid No. 4: ***[if applicable]***
 - a. Same as Base Bid No. 3, except add - - -

B. HVAC CONSTRUCTION CONTRACT (DGS X-XXXX-XXXX PHASE X.2)

- 1. Base Bid No. 1:
 - a. Shall include all the work indicated on the Contract Drawings and described in the Contract Specifications except that work specifically called out as being part of another Base Bid.
- 2. Base Bid No. 2:
 - a. Same as Base Bid No. 1, except add - - -
- 3. Base Bid No. 3:
 - a. Same as Base Bid No. 2, except add - - -

4. Base Bid No. 4: ***[if applicable]***
 - a. Same as Base Bid No. 3, except add - - -

C. PLUMBING CONSTRUCTION CONTRACT (DGS X-XXXX-XXXX PHASE X.3)

1. Base Bid No. 1:
 - a. Shall include all the work indicated on the Contract Drawings and described in the Contract Specifications except that work specifically called out as being part of another Base Bid.
2. Base Bid No. 2:
 - a. Same as Base Bid No. 1, except add - - -
3. Base Bid No. 3:
 - a. Same as Base Bid No. 2, except add - - -
4. Base Bid No. 4: ***[if applicable]***
 - a. Same as Base Bid No. 3, except add - - -

D. ELECTRICAL CONSTRUCTION CONTRACT (DGS X-XXXX-XXXX PHASE X.4)

1. Base Bid No. 1:
 - a. Shall include all the work indicated on the Contract Drawings and described in the Contract Specifications except that work specifically called out as being part of another Base Bid.
2. Base Bid No. 2:
 - a. Same as Base Bid No. 1, except add - - -
3. Base Bid No. 3:
 - a. Same as Base Bid No. 2, except add - - -
4. Base Bid No. 4: ***[if applicable]***
 - a. Same as Base Bid No. 3, except add - - -

[If additional prime construction contracts exist on the Project, follow the same format as above when listing the base bids for each contract.]

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 010400COORDINATION AND CONTROL**[Refer to the Division 1 Instructions for editing guidelines.]**PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 SECTION INCLUDES

- A. This section includes the on-site provisions that govern the performance of the work to complete this Project.

1.3 CONTRACTS - FOR THIS PROJECT CONSTRUCTION

[If the General Construction Contractor is not the Lead Contractor as shown below, Professional shall modify to indicate the Lead Contractor.]

- A. DGS X-XXXX-XXXX PHASE X.1 General Construction (Lead Contractor)
- B. DGS X-XXXX-XXXX PHASE X.2 HVAC Construction
- C. DGS X-XXXX-XXXX PHASE X.3 Plumbing Construction
- D. DGS X-XXXX-XXXX PHASE X.4 Electrical Construction
- E. DGS X-XXXX-XXXX PHASE X.X Other

1.4 VISIT TO SITE

- A. For access to the site during the bidding period contact the Client Agency site personnel with phone number listed below:

1. Client Agency Site Representative: _____
2. Telephone Number: (_____) _____

[For DOC projects, discuss with the DPM about replacing the above paragraph with the following]

- A. Access to the facility during the bidding period will be restricted to a tour associated with the Pre-Bid Conference or other scheduled events.
- B. Security Clearance Check: The Department of Corrections requires that all attending the Pre-Bid Conference receive a Security Clearance Check in advance. See Specification Section 016100, Article 1.13, Paragraph A, for the requirements. Submit the required information at least (5) working days in advance of the Pre-Bid Conference to:

1. Client Agency Site Representative: _____
2. Telephone Number: (_____) _____

1.5 UNIDENTIFIED HAZARDOUS MATERIALS (ASBESTOS, CHEMICALS, ETC.)

- A. There is a possibility that hazardous materials not identified in the contract documents may be discovered on this project. Should it be determined that some or all of the hazardous materials must be removed, the Contractor shall obtain an estimate for said removal from a Subcontractor who is experienced in the field, has insurance and is knowledgeable of the regulations as they apply. The Contractor may provide the estimate itself if it is qualified in the applicable hazardous materials field. The Department shall consider authorizing a Change Order for the removal of the hazardous material to the extent necessary.
- B. The Contractor or Subcontractor must comply with all requirements of the General Conditions, including the maintenance of insurance up to the limit required under the General Conditions.
- C. Should a hazardous material be encountered on the job, the Contractor shall comply with all statutes and regulations of the Commonwealth of Pennsylvania and all rules and regulations of the United States Environmental Protection Agency as they apply during construction and demolition work and the disposal of hazardous material. Particular attention is drawn to Code of Federal Regulations, Title 40, Part 61, Section 112 of Clean Air Act and PA Department of Labor and Industry, Act 194 for asbestos.
- D. The Contractor shall comply fully with the regulations of OSHA as they pertain to the protection of workers exposed to the emission of asbestos fibers, chemicals, etc. and shall take all steps necessary to protect its employees, as well as all other people occupying the building.
- E. Whenever a hazardous material is to be removed or disposed of, the Contractor is required to make proper notification to the Bureau of Air Quality in the PA Department of Environmental Protections' Regional Office, PA Department of Labor and Industry and EPA as applicable, and is required to obtain and pay for any permits required. Disposal shall conform to all applicable regulations and documentation shall be required when, applicable.

1.6 LEAD PAINT

[Utilize this paragraph for projects where building age is 1978 and older. Building age 1979 and newer shall use this paragraph if paint testing identifies the existence of lead paint.]

- A. All work is to be performed with the assumption that all painted surfaces are lead containing. Each Prime Contractor is responsible for following all required OSHA 1926.62 'Lead In Construction' standards when disturbing or impacting these painted surfaces during the course of the renovations, including but not limited to activities such as: cutting and patching, core drilling, penetration, anchoring, fastening, etc. The area(s) shall be visually clean upon completion of any of these activities.
 - 1. Action Plan: Contractor(s) shall submit an Action Plan that conforms to Paragraph 1.6.A.1-3 herein for approval at the Initial Job Conference, which specifically outlines details of means and methods to be used for each dust-generating activity involving lead-painted surfaces, erection of critical barriers and plastic sheeting for dust control, subsequent exposure assessment, personal protective equipment, hygiene and clean-up.
 - 2. Contractor(s) shall utilize means and methods that preclude dust generation to complete work that disturbs/impacts lead-containing paint (i.e., paint stripper, HEPA-assisted drills, etc.).
 - 3. Contractor(s) shall ensure areas beyond work area are not contaminated, and shall immediately stop work and erect plastic sheeting to prevent the spread of dust, anytime means and methods inadvertently create dust.

1.7 MOLD

- A. In the event mold is encountered, the Contractor shall implement corrective actions to protect workers, other building occupants, and to prevent the disturbance of mold in affected areas. Although not presently regulated by EPA and/or OSHA, the EPA does provide industry standards regarding worker safety and abatement procedures, which are the minimum procedures to be followed if mold is encountered.

- B. Any mold that appears as a result of construction shall be abated immediately by the Contractor responsible for this condition. The affected surface shall be cleaned, removed, and replaced. Inspection and testing shall be done by a qualified testing agency to confirm the mold has been removed in its entirety.

1.8 TESTING OF EQUIPMENT

- A. After any equipment furnished under the contract and any permanent heating, ventilating, plumbing, drainage or electrical systems and equipment have been installed or modified, it shall be the responsibility of the Contractor to operate its equipment for a satisfactory period of time, as required by the Department for proper testing and instructing the operating personnel. Fuel, electricity and water required for proper testing of permanent equipment and for the period of instructing personnel, shall be paid for by the Contractor testing its equipment.

1.9 PROJECT PHOTOGRAPHS *[Professional to Edit as Required.]*

- A. ***[Professional: Define the number and frequency of digital photos to be taken during construction since the DGS General Conditions of the Construction Contract no longer requires photographs.]*** Submit four (4) copies of photo(s) selected from final photo set by the Department to be distributed to participating Federal Agencies. ***[Delete this paragraph if no Federal Participation.]***
- B. Refer to Section 016200 – Historical Projects, Supplemental Provisions. ***[Delete this paragraph if not a Historical Project.]***
- C. Project Photographs not required. ***[Delete this paragraph if Paragraph A or B above is used]***

1.10 INSTRUCTIONS AND TRAINING

- A. Refer to the General Conditions of the Construction Contract, as specified in the applicable technical portion of each specification for "Operations and Maintenance Instruction Manuals" and "Record Drawings" requirements.
- B. Unless approved by the Department, training shall not be scheduled/conducted until Record Drawings, Operation and Maintenance Instruction Manuals, valve tag lists, equipment and piping system identification, and all software programming is complete.
- C. Provide full on-site training and instruction to designated Commonwealth personnel given by competent manufacturer's authorized personnel thoroughly familiar with all technical and operational aspects of the installed items. Instructions are to cover operation and maintenance of all systems, equipment components and other items as specified and furnished under this contract. Instructional digital video recordings may be used to augment required instructions and training but may not be substituted for the in person on-site training. All on-site training shall be digitally recorded by the Contractor. The digital video files are to be turned over to the Client Agency.
- D. Contractor shall provide an outline of the training and course content, which shall be submitted and accepted by the Professional and the Department prior to conducting training.
- E. Conduct instruction and training during regular working hours. For training on complicated systems, allow at least one-half of the training time to be at and/or with the system equipment.
- F. Provide additional training and instructions for all significant modifications and/or changes made under the terms and/or conditions of the manufacturer's and/or Contractor's warranty.

- G. The Contractor shall maintain and submit a sign-in list that clearly documents all personnel attending the training.

1.11 PROJECT SIGN

- A. Provide a Project Sign. Refer to the General Conditions of the Construction Contract.

1.12 REUSE OF MATERIALS ***[Professional shall edit as required.]***

- A. No removed materials or equipment shall be reinstalled in the work, unless so noted on the Drawing or in these Specifications.
- B. Historical Projects: Refer to Section 016200 – Historical and Museum Commission Projects-Supplemental Provisions, for special instructions. ***[Delete if not a Historical Project.]***

1.13 GENERAL

- A. All construction trailers, offices, equipment and materials required to be on-site shall be located as shown on the Drawings, or at the direction of the Department.

1.14 WORKING HOURS

- A. The Contractor's available working hours shall be from _____ A.M. to _____ P.M., Monday through Friday. ***[Professional shall verify acceptable work hours with the Client Agency. DGS typical work hours are between 6:00 AM to 6:00 PM.]***
- B. Work during different hours, or work on Saturdays, Sundays, State and National Holidays or overtime work, must have the Regional Director's or his designee's prior written approval. Work on these days if approved shall be at no additional cost or time to the Contract.
- C. This shall not apply in those unforeseen isolated and/or emergency instances when a particular operation must be performed in a continuous sequence that extends the working day beyond the approved working hours. Coordinate with the Department in these instances.
- D. The Department's failure to approve different working hours, weekend or holiday working hours, or overtime hours is not cause for a claim against the Department for delay or any added costs or time to the Contract.
- E. Utility shut-downs required for tie-ins to existing systems shall be done in off-hours, weekends, and/or holidays to minimize the impact on the operations of the Client Agencies (and/ or surrounding buildings). These costs shall be anticipated and included in the Contractor's bid.

1.15 DELIVERY, STORAGE AND HANDLING

- A. Prefinished materials shall arrive at job site in their original unopened cartons or other protective packaging necessary to protect finishes. Materials shall be stored in such packages until time of application. Flat materials such as panels shall arrive and remain on adequate support to ensure flatness and prevent damage.
- B. Store all materials, equipment and bulk items prior to installation in clean, dry, well ventilated locations away from uncured concrete, masonry or damage of any kind. Waterproof tarpaulin or polyethylene sheeting must allow for air circulation under covering.
- C. Coordinate storage location with the Department.
- D. Refer to each section for specific delivery, handling and storage instructions of items specified.

1.16 PARKING ***[Edit as required; check with the Client Agency. If no on-site parking accommodations are available through the Client Agency, state it as such here.]***

- A. Parking shall be limited to areas indicated on the Site Plans. All parking is subject to prior approval of the Department and Client Agency.

1.17 TRAFFIC

- A. The Lead Contractor shall establish at the Initial Job Conference a construction staging and traffic plan for the project which minimizes the construction interference with the Client Agency's operation. This plan is subject to the Department's and the Client Agency's review and acceptance. This acceptance does not relieve the Contractors of their responsibilities regarding safety coordination, and adherence to all traffic laws and ordinances.

1.18 SUBSURFACE INFORMATION

- A. Any available data concerning subsurface materials or conditions based on soundings, test pits or test borings, has been obtained by the Department for its own use in designing this Project. The Test Boring logs are incorporated into the construction contract as a Contract Document. However, the Geotechnical Report with all other exhibits is provided for information purposes only; it is not to be relied upon or included in the construction contract as a Contract Document. The Report is available to Bidders but the Bidders must agree and acknowledge that the information and recommendations in the Report are not warranted for accuracy, correctness or completeness, and is not incorporated as a Contract Document.
- B. Test Boring logs reflect the conditions at the specific locations of each test boring only. The Contractor accepts full responsibility for any conclusion drawn with respect to conditions between test borings. Bidders shall therefore undertake to perform their own investigation of existing subsurface conditions. The Department will not be responsible in any way for the consequences of the Contractor's failure to conduct such an investigation. Excavation for the Project is "Unclassified" as fully described in the Earthwork Section.

1.19 SITE FENCE

- A. ***[A site fence is to be included when site conditions warrant, as determined by the Client Agency. Fences may be around the construction site, or just around the staging areas. In some cases, an inexpensive fence similar to a snow fence or plastic net is sufficient, other times a substantial wire or wooden fence is needed. Specify the required fence under this heading, and indicate location on drawings.]***

1.20 ENVIRONMENTAL QUALITY CONTROL

- A. The Prime Contractor and its Subcontractors shall perform their work in a manner which shall minimize the possibility of air, water, land and noise pollution, in accordance with the General Conditions of the Construction Contract.
- B. The name, address and telephone number of the Department of Environmental Protection Regional Office is furnished below. This office shall be contacted for waste disposal permits and for information concerning sites already approved for conducting waste disposal. ***[Delete all but the appropriate office and counties.]***

Southeast Regional Office
2 East Main Street
Norristown, PA 19401-4915
(484) 250-5900

Counties: Bucks, Chester, Delaware,
Montgomery, and Philadelphia

Northeast Regional Office
2 Public Square
Wilkes-Barre, Pa 18701-1915
(570) 826-2511

Counties: Carbon, Lackawanna, Lehigh,
Luzerne, Monroe, Northampton,
Pike, Schuylkill, Susquehanna,
Wayne, and Wyoming

Southcentral Regional Office
909 Elmerton Avenue
Harrisburg, Pa. 17110-8200
(717) 705-4700

Counties: Adams, Bedford, Berks, Blair,
Cumberland, Dauphin, Franklin,
Fulton, Huntingdon, Juniata,
Lancaster, Lebanon, Mifflin,
Perry, and York

Northcentral Regional Office
208 West 3rd Street, Suite 101
Williamsport, Pa. 17701-6448
(570) 327-3636

Counties: Bradford, Cameron, Clearfield,
Centre, Clinton, Columbia,
Lycoming, Montour,
Northumberland, Potter, Snyder,
Sullivan, Tioga, and Union

Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222-4745
(412) 442-4000

Counties: Allegheny, Armstrong, Beaver,
Cambria, Fayette, Greene,
Indiana, Somerset, Washington,
and Westmoreland

Northwest Regional Office
230 Chestnut Street
Meadville, PA 16335-3481
(814) 332-6945

Counties: Butler, Clarion, Crawford, Elk,
Erie, Forest, Jefferson, Lawrence,
McKean, Mercer, Venango, and
Warren

1.21 OFFICE FOR CONTRACTOR

- A. Each Prime Contractor shall provide and maintain, at its cost, a suitable office on the premises, at a location shown on the Lead Contractor's accepted staging plan. The Contractor shall provide and maintain heating facilities and supply fuel for same in cold weather, and shall remove the office from the premises at completion of all work. Provide electrical, telephone and internet service.

1.22 DGS CONSTRUCTION MANAGER OFFICE

[The Professional must check with the DGS Construction Regional Director (or designee) to determine the size of the office space and equipment needed for the DGS Construction Manager. Check with the Client Agency to determine if it will provide the required space and/or the equipment. The Professional and DGS Construction Regional Director (or designee) shall inspect the Client Agency's proposed space, and equipment when offered, during the mandatory site coordination visit prior to the Interim Construction Documents Submission or Interim Construction Documents/Construction Documents Submission if it is a combined submission (See DGS Project Procedure Manual Section 601).]

- ***Be certain to include space and equipment for the Professional's full time on-site Representative within the DGS Office, when this service is included in the professional services.***
- ***If the Client Agency is providing the space, consult with the DGS Construction Regional Director (or designee), and indicate those specific rooms on the Contract Drawings and specify all work required by the Contractor(s) to prepare those spaces.***
- ***If an office and equipment are to be furnished by the Project, use paragraphs A, B, C, and D, properly edited, after consultation with the DGS Construction Regional Director (or designee).***
- ***If an existing space is available, but equipment is to be furnished by the Project, use paragraphs C and D, properly edited, after consultation with the DGS Construction Regional Director (or designee).]***

- A. The Lead Contractor shall prepare a drawing of the DGS Construction Manager Office along with proposed arrangement of the Contractor's Office and construction staging area for the

Department's approval. An electronic copy in .pdf format of the sketch plan is to be submitted through e-Builder to the Department within 7 calendar days of Effective Date of Contract or issuance of Letter of Intent whichever occurs first.

- B. The Lead Contractor shall furnish, within five (5) days of the Department's approval of the Lead Contractor's drawing, a suitably finished mobile office of at least _____ square feet **[600 to 1,000 square feet, as agreed to by the Construction Regional Director or Construction Project Manager]**, including the necessary extension or provisioning of utilities and service lines required for its proper operation. The Lead Contractor shall clean this office at least bi-weekly, maintain and pay all utility bills, for the duration of the Project, through the completion of all punch list items (unless directed otherwise by the Department). The Lead Contractor shall remove the office from the premises when directed by the Department. The office shall be suitably partitioned as directed by the Department and shall include:

1. Heating and Air-Conditioning
2. Screened and locking high security windows with bars, on at least two (2) sides, provided with adequate window blinds
3. Locking high strength steel, high security doors with high quality deadbolt door locks, complete with entrance steps and up to four (4) sets of keys
4. Lighting and electrical receptacles of suitable number and capacity
5. One (1) Restroom with water closet, and lavatory with hot and cold water and sanitary service. **[The Professional shall assess the availability of water and sanitary utilities in close proximity of the office. If utilities are not reasonably available, other accommodations may be specified. This shall be coordinated with the DGS Construction Regional Director or Construction Project Manager.]**
6. A first quality mercury thermometer on outside of the DGS Construction Manager Office which records the high and low temperature for the day
7. The Lead contractor shall arrange for all electrical power hook-up/service (as well as water and sanitary, if required), and shall be responsible for all cost necessary to provide these services to the DGS Construction Manager Office (including monthly utility costs). A temporary electric service shall be ordered from the utility provider. If the temporary electrical service is not readily available from the utility provider, a temporary generator shall be provided and maintained (including fuel) until such time power can be established.)
8. The Lead Contractor to install (4) 9'x20' parking spaces directly adjacent to the DGS Construction Manager Office location. Specific location of parking spaces to be coordinated with Constuction Project Manager.
[For projects that do not have public or Client Agency sanitary and domestic utility service, or the existing services are not adequate or accessible for the mobile office, include the following two paragraphs. Otherwise delete the following two paragraphs.]
9. Sanitary holding tank (to accommodate item 5 above) with capacity for three persons for a week, plus one weekly meeting with 12 persons. Tank shall be protected from freezing. Tank shall be emptied on weekly basis, more often if needed. Contractor shall arrange and be responsible for all cost necessary to provide this service to the field office (including all pickup and dump charges).
10. Domestic water holding tank with the same capacity as item 9 above (sized accordingly), to accommodate item 5 above.

- C. Equipment: The Lead Contractor shall furnish, with the DGS Construction Manager Office, the following items in the quantity indicated and remove same from the premises when directed by the Department. The Lead Contractor shall maintain all items in good condition and furnish all supplies (i.e., toner, paper, bottled water, drinking cups, bathroom supplies) for the duration of the Contract. If any equipment fails, it shall be repaired or replaced by the Lead Contractor within twenty-four (24) hours of being notified by the Department.

The specified IT hardware/peripherals shall be compatible with the HP Revolve 810 EliteBook and include all required battery chargers, data cables (including HDMI), software, ect. to provide a fully integrated and functioning system.

[Other equipment may be added to accommodate specific projects, at the Construction Regional Director's or designee's discretion.]

1. _____ Desk(s) with swivel chair(s)
2. _____ Electronic calculator
3. _____ Plans rack(s), plan rack shall include required quantity of plan sticks to fully utilize the plan rack
4. _____ Plans table(s) with stools
5. _____ Four (4) drawer file cabinet(s)
6. _____ 12" deep shelving units of thirty (30) lineal feet
7. _____ Six (6) foot table(s)
8. _____ Chair(s)
9. _____ Clothes tree or closet with rod
10. _____ Provide an all in one print/copy/scan/fax machine capable of producing 35 pages per minute double sided on 8-1/2"x11" and 11"x17". Machine shall be wireless capable and network capable and print/copy/scan/fax both in color and black and white
11. _____ Safety glasses
12. _____ Fire Extinguisher
13. _____ First-Aid Kit
14. _____ Water cooler, with hot and cold taps
15. _____ Telephones (cordless, with speaker phone capabilities), and answering machine.
16. _____ Trash cans

IT Hardware/Peripherals:

17. _____ Computer monitor(s) - basis of design - Hewlett Packard ProDisplay P232 - 23"
18. _____ Keyboard - basis of design - Hewlett Packard KU-1156
19. _____ Docking station with all associated cables for connection of all peripheral devices to support the Hewlett Packard Revolve 810 - Basis of design - HP 2013 UltraSlim Docking Station.
20. _____ Mouse - optical mouse with USB cord, dual button and scroll wheel – Basis of design - Hewlett Packard
21. _____ 55" High Definition LED flat panel monitor with wall mount bracket and remote. Monitor shall be network/wireless capable, 120Hz, 1080P.
22. _____ Wireless connectivity to the 55" High Definition LED flat panel monitor shall be accomplished with a wireless receiver and transmitter – Basis of design - ScreenBeam Mini2 wireless receiver (Catalog # SBWD60A01) and a ScreenBeam USB Transmitter 2 (Catalog # SBWD200TX02).
23. _____ 4'x3' white marker board with (2) sets of markers of standard color.
24. _____ 12 Month Wall Calendar - 20"x30" - Basis of design AT-A-GLANCE, Model #PM4-28-17

Other Items:

25. _____ Plain white ANSI approved hardhats
26. _____
27. _____
28. _____

- D. The DGS Construction Manager Office shall be equipped by the Lead Contractor with telephone cabling and jacks to connect one (1) telephone voice line for use by DGS Personnel. The Lead Contractor shall provide up to four (4) modular telephone jacks (RJ-11 connectors) in the main office area in locations indicated on the approved office plan accepted by the Department for use with the Contractor provided phones. The Lead Contractor will install telephone cable to connect each jack to the demarcation point where the local telephone company provides service (utility pole, telephone room or other access point). The Lead

Contractor shall place orders to the local telephone company to activate line service and pay for the service and monthly charges.

1. The Lead Contractor shall provide three (3) data/phone jacks in locations indicated on the approved office plan accepted by the Department for use with the Department's computer(s) and Contractor provided phones. The Lead Contractor shall provide a Broadband Internet service and pay all connections/disconnection and monthly fees. The Lead Contractor shall further provide Wi-Fi access utilizing WPA2 security. Options include cable modem, DSL, Satellite or similar service (dial up is not acceptable). The wireless access point should be positioned to provide sufficient coverage in the DGS Construction Managers Office space. The contractor shall provide usernames/passwords for authorized wireless users as determined by the DGS Construction Project Manager.
2. It shall be the Lead Contractor's responsibility to ascertain the means in which the Broadband Internet source will be provided. Internet download and upload speeds of 100Mbps shall be provided at all times. The Internet source must be coordinated with the DGS Construction Project Manager to assure compatibility with the Department's hardware/software requirements. Wireless access point shall be made fully operational and maintained by the Contractor. At the Department's sole discretion 4G LTE wireless hotspot internet service may be acceptable.

1.23 **SANITARY FACILITIES** *[Professional to edit after confirming with the Client Agency. Use the first paragraph A only when the Institution has agreed to make its facilities available, otherwise delete the first paragraph A and retain the second paragraph A.]*

- A. The following conditions shall pertain:
 1. Sanitary facilities will, within the limitations of the existing facilities, be provided by the Client Agency at no cost. The Lead Contractor shall provide all supplies and maintain the facilities in a clean and sanitary manner at all times.
 2. The existing facilities available for the Contractor's use will be assigned by the Department at the Initial Job Conference.
- B. *[Professional to delete this paragraph if paragraph A above is used.]* The Lead Contractor shall, at its cost, provide and maintain in a clean and sanitary condition, adequate and approved sanitary facilities in accordance with O.S.H.A. requirements. All facilities shall be screened against insects. When directed by the Department, the Contractor shall dismantle and remove these facilities and disinfect as required. Portable chemical toilets approved by the Pennsylvania Department of Health are acceptable. Under temporary field conditions, provisions shall be made to assure not less than one toilet facility is available.

1.24 **SMOKING POLICY**

- A. Smoking and use of smokeless-tobacco, chewing tobacco, snuff, Vape machines and similar paraphernalia are strictly prohibited in all buildings.

1.25 **CONCRETE AND EARTHWORK**

- A. All Contractors shall perform concrete work and earthwork required for their work, and shall comply with applicable Division 2, 3, 31, 32, and 33 sections. If any specification section contains language conflicting with requirements of applicable Division 2, 3, 31, 32, and 33 sections, the most stringent requirements shall prevail.

1.26 **QUALITY CONTROL TESTING**

- A. Structural-related testing and inspections required to be performed by the Contractor(s) are listed in Section 014000 – Quality Control Testing Services. If Quality Control testing or inspections required appear in Section 014000 and in a technical section, the most stringent

requirements shall prevail. If Quality Control testing or inspections required appear in a technical section and not in Section 014000, they shall be required as if specified in Section 014000. Conditions pertaining to Quality Control testing and inspections may appear in the technical sections. All testing herein is to be by the Contractor. Testing by the Department, Quality Assurance Testing, is for the purpose of checking the results of the Contractor's Quality Control Testing. Testing is to be by the Contractor, unless specifically stated to be "by the Department" or required by Section 014010 – Quality Assurance Testing and Inspection Services.

- B. Non-structural testing is in the technical specifications.

1.27 CADD FILE WAIVER

- A. The Professional will make graphic portions of the bid drawings available for use by the Contractor by uploading files to e-Builder.
- B. Electronic files shall be uploaded only after all construction contracts have been executed.
- C. The files are provided as a convenience to the Contractor, for use in preparing shop drawings and/or coordination drawings related to the construction of this Project only. These files and the information contained within are the property of the Department, and may not be reproduced or used in any format except in conjunction with this Project.
- D. The Contractor acknowledges that the information provided in these files is not a substitution or replacement for the Contract Documents and does not become a Contract Document. The Contractor acknowledges that neither the Professional nor the Department warrant or make any representation that the information contained in these files reflect the Contract Documents in their entirety. The Contractor assumes full responsibility in the use of these files and acknowledges that all addenda, clarifications and changes to the drawings executed as a part of the Contract Documents may or may not be incorporated in these electronic files.
- E. The Contractor acknowledges that the furnishing of these files in no way relieves the Contractor from the responsibility for the preparation of shop drawings or other schedules as set forth in the Contract between the Contractor and the Department.
- F. The electronic documents shall be stripped of the Professional's name and address, and any professional licenses and signatures indicated on the contract documents. Use of these electronic documents is solely at the Contractor's risk, and shall in no way alter the Contractor's Contract for Construction.
- G. Disclaimer: The Professional and Department make no representation regarding fitness for any particular purpose, or suitability for use with any software or hardware, and shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including drawings and specifications) caused by the Professional's or its Consultant's computer software or hardware defects or errors; the Professional's or its Consultant's electronic or disk transmittal of data, information or documents; or the Professional's or its Consultant's reformatting or automated conversion of data, information or documents electronically or disk transmitted from the Professional's Consultants to the Professional.
- H. By the Contractor's or their subcontractor's use of the electronic files (e.g., AutoCAD files), the Contractor and their subcontractor waive all claims against the Department the Professional, its employees, officers and Consultants for any and all damages, losses, or expenses the Contractor incurs from any defects or errors in the electronic documents. Furthermore, the Contractor shall indemnify, defend, and hold harmless the Department, the Professional, and its Consultants together with their respective employees and officers, from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications.

1.28 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where design services or certifications by a design professional are specifically delegated to the Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated in the technical specification sections.
 - 1. If criteria indicated in the technical sections are not sufficient to perform services or certification required, submit a written request for additional information to the Professional.
- B. Delegated Design Services Submittals: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional registered in the Commonwealth of Pennsylvania, for each product and system specifically assigned to the Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.29 COORDINATION DRAWINGS ***[Professional to include this section if nature of project warrants coordination drawings. Discuss with DGS Design Project Manager.]***

- A. General:
 - 1. Refer to the General Conditions of the Construction Contract regarding the preparation of Coordination Drawings and the responsibilities of all Prime Contractors. Any conflicts between or questions regarding the requirements in this Section and the requirements in the General Conditions should be brought to the attention of the Professional.
 - 2. Refer to Technical Specification sections for specific Coordination Drawing requirements for mechanical and electrical installations. Other Technical Specifications sections may also identify requirements for Coordination Drawings.
 - 3. The Prime Contractors shall indicate the value of this effort as a line item on the Schedule of Values.
 - 4. Submission of Coordination Drawings shall be included as a milestone on the Construction Schedule. The General Contractor shall initiate this action and acquire the necessary dates from the other Prime Contractors as part of their overall scheduling responsibilities.
 - 5. Coordination drawings shall be completed within (60) calendar days of the Effective Date of the Contract.
 - 6. The Department's receipt of Coordination Drawings does not in any way constitute approval, or relieve the Prime Contractors of the responsibility to accurately coordinate and install their work.
- B. Coordination Procedures:
 - 1. The HVAC Contractor shall have the lead role in this process and shall initiate Coordination Drawings by producing background drawings in electronic format. Electronic drawing files will be available in e-Builder to all Prime Contractors. These background drawings shall include walls, partitions, structural elements, finished floor elevations, dimensions, ductwork, piping, conduit, system devices, associated equipment, etc.
 - 2. Electronic drawings shall then be forwarded to the other Prime Contractors, one at a time, including the General Contractor, for inclusion, layout and interface of all relative equipment, material and penetrations associated with the Work.
 - 3. Each Prime Contractor is responsible for the accuracy and completeness of all Coordination Drawings and shall review all other Prime Contractor's drawings so that there will be no interference and/or conflict with its portion of the work.

4. Upon completion of the preliminary Coordination Drawings, the HVAC Contractor shall schedule a coordination meeting with all Prime Contractors in order to resolve all interference issues. Altering structural elements, bearing elevations, established dimensions, partition locations and ceiling/bulkhead heights or any other aesthetic effect is prohibited without the consent of the Professional.
5. Upon resolution of all interference issues, the Coordination Drawings shall be revised as required, and upon acceptance by all Prime Contractors, the HVAC Contractor will upload the final Coordination Drawings to e-Builder.
 - a. Coordination Drawings shall contain a signature block for each Prime Contractor to provide signatures and dates indicating concurrence.
6. Coordination Drawings may be formulated and submitted in partial submittals to facilitate the construction schedule and sequence of work within the Project. This must be agreed to by all Prime Contractors and a priority of sequence must be established that has the concurrence of all parties, including the Department. Approval of partial sets of Coordination Drawings shall not relieve the Contractors of their responsibility for properly coordinating work appearing in subsequent submissions. Any revisions to subsequent work necessitated by such partial approvals shall be performed at no additional cost to the Department.

C. Coordination of Work:

1. Each Prime Contractor shall clearly show, and coordinate with the other Prime Contractors, the following:
 - a. Arrange for pipe spaces, chases, slots, sleeves, and openings with general construction work, and arrange in building structure during progress of the Work, to allow for and facilitate distribution line and equipment installation.
 - b. Coordinate installation of required supporting devices for ductwork, piping, and conduit, as well as sleeves, and other structural components, as they are constructed.
 - c. Coordinate requirements for access panels and doors for HVAC, Plumbing and Electrical items requiring access where concealed behind finished surfaces.
 - d. Coordinate electrical connections to equipment provided by all Contractors.
 - e. Sequence, coordinate, and integrate installing materials and equipment for efficient flow of the Work. Coordinate installing large items of equipment requiring positioning before closing in the building.
2. Each Prime Contractor shall coordinate its construction operations with those of other Prime Contractors and entities to ensure efficient and orderly installation for each part of the Work. Each Prime Contractor shall coordinate its operations with other operations, included in different Sections that depend on each other for proper installations, connection, and operation. All Prime Contractors shall:
 - a. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - b. Coordinate installation of all components with other Prime Contractors to ensure adequate accessibility/clearance for required maintenance and service.
 - c. Make provisions to accommodate items scheduled for later installation.

1.30 PERMIT CONDITIONS ***[Professional: if any permit or approval issued for the project contains conditions that require the Contractor to do or submit anything, summarize the requirement here and reference the permit. A copy of each permit is to be included in the Specification Appendix as noted in Exhibit D2 Specifications Table of Contents.]***

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 013100SEQUENCE OF CONSTRUCTION AND MILESTONES

[Use either Section 013100 or Section 013110 for all DGS projects. Use Section 013100 for most projects and Section 013110 for complex projects with critical milestones that must be obtained before other construction sequences are started. Obtain approval for use of Section 013110 from the Design Project Manager prior to use of Section 013110. Refer to the Division 1 Instructions for editing guidelines.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 GENERAL REQUIREMENTS

- A. Before beginning work, the Contractor will be required to prepare a schedule in consultation with the Department. The work must be carried out in full accordance with the schedule. The Contractor shall arrange to perform the work without any unnecessary interference with the Institution's operation.

1.3 CRITICAL MATERIALS AND EQUIPMENT

- A. The Contractor is cautioned that all necessary and required critical materials and equipment shall be ordered as quickly as possible, in order that the shipping will not delay the progress of the work or completion of the project.

1.4 CRITICAL ITEMS TO BE NOTED AS MILESTONES ***[Milestones listed below for each Contract shall appear on the Construction Schedule Bar Chart provided by the Professional with the Construction Documents submission.]***

- A. Refer to the General Conditions, Article 8 'Project Schedule', regarding construction progress Milestones to be established by the Lead Contractor.
- B. The Contractor shall include the following critical items as Milestones:
 - 1. General Construction (.1) Contract:
 - a.
 - b.
 - c.
 - 2. HVAC Construction (.2) Contract:
 - a.
 - b.
 - c.
 - 3. Plumbing Construction (.3) Contract:
 - a.
 - b.
 - c.

4. Electrical Construction (.4) Contract:
 - a.
 - b.
 - c.
5. _____ Construction (.5) Contract: *[if applicable]*
 - a.
 - b.
 - c.
6. _____ Construction (.6) Contract: *[if applicable]*
 - a.
 - b.
 - c.

1.5 SEQUENCING OF CONSTRUCTION AND OTHER REQUIREMENTS

- A. ***[Describe in detail the requirements of the Client Agency/Institution, regarding occupancy of buildings during construction, sequencing of construction elements for the convenience of the Client Agency, and construction restrictions with which the Contractors must comply. When describing the construction sequencing do not use the terms “phase” or “phasing”. Use “sequence” and “sequencing”.]***

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 013110SEQUENCE OF CONSTRUCTION AND MILESTONES (CRITICAL PROJECTS)

[Use either Section 013100 or Section 013110 for all DGS projects. Use Section 013100 for most projects and Section 013110 for complex projects with critical milestones that must be obtained before other construction sequences are started. Obtain approval for use of Section 013110 from the Design Project Manager prior to use of this Section 013110.

[Refer to the Division 1 Instructions for editing guidelines.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 GENERAL REQUIREMENTS

- A. Before beginning work, the Lead Contractor and all other Prime Contractors will be required to prepare a schedule in consultation with the Department. The work must be carried out in full accordance with the schedule. The Contractors shall arrange to perform all work without any unnecessary interference with the Institution's operation.
- B. The Project Schedule shall be developed in conformance with Article 8 of the General Conditions of the Construction Contract, except as modified and/or augmented by this Section.
- C. A large sized copy of the approved Project Schedule shall be provided, maintained and posted in the DGS Construction Project Manager's Office for access and monitoring of the progress of the work activities.

1.3 CRITICAL MATERIALS AND EQUIPMENT

- A. The contractor shall provide all required shop drawings, descriptive data, etc. (submittals) for critical and long lead materials and equipment within fourteen (14) calendar days from the date of the Letter of Intent to Contract.

[The list below is a sample. Edit to Project specifics]

- 1. Critical/long lead items shall include but are not limited to:

- a. Hazardous Materials Abatement Plan
- b. DEP notification for Abatement
- c. Carpet
- d. Auditorium Seating
- e. Floor Grilles
- f. Any materials and/or equipment that have a lead time of longer than four (4) weeks.
- g. Any materials and/or equipment required to be on site for use within the first five (5) weeks after the Initial Job Conference.

- B. Each Contractor shall recognize and acknowledge that all critical materials and equipment shall be ordered immediately after receipt of approved shop drawings to ensure that lead time and shipping will not delay the progress of the work or completion of the project. Any costs necessary to expedite manufacturing and/or delivery of materials and equipment to maintain the project schedule shall be the responsibility of each Contractor, no additional costs will be paid by the Department.

1.4 MILESTONES ***[The list below is a sample. Edit to Project specifics]***

- A. Refer to the General Conditions of the Construction Contract regarding construction progress Milestones to be established by all Prime Contractors. The accepted Project Schedule shall also incorporate the milestones outlined in this specification section as well as additional milestones for interior construction and other work to ensure the timely completion of the Project.
 - 1. In addition, Contractors shall track submissions, ordering dates and delivery of materials in the Project Schedule.
- B. The milestones noted in this section of the specifications apply to all the Prime Contractors. The General Construction (.1), HVAC (.2), Plumbing (.3), and Electrical (.4) Prime Contractors shall adhere to the milestones and incorporate their work activities into the Project Schedule in order to achieve the milestones for the program per the contract documents.
- C. The Milestones noted in this section shall be incorporated into the Project Schedule. Each Milestone shown below in section 1.7.E.2 shall have interim Liquidated Damages associated with it. These Liquidated damages shall be deducted from the contract value of each Prime Contractor that fails to meet the Milestone date(s) established in the Project Schedule. The Liquidated Damages for each of these Milestones shall be \$[x,xxx].00 per day per each milestone missed, until the Milestone(s) is/are met. A Milestone shall be considered missed if the Finish Date of a Milestone activity is missed.
- D. Time is of the essence for this project. If any Prime Contractor(s) fail(s) to complete all the work, including but not limited to punch list, change orders, testing, balancing (if required), including any necessary adjustments or corrections related to such work, no later than the contract completion date, the contractor(s) shall pay the Department, as Liquidated Damages, not as a penalty for such failure, the sum stipulated within the bid documents per calendar day, until all work is completed and accepted by the Department.

1.5 PROJECT

- A. The overall project must be fully completed within the Proposed Date of Completion indicated in the Notice to Bidders. In order to achieve timely completion, this project will be constructed in one phase with multiple milestones. In addition to the milestones shown in this section, each Prime Contractor must develop its own milestones, which must be incorporated into the Project Schedule. This section of the specifications includes a brief narrative of the specific milestones that will be incorporated into the Project Schedule as contractual obligations, along with special requirements and constraints. Each Prime Contractor shall be responsible for reviewing these requirements to determine the effect on the other Prime Contractors as it relates to their scope of work, temporary protection, temporary utilities, material deliveries, manpower schedule, shift work, equipment required, etc.

1.6 CONSTRUCTION PROGRAM

- A. The entire scope of work for the Project (as indicated on the Drawings and Specifications, including all Addenda and modifications thereto) shall be completed within the time period outlined in this section of the specifications and in accordance with the hereinafter-specified requirements. It shall be the responsibility of each Prime Contractor to inform all suppliers and subcontractors (of any tier) of the construction program procedures. Due to the compressed time period for construction of this project, work activities shall be performed concurrently; thereby creating accelerated work and inefficient conditions. Each Prime Contractor shall recognize and acknowledge these working conditions will exist as a contractual inherent feature of this Project. Each Prime Contractor shall account for these conditions in their bid. No additional compensation will be paid for failing to include all requirements as set forth in the construction program.
- B. Time is of the essence for this Contract. Each Prime Contractor and all their subcontractors (of any tier) shall employ a sufficient number of qualified employees, supervision/management,

equipment and project resources, required to meet the milestones and completion date established for this Project. Each Prime Contractor shall perform the Work on multiple shifts during each 24-hour day period, if needed, to meet all milestones and complete the interior work of the Project by the required completion date as set forth for this work. ***[If this Section is used, review, edit and coordinate with the work hour's paragraph of Section 010400]*** Proper supervision must be provided for all work activities. No work shall be covered or concealed during off-shift work activities in such a manner that it cannot be observed the morning of the next work shift by the Department of General Services. See section 1.6.E below regarding the Pennsylvania Department of Labor and Industries (L&I) inspections.

- C. Each Prime Contractor shall coordinate with the Department any scheduling requirements in order to avoid disruption of programs and activities, as well as to coordinate the location of the various structures to be constructed (i.e. temporary trailers, temporary construction fences, temporary enclosures, temporary partitions, etc.) All work performed under this Project shall be performed in a manner that will not disrupt the Client Agency's activities in and around the facility.
- D. All Prime Contractors are expected to work outside of normal work hours, in shifts and on weekends as necessary to maintain the Master Project Schedule. ***[If this Section is used, review, edit and coordinate with the work hour's paragraph of Section 010400]*** All Prime Contractors are to comply with noise levels restrictions in accordance with all local ordinances. This may require exterior work to be completed during the day shift only.
- E. Each Prime Contractor shall coordinate and schedule inspections as required by the provisions of the Building Permit issued by Pennsylvania Department of Labor and Industry (L&I). The L&I Inspectors will only be available during the day shift. L&I Inspectors availability does not constitute a delay to the progress of the Project and shall be considered when scheduling and completing the work of this Project.
- F. It is understood that during the duration of the Project, changes may be made to the Project Schedule without the Department incurring additional costs or granting extensions of time to the Contract.
- G. Change Orders will occur on this Project to address unforeseen conditions, errors and/or omissions in the documents and other potential reasons. It shall be mandatory that each Prime Contractor (along with all its subcontractors of any tier) provides necessary additional and separate work forces to accommodate these changes in a manner to eliminate any delays to milestones or the overall project schedule. The Department shall issue no Extension of Time for performance of Change Order work; all time must be recovered in the affected work activities.
- H. The Department reserves the right to delay or suspend any work, without compensation due any of the Contractors, if the Department determines that any work would disrupt activities in or around the facility.
- I. It shall be understood that there shall be a number of independent work activities occurring within this building by other means of procurement and by other contractors and vendors outside this Project. The other work activities shall commence prior to the Final Inspection and/or Punch List period for this Project. As such, each Prime Contractor shall have an affirmative duty to accommodate this effort while working with and cooperating with all these other entities, individually or collectively, as well as with the Department and Client Agency. The Milestones denoted in this section are established to define the anticipated sequence and identify the areas (as well as time frames) that must be completed to facilitate this effort. Reference paragraph 1.10 for a more detailed summary of anticipated "work by others" ***[Delete this sentence if no work by others is describe in Paragraph 1.10]***. Each Prime Contractor shall provide the necessary additional supervision, project management and overall coordination necessary to avoid adversely affecting the work being performed by these other entities. Each Prime Contractor shall consider this condition and include any costs associated with this effort in their bids.

- I. The Department will notify the Prime Contractor(s) that they are in default of the Contract in the event that:
1. Any Prime Contractor fails to achieve any milestones established for the building program in accordance with the Contract Documents and the Project Schedule, or
 2. Any schedule update showing the work is behind schedule and the Project is in jeopardy of not meeting the milestone dates or the overall contract completion date.

The defaulting Prime Contractor will be given three (3) calendar days to correct the deficiency. In the event the defaulting Prime Contractor fails to correct the deficiency within three (3) calendar days or fails to man the job properly or work required shifts/overtime/weekends necessary to maintain the schedule and achieve the milestones, in addition to liquidated damages the Department may take necessary actions to ensure the Project Schedule is maintained. All costs and fees associated with such supplementation shall be deducted from the defaulting Prime Contractor's contract value.

- J. Unless directed otherwise by the Department, immediately upon the issuance of the Letter of Intent to Contract, each Prime Contractor shall begin the submittal process and shall have all critical submittal items for the project submitted through e-Builder to the Professional within fourteen (14) calendar days after the issuance date of the Letter of Intent to Contract (in accordance with paragraph 1.3 of this Section). All Prime Contractors shall submit their Priority Submittal Schedule to the Professional within seven (7) calendar days of the issuance date of the Letter of Intent to Contract. The project non-critical submittals shall be submitted to the Professional within forty-five (45) calendar days of issuance of the Letter of Intent to Contract, or sooner if needed to maintain the construction schedule. Any direction by the Department contrary to the above shall not be considered justification for delay or claim by any Prime Contractor.
- K. While time is of the essence, each Prime Contractor (as well as each of their subcontractors of any tier) shall not compromise the safety of any individuals while performing any of their work. Contractors shall take all the necessary precautions to maintain safety during the progress of the work including, but not limited to, barricades, signage, safety tape and rails, temporary ramps, temporary partitions, fencing, etc.
- L. The detailed Project Schedule will be developed in accordance with the Contract Documents, with the General Contractor **[Edit as necessary]** being the "Lead" Contractor. The Lead Contractor shall facilitate an initial scheduling meeting with all Prime Contractors, DGS, Professional and Consultants within ten (10) calendar days of receipt of the Letter of Intent to Contract. All other Prime Contractors must provide the required scheduling data for their work to the Lead Contractor within five (5) calendar days of the initial schedule meeting to facilitate the development of the CPM schedule. The Lead Contractor shall facilitate a follow-up scheduling meeting within ten (10) calendar days of the initial schedule meeting (but in no event shall the follow-up meeting occur later than twenty (20) calendar days from the date of the Letter of Intent to Contract) to develop a final draft of the fully integrated Project Schedule. The final fully integrated and detailed Project Schedule, signed by all Prime Contractors, must be submitted for acceptance to the Department within twenty-five (25) calendar days from the date of the Letter of Intent to Contract. Failure to submit an acceptable Project Schedule within that timeframe will result in liquidated damages of **[\$x,xxx].00** per calendar day assessed against each Prime Contractor until an accepted Project Schedule is received.

1.7 MILESTONE NARRATIVE

- A. The following narrative is intended to assist the Contractors in understanding the potential flow of the work and enumerate some of the critical milestones that shall be incorporated into the Project Schedule.
- B. Contractors are advised that the schedule will require multiple crews to work concurrently in the building, and contractors are required to staff and equip the job accordingly.

- C. The Milestones noted in this portion of paragraph 1.7 are mandatory and shall be incorporated into the Project Schedule using the timeframes stated below. Conformance with Milestones shall be considered imposed activities with all related predecessors and successors tied to each milestone and the completion date. These activities must be constrained and any recovery plan (if needed) shall not affect any of the milestones established in this section.
- D. Any schedule update that indicates that these milestones are slipping must be immediately accompanied by a recovery plan that preserves all the milestone dates.
- E. Listing of milestones to be incorporated into the Project Schedule (in addition to the milestones added by each Prime Contractor to develop the schedule), include, but are not limited to the following:
1. Milestones - Completion of Administrative/Technical Items in Number of Calendar Days from Date of Letter of Intent to Contract:

TASK DESCRIPTION	DAY
1001 - Receipt of Intent to Award	01
1002 - Priority Submittal Schedule submitted to the Professional	07
1003 - Initial Scheduling Conference by Lead Contractor	10
1004 - Critical Submittals to the Professionals: (see para 1.3.A.1 of this section)	14
1005 - Return Schedule input from all Primes to Lead Contractor	15
1006 - Follow up meeting on schedule (all Prime Contractors)	20
1007 - Critical Submittals dispositioned and returned by the Professional (*)	24
1008 - Submit Acceptable Project Schedule to Department with all Prime Contractor Signatures	25
1009 - Critical Submittals, resubmission if needed to the Professional (*)	28
1010 - Resubmitted Critical Submittals dispositioned and returned by the Professional (*)	35
1011 -Submission of remaining Technical Submittals	45

(*) Each Prime Contractor shall be responsible for recovering all necessary time in the schedule should their Critical Submittals not be approved during their initial submission and need to be resubmitted.

2. Milestones - Completion of Construction Work by Calendar Date (or sooner):
***[Use calendar dates or calendar days after date of Letter of Intent to Contract
whichever is appropriate for the Project. Edit the list as necessary]***

TASK DESCRIPTION	DATE
2000 – Demolition Complete	07/08/2014
2001 – Floor Patching and Prepping Complete	08/13/2014
2002 - Floor Finishes Complete, ready to receive seating	09/01/2014
2003 – Seating Complete	09/21/2014
2004 – Final Cleaning & Auditorium Punchlist Complete	09/24/2014

1.8 FURTHER CLARIFICATIONS

- A. By submitting a bid, each Contractor acknowledges that this abbreviated list of milestones for construction work (as provided in this section) was provided for informational purposes, and to ensure all Prime Contractors understand the critical mandatory completions/durations necessary to accommodate the requirements and sequence of completion to meet the needs of the Client Agency. It constitutes a proposed sequence of events based on standard construction practices and will not form the basis for any claims for inefficiency, acceleration or delays. The coordinated Project Schedule will be developed in accordance with this section and the Contract Documents by the Prime Contractors and the actual milestone dates for the project will be agreed upon by all Prime Contractors based on the accepted schedule.

- B. If there is a conflict between what is stated in Section 013110 and the General Conditions of the Construction Contract, the contract specifications, the contract drawing or the Administrative Procedures, the most stringent requirement within any of these documents shall prevail.

1.9 PROTECTION OF WORK AREAS

- A. All work areas common to the Lead Contractor and any other Prime Contractor shall be protected by the Lead Contractor.
- B. Each Prime Contractor shall protect all existing and/or completed equipment and finishes including all provisions for temporary floor and wall protection in the work areas.
- C. ***[Include and edit this paragraph as applicable to the Project]*** Where isolated work must be performed outside the partitioned work area, the Prime Contractor performing such work shall provide temporary dust/dirt protection for its work. Those areas shall be cleaned by this Prime Contractor before its employees leave the area each shift.

1.10 SEQUENCING OF CONSTRUCTION AND OTHER REQUIREMENTS ***[Edit the following as necessary]***

- A. The Existing Building will be occupied during construction. As such, the Contractors shall adhere to the "Limit of Contract" defined on the Contract Documents. The Contractors shall adhere to all requirements established by the Department of General Services to minimize impact to the occupants.
- B. The exterior work of this Project can be completed anytime during the contract time frame, but cannot interfere with scheduled events of the Existing Building.
- C. The Existing Building is scheduled to be clear of interior furnishings between days ***[xxx]*** and ***[xxx]*** after the Initial Job Conference so that interior work of this contract can be performed. It is absolutely critical to complete all of the interior work during this time frame, as it will not be extended. Additional crews, shifts, weekend work and overtime shall be required at no additional compensation to meet the ***[xxx]*** calendar days after the Initial Job Conference completion date for the interior work. Final cleaning and interior punch list items shall be completed by ***[xxx]*** calendar days after the Initial Job Conference date.
- D. Work by Others: ***[If any work is to be performed by the Client Agency or others and the timing or activities of the work must be scheduled and coordinated with the Prime Contractors, identify and describe the work, who will do it, when it will occur and what coordination is required.]***

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 014000QUALITY CONTROL TESTING SERVICES

[The text portion of Section 014000 is to be included verbatim in the Project Manual. The List of Tests and Inspections in Paragraph 3.3 must be edited to suit the Project. All Tests and Inspections to be required by the Contractor's Quality Control Agency shall be listed in the Table in Paragraph 3.3. Where the List of Tests and Inspections in Paragraph 3.3 does not contain adequate description(s) of your requirements, use the technical specifications for detailed instructions. Quality Control tests in this section are limited to those of a structural nature. Other tests are to be included in the appropriate technical specifications. Refer to the Division 1 Instructions for editing guidelines.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections, "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 GENERAL

- A. The Contractor is responsible for verifying and enforcing compliance with all requirements of the Contract Documents. Contractor's responsibility includes, but is not limited to, the following:
 - 1. Supervision of field work to enforce contract compliance of all construction activity.
 - 2. Verification of compliance with plans and specifications of all manufactured materials or equipment. Provide certificates of compliance, or other approved proof of compliance, by the manufacturers and submit to the Professional.
 - 3. Performance of all necessary field measurements and/or inspections to verify compliance with requirements of the plans or specifications requiring adherence to measurable standards of field performance.
 - 4. Engaging an independent testing laboratory to perform tests and inspections as required by this specification section, hereafter referred to as Quality Control Testing and Inspection Services or Quality Control Testing Services.
 - 5. Providing support services for all Quality Control Services, including cutting and patching and repair or replacement as required.
- B. Work not included: Quality Assurance Services by the Department are specified in Section 014010. The Department reserves the right to perform tests under the Quality Assurance Testing program and to use those as the basis for approval or rejection at its sole discretion.

1.3 DESCRIPTION OF QUALITY CONTROL TESTING

- A. Quality Control Services include inspections, tests and reports by an independent testing laboratory or other approved agency, hereafter referred to as the Quality Control Agency. All Quality Control Services shall be at the Contractor's cost, which shall be included proportionally in all items of payment or contained in any Base Bid or Unit Price on the Proposal. Tests and Inspections are to include those specifically required by this section and within technical sections of the Project Manual.
- B. The Quality Control Agent shall submit a Testing and Inspection Plan to the Professional for its approval, and the approval of the Quality Assurance agent for all tests and inspections required by this section and within technical sections of the Project Manual.
- C. Quality Control Services by a Quality Control Agency or Agencies is intended to assist in the determination of probable compliance of the work with requirements specified or indicated and do not relieve the Contractor of the responsibility for compliance with Contract Document requirements.

- D. Specific testing or inspections of a structural nature required to be performed by independent Quality Control Agencies for individual construction activities are specified in this Section only. If testing or inspection requirements appear in this section and a technical section, the most stringent requirements shall prevail. If Quality Control Testing or Inspection is specified in a technical section and not in this section, it shall be required as if specified in this section. Non-structural tests and inspections are in the technical specifications.
- E. Inspections, tests and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Documents requirements.
- F. Quality Control Services required by the local municipality or other governing authorities are the responsibility of the Contractor, regardless of whether or not specified hereinafter or in the applicable specification section.
- G. Each prime Contractor will pay for all costs in connection with its Quality Control Services. Whenever the word "Contractor" is used it shall be interpreted to mean Prime Contractor or Contractors as applicable. All Contractors performing work for which testing or inspection is required by this section are required to perform said tests/inspections appropriate for the quantity of work performed as indicated by this specification section and as required by all Contract Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 RESPONSIBILITIES AND DUTIES OF CONTRACTOR

- A. The Contractor shall engage Quality Control Agencies to provide all Quality Control Services required to comply with the Contract Documents. These services shall be at no cost to the Department.
- B. The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and indicate non-compliance with Contract Document requirements. Likewise, the Contractor is responsible for retesting when the Department's Quality Assurance Test results prove unsatisfactory. If Quality Assurance Tests were in error, the Contractor shall be reimbursed for his retesting costs.
- C. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility.
- D. Provide the Quality Control Agency with preliminary representative samples of materials to be tested in quantities requested. If the source, quality or characteristics of an approved material changes or indicates lack of compliance with Contract requirements, submit additional samples of materials to the Quality Control Agency.
- E. When requested by the Professional, the Department, or the Quality Control Agency, the Contractor shall immediately provide reports, cutting lists, material bills, shipping bills, time and place of shipment of materials to shop and field and any relevant data on previous testing and investigations of materials.
- F. Provide casual labor and facilities:
 - 1. To provide access to the work inspected or tested by any authorized party.
 - 2. To obtain and handle samples at the site.
 - 3. To facilitate inspections and tests by the Quality Control Agency or Quality Assurance Agency.

4. For security and protection of samples and test equipment at the project site.
- G. To facilitate the timely sequence of inspection and testing, the Contractor shall give advanced notification to the Quality Control Agency and the Department that work has progressed to a point where inspection and testing may proceed.
- H. Contractor shall pay for additional cost of Quality Control Agency services which, in the opinion of the Professional and the Department, are required because of the following:
1. Failure of materials or workmanship to meet Contract requirements.
 2. Materials or practices not complying with the technical specifications which could possibly result in defective and unacceptable work.
 3. Changes in source, quality or characteristics of materials.
 4. Site cured concrete cylinders requested by the Contractor.
- I. The Quality Control Agency shall submit a certified written report of each inspection, test or similar service to the Design Professional, the Quality Assurance Agent, the Bureau of Construction Regional Director, Project Manager and Assistant Project Manager, and the Contractor, with additional copies directly to any governing authority when that authority so directs. All reports shall be uploaded to e-Builder within 24 hours of when the inspection occurs, test is conducted, test results obtained or similar service was conducted.
- J. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
1. Date of issue.
 2. Project title and number.
 3. Name, address and telephone number of testing agency.
 4. Dates and location of samples and tests or inspections.
 5. Names of individuals making the inspection or test.
 6. Designation of the Work and test method.
 7. Identification of product and specification section.
 8. Complete inspection or test data.
 9. Test results and an interpretation of test results.
 10. Ambient conditions at the time of sample taking and testing.
 11. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
 12. Name and signature of Quality Control Agency inspector.
- K. The QC Agent shall cooperate in using standard forms/procedures developed by the Department that assist in accomplishing the tasks required.
- L. Engage independent testing laboratories, whose employees assigned to the Project and tests performed comply with ASTM E 329, Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction. The testing laboratory must be accredited and audited by a qualified national authority. The Contractor is to submit the name and credentials of the proposed QC Agent to the Design Professional and the Department for acceptance.
- M. Upon completion of inspection, testing, sample taking and similar activities, repair the damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with the Contract Document requirements for "Cutting and Patching". Protect work exposed by or for Quality Control Testing activities, and protect repaired work.
- N. All required testing/inspection, including that stated in the body of the technical specification sections (be it referenced in the technical specifications as "Quality Control", "Quality Assurance", or any other referenced testing and/or inspection) shall be performed by the Contractor, unless it explicitly states it shall be performed by the Department. If stated to be

performed by the Department, the Contractor shall still be required to perform all necessary testing/inspection in advance of the Department to assure the work meets all the requirement of the contract documents.

- O. Contractor shall coordinate closely with the Department, the Professional and the Professional's QA Agencies and Consultants so that any required or desired QA testing can be performed concurrently or immediately after the Contractor's QC testing.

3.2 RESPONSIBILITIES AND DUTIES OF QUALITY CONTROL AGENCIES

- A. Quality Control Agencies engaged to perform inspections, sampling and testing of materials and construction shall cooperate with the Professional, the Quality Assurance Agent, the Department, the Department of Labor and Industry, and the Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests. If it is determined by the Department that the personnel provided are not qualified or are not working in the best interests of the Project for the tests performed, the Contractor, through their Quality Control Agent, shall immediately replace or supplement the subject personnel.
- B. Quality Control Agencies shall notify the Department, the Quality Assurance Agent, the Professional, and the Contractor immediately of irregularities or deficiencies observed in the Work during performance of its services.

3.3 QUALITY CONTROL SERVICES TO BE PERFORMED

- A. Testing and inspections by the Quality Control Agency or Agencies shall include, but are not limited to, the following list.

LIST OF TESTS AND INSPECTIONS

DESCRIPTION OF TEST OR INSPECTION	REFERENCED STANDARD	QUANTITY OR FREQUENCY
BITUMINOUS PAVEMENT		
Bulk Specific Gravity...of Compacted Bituminous Mixtures...	ASTM D1188 or D 2726	1 test
Density of Bituminous Concrete in Place by Nuclear Method	ASTM D2950	6 tests/1000sy paving
Thickness or Height of Compacted Bituminous Paving Mixture Specimens	ASTM D3549	3 tests/1000sy paving
EARTHWORK¹		
Laboratory Compaction Characteristics of Soil Using Modified Effort	ASTM D1557	One for each type and variation of cohesive soil to be compacted
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	One for each type and variation of cohesive soil to be compacted
Density of Soil and Soil-Aggregate In Place by Nuclear Methods	ASTM D6938	As often as required to ensure contract compliance
Inspect and comment on suitability of subgrades. Test footing excavations and paving subgrades regardless if it is native material or fill and record resultant foundation bearing capacity or compaction results as applicable.	N/A	As often as required to ensure the minimum required bearing capacity is present. Bearing Capacity tests must be witnessed and/or reviewed by the Department, Professional, Professional's Geotechnical Engineer or QA Agent.
Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	ASTM D6938	Continuous
CONCRETE		
Practice for Sampling Freshly Mixed Concrete. (5 cylinders/test) Perform air tests when sampling concrete. Perform slump tests and record temperature for all concrete deliveries.	ASTM C143, C1064, C231 or C173 or C138, C172, C31	For each mix, 1 test for each day of concreting or for each 50cy, whichever is greater. For non-structural concrete, 1 test for each 100cy is adequate.
Compressive Strength of Cylindrical Concrete Specimens	C39	
Inspection of bolts to be installed in concrete prior to and during placement of concrete, where allowable loads have been increased or where strength design is used	AWS D1.4; ACI 318: 3.5.2	
Inspection of concrete placement for proper application techniques	ACI 318: 5.9, 5.10	Continuous

DESCRIPTION OF TEST OR INSPECTION	REFERENCED STANDARD	QUANTITY OR FREQUENCY
CONCRETE CONTINUED		
Verification of slump flow and VSI as delivered to the site for self-consolidating grout	ACI 530	Continuous
CAST STONE		
Absorption of Architectural Cast Stone	ASTM C1195	1 Test
MASONRY		
Constructing and Testing Masonry Prisms Used to Determine Compliance with Specified Compressive Strength of Masonry (3 prisms/test)	ASTM C1314	1 Test
Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry, Annex A7 Compressive Strength (3 cylinders/test) (Contractor makes cylinders.)	ASTM C 780	1 Test/5000 units of masonry for each mortar type.
Sampling and Testing Grout (3 cubes/test) (Contractor makes cubes)	ASTM C1019	1 Test/25 CY grout.
Observation of any grout specimens and/or prisms	ACI 30.1/ASCE 6/TMS 602 Art 1.4	Continuous
STRUCTURAL STEEL		
High Strength Bolting	AISC ASD or LRFD M2.5	Comply with current requirements of RCSC
Liquid Penetrant Examination	ASTM E165	Test 15% of critical field welds using _____ method [to be specified by structural engineer herein]
Guide for Magnetic Particle Examination	ASTM E709	
Practice for Ultrasonic Contact Examination of Weldments	ASTM E164	
Guide for Radiographic Examination	ASTM E94	

Footnotes:

1. Refer to Earthwork Section for additional details.

END OF SECTION

SECTION 014010QUALITY ASSURANCE TESTING AND INSPECTION SERVICES

[The text portion of Section 014010 is to be included verbatim in the Project Manual. The List of Tests and Inspections in Paragraph 3.4 must be edited to suit the Project. Tests and inspections are to be performed by the Quality Assurance Agent(s) engaged under Work Orders(s) to the Professional's Agreement, as directed by the Professional and the Department and as deemed necessary due to field conditions and Contractor performance. General reference to Quality Assurance tests to be taken should appear in the specific Sections without elaboration. The tests and inspections required are to be listed in paragraph 3.4 of this Section.

Refer to the Division 1 Instructions for editing guidelines.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 GENERAL

- A. All testing and inspecting specifically called for and/or described in this section of the specifications are referred to as Quality Assurance Services and are the responsibility of the Quality Assurance Agency. Except as hereinafter specified, Quality Assurance Services will be performed without expense to the Contractor. The Quality Assurance Agency is an independent testing and inspecting agency engaged by the Department through the Professional. Testing required because of changes in materials or proportions at the request of the Contractor shall be at the Contractor's expense. The Professional may engage more than one Quality Assurance Agency to perform services. Whenever the word "Contractor" is used it shall be interpreted to mean Prime Contractor or Contractors as applicable.
- B. Work Not Included: Quality Control Testing to be performed by the Contractor is specified in Section 014000.

PART 2 – PRODUCTS (Not Used)PART 3 – EXECUTION

3.1 RESPONSIBILITIES AND DUTIES OF THE CONTRACTOR

- A. The use of Quality Assurance Services shall in no way relieve the Contractor of its responsibility to furnish materials and construction in full compliance with the plans and specifications or to perform Quality Control Testing where specified.
- B. To facilitate Quality Assurance Inspection or Testing, the Contractor shall:
 - 1. Secure and deliver to the project site, without cost, representative samples of materials it proposes to use and which are required to be tested under Paragraph 3.4, 'Tests and Inspections'.
 - 2. Furnish such casual labor as is necessary to obtain and handle samples at the project or at other sources of material.
 - 3. Provide means of safe access to work areas, provide conditions that allow testing and inspection to take place, provide materials for testing as requested, patch test sites when completed and furnish incidental labor and assistance necessary for inspectors of the Quality Assurance Agency to perform their tests and inspections.

3.2 AUTHORITY AND LIMITATIONS OF QUALITY ASSURANCE AGENCY

- A. Personnel representing the Quality Assurance Agency will not act as foremen nor perform other duties for the Contractor.
- B. Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Department or the Professional for final acceptance.
- C. The Quality Assurance Agency is not authorized to revoke, alter, relax, enlarge, or release any requirements of the specifications, nor to approve or accept any portion of the work.
- D. The Quality Assurance Agency shall report all test and inspection results to the Professional, the Department and the Contractor immediately after they are performed. Selection and frequency of tests shall be at the discretion of the Professional and the Department. All reports shall be uploaded to e-Builder within 24 hours of when the inspection occurs, test is conducted, test results obtained or similar service was conducted.
- E. Written reports of each inspection, test or similar service shall include but not be limited to:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address and telephone number of testing agency.
 - 4. Dates and location of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the Work and test method.
 - 7. Identification of product and specification section.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretation of test results.
 - 10. Ambient conditions at the time of sample taking and testing.
 - 11. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
 - 12. Name and signature of Quality Control Agency inspector.
- F. When it appears that any material furnished or work performed by the Contractor fails to fulfill contract requirements, the Quality Assurance Agency shall report such deficiency to the Professional, the Department and the Contractor.

3.3 CONTRACTOR'S FAILURE TO MEET CONTRACT REQUIREMENTS

- A. The Department and the Professional reserve the right to reject any items which do not meet the requirements of the plans and specifications and will require the contractor to replace these items and bear all expenses in connection with such replacements.
- B. The Contractor shall pay all costs incurred in providing additional testing and/or analysis (including engineering fees) required because of deficient test results or construction not in compliance with requirements of the Contract Documents.

3.4 TESTS AND INSPECTIONS

- A. Tests and inspections listed below may, at the discretion of the Professional and the Department, be performed by an independent Quality Assurance Agency engaged by the Department through the Professional, without expense to the Contractor. The Department reserves the right to change this list at any time.

[The Professional must furnish here a list of tests which is coordinated with the Consultant's contract for Quality Assurance Services. Earthwork Quality Assurance Services may be provided by the Professional's Geotechnical Engineer or the Quality Assurance Agent as determined by the Department on a project by project basis.]

The number of tests is not to be shown here. Special Inspection items required by IBC Chapter 17 are listed as one item only per trade with reference to the IBC paragraph where it is required.

QA is required by DGS to verify tests by the Contractor's QC Agent and to provide the Special Inspections required by Chapter 17 of the IBC. The Professional should use his full understanding of the Project in determining what testing and inspections should be required.]

SECTION 1

<u>REQ'D BY¹</u>	<u>DESCRIPTION OF TEST OR INSPECTION</u>	<u>REFERENCED STANDARD</u>	<u>IBC REFER- ENCE²</u>
	BITUMINOUS PAVING		
DGS	Field inspection of construction procedures		
DGS	Bulk Specific Gravity...of Compacted Bituminous Mixtures...	ASTM D1188 or D 2726	
DGS	Density of Bituminous Concrete in Place by Nuclear Method	ASTM D 2950	
DGS	Thickness or Height of Compacted Bituminous Paving Mixture Specimens	ASTM D 3549	
	CONCRETE		
IBC	1. Inspection of reinforcing steel, including prestressing tendons, and placement	ACI 318: 3.5, 7.1-7.7	1913.4
IBC	2. Inspection of reinforcing steel welding, in accordance with Table 1704.3, Item 5b	AWS D1.4; ACI 318: 3.5.2	
IBC	3. Inspection of bolts to be installed in concrete prior to and during placement of concrete, where allowable loads have been increased or where strength design is used	ACI 318: 8.1.3, 21.2.8	1911.5 1912.1
IBC	4. Inspection of anchors installed in hardened concrete	ACI 318: 3.8.6, 8.1.3, 21.2.8	1912.1
IBC	5. Verifying use of required design mix	ACI 318: Ch. 4, 5.2-5.4	1904.22, 1913.2, 1913.3
IBC	6. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, determine the temperature of the concrete	ASTM C172, C31; ACI 318: 5.6, 5.8	
IBC	7. Inspection of concrete and shotcrete placement for proper application techniques	ACI 318: 5.9, 5.10	1913.6, 1913.7, 1913.8
IBC	8. Inspection for maintenance of specified curing temperature and techniques	ACI 318; 5.11-5.13	1913.9
IBC	9. Inspection of prestressed concrete: a. Application of prestressing forces b. Grouting of bonded prestressing tendons in the seismic-force-resisting system	ACI 318: 18.20 ACI 318: 8.18.4	

REQ'D BY¹	DESCRIPTION OF TEST OR INSPECTION	REFERENCED STANDARD	IBC REFER- ENCE²
IBC	10. Erection of precast concrete members	ACI 318: Ch.16	
IBC	11. Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	ACI 318: 6.2	
IBC	12. Inspect formwork for shape, location and dimensions of the concrete member being formed.	ACI 318: 6.1.1	
DGS	Review Contractors' design mixes, Certificates of Compliance and material test reports		
DGS	Compressive Strength of Cylindrical Concrete Specimens ²	ASTM C39	
	CAST STONE		
DGS	Absorption of Architectural Cast Stone	ASTM C1195	
	MASONRY		
DGS	Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry, Annex A7 Compressive Strength ⁶	ASTM C780	
DGS	Method of Sampling and Testing Grout ⁶	ASTM C1019	
	Level 1 Special Inspection		
IBC	1. Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	Art. 1.5 ⁵	
IBC	2. Verification of f'_m and f'_{AAC} prior to construction except where specifically exempted by this code.	Art. 1.4B ⁵	
IBC	3. Verification of slump flow and VSI as delivered to the site for self-consolidating grout.	Art. 1.5B.1.b.3 ⁵	
IBC	4. As masonry construction begins, the following shall be verified to ensure compliance: a. Proportions of site-prepared mortar b. Construction of mortar joint c. Location of reinforcement connectors, prestressing tendons and anchorages d. Prestressing technique e. Grade and size of prestressing tendons and anchorages	Art 2.6A ⁵ Art 3.3B ⁵ Art 3.4, 3.6A ⁵ Art 3.6B ⁵ Art 2.4B, 2.4H ⁵	

<u>REQ'D BY¹</u>	<u>DESCRIPTION OF TEST OR INSPECTION</u>	<u>REFERENCED STANDARD</u>	<u>IBC REFER- ENCE²</u>
IBC	5. The inspection program shall verify: a. Size and location of structural elements b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction. c. Specified size, grade and type of reinforcement, anchor bolts, prestressing tendons and anchorages. d. Welding of reinforcing bars e. Preparation, construction and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F) f. Application and measurement of prestressing force	Art 3.3F ⁵ Sec 1.2.2(e) ⁴ , 1.16.1 ⁴ Sec 1.15 ⁴ , Art 2.4, 3.4 ⁵ Sec 2.1.9.7.2, 3.3.3.4(b) ⁴ Art 1.8C, 1.8D ⁵ Art 3.6B ⁵	Sec 2104.3, 2104.4
IBC	6. Prior to grouting, the following shall be verified to ensure compliance: a. Grout space is clean b. Placement of reinforcement and connectors and prestressing tendons and anchorages c. Proportions of site-prepared grout and prestressing grout for bonded tendons d. Construction of mortar joints	Art 3.2D ⁵ Sec 1.13 ⁴ , Art 3.4 ⁵ Art 2.6B ⁵ Art 3.3B ⁵	
IBC	7. Grout placement shall be verified to ensure compliance with code and construction document provisions a. Grouting of prestressing bonded tendons	Art 3.5 ⁵ Art 3.6C ⁵	
IBC	8. Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed	Art 1.4 ⁵	Sec 2105.2.2, 2105.3
	Level 2 Special Inspection		
IBC	1. Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified	Art 1.5 ⁵	
IBC	2. Verification of f'_m and f'_{AAC} prior to construction and for every 5000 square feet during construction	Art. 1.4B ⁵	
IBC	3. Verification of proportions of materials in premixed or preblended mortar and grout as delivered to the site	Art. 1.5B ⁵	
IBC	4. Verification of slump flow and VSI as delivered to the site for self-consolidating grout	Art. 1.5B.1.b.3 ⁵	

REQ'D BY¹	DESCRIPTION OF TEST OR INSPECTION	REFERENCED STANDARD	IBC REFER- ENCE²
IBC	5. The following shall be verified to ensure compliance: a. Proportions of site-prepared mortar, grout and prestressing grout for bonded tendons b. Placement of masonry units and construction of mortar joints c. Placement of reinforcement, connectors and prestressing tendons and anchorages d. Grout space prior to grouting e. Placement of grout f. Placement of Prestressing grout g. Size and location of structural elements. h. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction. i. Specified size, grade and type of reinforcement, anchor bolts, prestressing tendons and anchorages. j. Welding of reinforcing bars. k. Preparation, construction and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F). l. Application and measurement of prestressing force.	Art 2.6A ⁵ Art 3.3B ⁵ Sec 1.15 ⁴ , Art 3.4, 3.6A ⁵ Art 3.2D ⁵ Art 3.5 ⁵ Art 3.6C ⁵ Art 3.3F ⁵ Sec.1.2.2(e), 1.16.1 ⁴ Sec. 1.15 ⁴ Art. 2.4, 3.4 ⁵ Sec. 2.1.9.7.2, 3.3.3.4 (b) ⁴ Art. 1.8C, 1.8 ⁵ Art. 3.6B ⁵	2104.3, 2104.4
IBC	6. Preparation of any required grout specimens and/or prisms shall be observed	Art 1.4 ⁵	2105.2.2 2105.3
STEEL CONSTRUCTION			
IBC	1. Material verification of high-strength bolts, nuts, and washers: a. Identification markings to conform to ASTM standards spec in the approved CDs. b. Manufacturer's Certificate of Compliance required	AISC 360, Section A3.3 and applicable ASTM material standards	
IBC	2. Inspection of high-strength bolting: a. Snug-tight joints b. Pretensioned and slip-critical joints using turn-of-nut with matchmarking, twist-off bolt or direct tension indicator methods of installation. c. Pretensioned and slip-critical joints using turn-of-nut without matchmarking or calibrated wrench methods of installation (N/A; DGS requires twist-off bolt or direct tension indicator)	AISC 360, Section M2.5	1704.3.3
IBC	3. Material verification of structural steel and cold-formed steel deck: a. For structural steel, identification markings to conform to AISC 360 b. For other steel, identification markings to conform to ASTM standards specified in the approved CDs c. Manufacturer certified test reports	AISC 360, Section M5.5 Applicable ASTM material standards	
IBC	4. Material verification of weld filler materials: a. Identification markings to conform to AWS specification in the approved CDs b. Manufacturer's Certificate of Compliance required	AISC 360, Sect A3.5 and applicable AWS A5 documents	

<u>REQ'D BY¹</u>	<u>DESCRIPTION OF TEST OR INSPECTION</u>	<u>REFERENCED STANDARD</u>	<u>IBC REFER- ENCE²</u>
IBC	5. Inspection of welding: a. Structural steel 1) Complete and partial penetration groove welds 2) Multi-Pass fillet welds 3) Single-pass fillet welds > 5/16" 4) Plug and slot welds 5) Single-pass fillet welds < 5/16" 6) Floor and deck welds	AWS D1.1	1704.3.1
	b. Reinforcing steel: 1) Verification of weldability of reinforcing steel other than ASTM A 706 2) Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special reinforced concrete shear walls, and shear reinforcement 3) Shear reinforcement 4) Other reinforcing steel	AWS D1.3 AWS D1.4 ACI 318: Section 3.5.2	1704.3.1
IBC	6. Inspection of steel frame joint details for compliance with approved CDs: a. Details such as bracing and stiffening b. Member locations c. Application of joint details at each connection		1704.3.2
DGS	Liquid Penetrant Examination	ASTM E165	
DGS	Guide for Magnetic Particle Examination	ASTM E709	
DGS	Practice for Ultrasonic Contact Examination of Weldments	ASTM E164	
DGS	Guide for Radiographic Examination	ASTM E94	
	COLD-FORMED STEEL TRUSSES		
IBC	Cold-formed steel trusses spanning 60 feet or greater		1704.3.4
	WOOD		
IBC	Professional to determine requirements.		1704.2, 1704.6
	SPRAYED FIRE-RESISTANT MATERIALS		
IBC	Professional to determine requirements.		1704.12
	MASTIC AND INTUMESCENT FIRE-RESISTANT COATINGS		
IBC	Professional to determine requirements.	AWCI 12-B.	1704.13
	EXTERIOR INSULATION AND FINISH SYSTEMS		
IBC	Professional to determine requirements.		1704.14

<u>REQ'D BY¹</u>	<u>DESCRIPTION OF TEST OR INSPECTION</u>	<u>REFERENCED STANDARD</u>	<u>IBC REFER- ENCE²</u>
	SEISMIC RESISTANCE		
IBC	Professional to determine requirements.		1705, 1707, 1708
	WIND REQUIREMENTS		
IBC	Professional to determine requirements.		1706
	GENERAL OVERVIEW OF QC TESTING		
DGS	Review of Contractor QC Testing and Reports		

SECTION 2

<u>REQ'D BY¹</u>	<u>DESCRIPTION OF TEST OR INSPECTION</u>	<u>REFERENCED STANDARD</u>	<u>IBC REFER- ENCE²</u>
	SOILS		
IBC	1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity		1704.7
IBC	2. Verify excavations are extended to proper depth and have reached proper material		1704.7
IBC	3a. Perform testing of compacted fill materials	ASTM D6938	1704.7
	3b. Perform classification of proposed compacted fill		1704.7
	3c. Perform Modified Proctor testing of proposed compacted fill	ASTM D1557	1704.7
	3d. Perform Standard Proctor testing of proposed compacted fill	ASTM D698	1704.7
IBC	4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill		1704.7
IBC	5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly		1704.7
	DRIVEN DEEP FOUNDATIONS		
IBC	1. Verify element materials, sizes and lengths comply with the requirements.		1704.8
IBC	2. Determine capacities of test elements and conduct additional load tests, as required.		1704.8

IBC	3. Observe driving operations and maintain complete and accurate records for each element.		1704.8
IBC	4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.		1704.8
IBC	5. For steel elements, perform additional inspections in accordance with Section 1704.3.		1704.8
IBC	6. For concrete elements and concrete-filled elements, perform additional inspections in accordance with Section 1704.4.		1704.8
IBC	7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.		1704.8
CAST-IN-PLACE DEEP FOUNDATION ELEMENTS			
IBC	1. Observe drilling operations and maintain complete and accurate records for each element.		1704.9
IBC	2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. ⁸ Record concrete or grout volumes.		1704.9
IBC	3. For concrete elements, perform additional inspections in accordance with Section 1704.4.		1704.9
HELICAL PILE FOUNDATIONS			
IBC	Professional to determine requirements.		1704.10
VERTICAL MASONRY FOUNDATION ELEMENTS			
IBC	Professional to determine requirements.		1704.11
ENGINEERING SERVICES			
DGS	Review of Contractor QC Test Reports.		
DGS	Review of Contractor QC Soil Bearing Test Reports.		
DGS	On-site Engineering Consultation ⁷		
DGS	Office Engineering Consultation ⁷		

Footnotes:

1. "DGS" are tests required by DGS and "IBC" are test required by Chapter 17 of the 2009 International Building Code.
2. IBC 2009.

3. Not used.
4. Refers to reference ACI 530/ASCE 5/TMS 402.
5. Refers to reference ACI 530.1/ASCE 6/TMS 602.
6. Concrete, mortar or grout molds are to be made by QA Agent under Special Inspection hours.
7. Principal(s) shall be Registered Professional Engineer(s). The Engineer making decisions and recommendations shall be a Registered Pennsylvania Professional Engineer.

END OF SECTION

SECTION 015000TEMPORARY UTILITIES

[Assignment of responsibility based on a typical project with four Prime Contractors and the General Contractor is the Lead Contractor. The Professional is to reassign responsibility as appropriate for non-typical Projects after discussion with the DGS Design Project Manager. Refer to the Division 1 Instructions for editing guidelines.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections “General Conditions of the Construction Contract”, “Special Conditions”, and “Division 1 - General Requirements” form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 TEMPORARY SERVICES DURING CONSTRUCTION

- A. The designated Contractor shall install, operate, protect and maintain the temporary services, as hereinafter specified, during the construction of the entire Project.
- B. Temporary connections to new and/or existing permanent service lines shall be made at the appropriate locations as determined by the designated Contractor, and coordinated with the Department, in conjunction with the Client Agency (as applicable). When the temporary service lines are no longer required, they shall be removed by the Contractor. Any part or parts of the permanent service lines, grounds and building, disturbed and damaged by the installation and/or removal of the temporary service lines, shall be restored to their original condition by the Contractor responsible for the temporary installation.
- C. If the Contractor fails to carry out its responsibility in supplying temporary services as set forth in this Contract, it is responsible for such failure, and the Department may take such action as it deems proper for the protection and conduct of the work, and shall deduct the cost involved from the amount due the Contractor. Only those temporary utilities required for construction need to be extended to the work area(s).
- D. Temporary utilities for Prime Contractors’ office trailers shall be arranged and paid for by each responsible Prime Contractor. The Lead Contractor shall arrange, provide, install, and pay for all temporary utilities required for the DGS Construction Project Manager’s office/ trailer.

1.3 TEMPORARY WATER SUPPLY

[Edit these paragraphs if, after detailed and documented discussion with the Client Agency, it is determined that the Client Agency will, within the limitations of the existing facilities, furnish water for construction purposes. Clarify the Plumbing Contractor’s responsibility, as to whether there is a charge for water by the Client Agency and whether metering is required. In addition, if the project is to be served by a new well, it may be necessary to require some type of alternate supply such as tanker trucks. Clearly identify the alternate supply and which contract is responsible for it.]

- A. The Plumbing Contractor shall install, operate, protect and maintain an adequate water supply during the period of construction, either by means of the permanent water supply line, or by the installation of a temporary water supply. The temporary water supply shall be in place within fifteen (15) days of any Prime Contractor’s written request for such services.
- B. The Plumbing Contractor will be required to bring the temporary water supply to a point approximately ten (10) feet from the work area(s) and to provide a meter and RPZ back-flow preventer.

- C. The Lead Contractor shall pay all charges for water consumption, except for testing, as specified in Section 010400.

1.4 TEMPORARY HEAT

- A. The temporary heat requirements on this Project are divided into two (2) categories: (1) temporary heat required prior to the enclosure of the building, buildings, or portions thereof; and (2) temporary heat required subsequent to the enclosure of the building, buildings or portions thereof.
- B. A building or portion thereof shall be considered to be enclosed when (a) the roof is on and tight; (b) the exterior walls have been completed; and (c) when openings, doors and windows are closed with permanent closures, or with substantial temporary closures which will affect the retention of heat within the building or portion thereof.
- C. Prior to enclosure of building, buildings or portions thereof, and when official local weather predictions indicate below freezing temperatures or temperatures that may damage the work, each Contractor shall provide, maintain, operate and pay all costs, including fuel, for a sufficient number of approved portable heaters, so that the progress of its work is not impeded, and proper protection of its work from freezing is maintained. Self-contained oil/gas/propane-fired portable heaters, if used, must be vented to the outside of the enclosed structure. Unvented fuel-fired portable heaters may be used only when the building is not enclosed.
- D. After the building, buildings or portions thereof are enclosed, and temporary heat is required for proper construction, the HVAC Contractor, at its own cost and expense, shall provide equipment and heating personnel for the temporary heat. The HVAC Contractor may, with the Department's and Client Agency's approval, utilize the permanent system or portions thereof, or may install temporary steam or hot water radiation or convectors or a combination of both. The HVAC Contractor shall operate portable steam or hot water generating equipment for supply to permanent or temporary building heating facilities. The HVAC Contractor may install, operate, protect and maintain a temporary heating system through connections to existing steam or hot water lines. ***[Obtain approval from the Client Agency for connection to existing steam or hot water systems. If connection is not allowed, edit the forgoing sentence. If connection is allowed, but payment for steam or hot water is required, require metering by the Contractor and a cost basis for use. The Client Agency may, within the limitations of the existing facilities, provide heat at no cost. Require the Contractor to provide all temporary connections and necessary equipment to adapt the existing heating system to provide temporary heat. Regardless of whether the new permanent heating system is used for temporary heat, require in Division 23 that all equipment warranties commence upon acceptance of the building for occupancy.]***
- E. Temporary heating system, as hereinafter noted, shall be of sufficient capacity to heat the interior of the building to 60°F when outside temperature is 0°F. The interior temperature must be 60°F or above at all times. This service shall be continued until the entire Project is completed, except as hereinafter noted.
- F. Where electricians or plumbers are required to install, operate supervise or maintain equipment used in the provisions of temporary heat, the payment of the services of such material and personnel shall be the responsibility of the Electrical and the Plumbing Contractors respectively. It will be the responsibility of the Electrical and Plumbing Contractors to coordinate with the HVAC Contractor for temporary heat.
- G. The Lead Contractor shall pay for all fuel and electricity for the temporary heat in conjunction with the operation of heating equipment for enclosed buildings, or enclosed portions thereof, unless provided by the Client Agency as noted above.
- H. The Lead Contractor shall remove normal soot, smudges, and other deposits from walls, ceilings and exposed surfaces which are the result of the use of any temporary heating equipment after enclosure, including the use of the permanent heating system for temporary

heating purposes. Finish work shall not start until all such surfaces are properly cleaned. Soot, etc. caused by equipment malfunction shall be removed by the responsible Contractor. Each Prime Contractor shall correct/replace any of their respective work that is identified by the Department or Professional as not meeting the project specifications as a result of the failure of any Prime Contractor to maintain or provide appropriate temporary heat, cooling, dehumidification, or ventilation in accordance with the contract requirements or the manufactures requirements. Each Prime Contractor will follow the requirements of the General Conditions regarding any disputes due to another Prime Contractor's failure to provide or maintain proper temporary heating, cooling, dehumidification, or ventilation of the conditioned space. Each Prime Contractor shall correct/replace any of their respective work that does not meet Contract requirements due to use of temporary heat.

- I. All permanent heating equipment used to supply temporary heat shall be completely cleaned and reconditioned by the HVAC Contractor, in the presence of the Department personnel, prior to Final Acceptance. Cleaning of permanent HVAC ducts utilized for temporary heat shall be required. The HVAC Contractor should filter the return air at grilles, and wherever necessary to prevent dust accumulation. All permanent heating equipment, such as radiator trap seats and diaphragms, valve sets and discs, strainer internals or any other equipment found to be damaged due to being used for temporary heat shall be replaced. All replacements must be inspected by the Professional and accepted by the Department personnel. The HVAC Contractor shall pay for all replacement parts and labor.
- J. The cost of temporary heat shall be made a part of the lump sum bid submitted by each Contractor, as applicable. The cost of temporary heat after enclosure shall be shown on the Contract Schedule of Values, to include the number of calendar days, cost per twenty-four (24) hour day and extended price. Any adjustment to the number of days of temporary heat, used or not used, may be based on this unit price. Each Contractor shall include [xxx] calendar days of temporary heat after building enclosure, in its bid.
- K. Temporary Ventilation and Temperature Control: The Lead Contractor shall provide electronic daily temperature/humidity readings equipment and log the conditions throughout the building to assure the proper and adequate temperature/humidity levels are recorded and maintained. The Lead Contractor shall provide the appropriate temporary ventilation, dehumidification, humidification or cooling equipment to assure the interior humidity/temperature levels are provided to meet all building finish requirements in accordance with the manufacture requirements.

1.5 CONSTRUCTION LIGHT AND POWER

[These paragraphs are based on the typical condition where the Contractor is responsible for Construction Light and Power. If within the limitations of the existing facilities the Client Agency is providing construction light and/or power at no cost to the Contractor, edit and require each Contractor to extend existing lighting/power to meet construction requirements. All work must comply with NEC and OSHA. Connection to existing source shall be as determined by the Department.]

- A. The Electrical Contractor shall install, operate, protect and maintain the temporary service for construction light and power. The Contractor shall extend the temporary wiring throughout the project work areas, properly insulated and installed in accordance with Article 300 of the National Electrical Code. All wiring shall be installed by a licensed electrician.
- B. The Electrical Contractor shall furnish this service within fifteen (15) days of any Prime Contractor's written request for such services. The service shall be sized to satisfy project requirements, but shall not be less than 200 amp, single-phase, 3-wire 120/240 volts, with fused safety switch protection required. Additional capacity in the form of other independent services and panels shall be provided as needed at required location throughout the site to meet the requirements of this section.

- C. The Electrical Contractor shall extend electrical wiring into the building to provide adequate light and power, for the proper execution of the work. The Electrical Contractor shall also provide three-phase, 208 volt power service, if required. As construction progresses, it shall extend the temporary services to all areas where required, with a minimum of 100W incandescent equivalent light and duplex power outlets at 20 feet on center minimum, and at least in every room or space. The maximum size motor to be used at any power service shall be limited to 5 hp. Construction light and power provided shall fully comply with all provisions for this service of the National Electric Code and OSHA.
- D. Where a service of a type other than that as herein mentioned is required, each Contractor requiring same shall provide such service and necessary equipment at its own expense.
- E. The Electrical Contractor, prior to the installation of the permanent service, shall provide portable generators or shall extend a temporary service line to the site, and shall sign for the meter and pay all electrical connection costs.
- F. The Electrical Contractor shall provide all transformers necessary to provide temporary power.
- G. The Electrical Contractor shall provide all meters and/or submeters required and necessary to meter usage.
- H. The Lead Contractor shall pay all electric consumption and associated costs for its use and that of all Prime Contractors, until Closeout Inspection occurs, and all items of work are certified to be complete.

1.6 WELDING *[Verify acceptability of welding at historic sites]*

- A. Any Contractor using electrical power for welding on the site shall use self-contained engine generating units.
- B. Each Contractor shall provide necessary exhaust/ventilation/filtration to prevent accumulation of welding fumes and smoke generated by welding their operations.
- C. Each Contractor shall have all precautions and protection in place while welding to assure no sparks cause fire or smoke damage to all surrounding areas; during and after all welding activities.

1.7 FIRE EXTINGUISHERS

- A. Each Contractor shall provide UL listed, NFPA approved fire extinguishers, ten (10) lb. minimum, at the construction site during operations, suitable for all types of fires in accordance with OSHA.

1.8 INTERRUPTION OF SERVICES

- A. Each Prime Contractor shall have all needed equipment and material to complete planned work at the site, prior to shutting down any system.
- B. No additional compensation or time will be given to the Contractor, if work must be performed on State or National Holidays or on weekends or on overtime. See paragraph on 'Working Hours' under Section 010400.

1.9 SNOW/ICE REMOVAL

- A. The Lead Contractor shall be responsible to provide snow removal and anti-skid material into to site and at the project site and indicated laydown areas (including construction trailer), unless directed otherwise.

- B. All related work shall be performed to provide proper and safe access throughout the site subsequent to each related work day. Any delay and potential related costs generated by failure to meet this requirement shall be the responsibility of the Lead Contractor.

1.10 DEWATERING

- A. Each Prime Contractor shall provide adequate attention, equipment and manpower to the project to assure the work area is dewatered as required to eliminate ponding, excessive water, depressions, etc. as affected by and for their work activities. Such action shall occur no later than 24 hours after a rain or water producing event. This effort shall be sustained for the time period necessary to bring the affected area back into conformance.

1.11 HOISTING FACILITIES

- A. Each Prime Contractor must provide hoisting facilities for its own work. All hoisting facilities must comply with the safety regulations of the Department of Labor and Industry. ***[If the building is over 5 stories, consider adjusting this paragraph to require the Lead Contractor to provide a temporary elevator, hoist, tower crane or other hoisting equipment for the project. Discuss this matter with the Design Project Manager and Bureau of Construction staff before proceeding.]***

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 016100DEPARTMENT OF CORRECTIONS – SUPPLEMENTAL PROVISIONS

***[Professional to insert this Section for Department of Corrections Projects;
Review with Design Manager before using.]***

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections “General Conditions of the Construction Contract”, “Special Conditions”, and “Division 1 - General Requirements” form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for informing their employees of the special restrictions on personal behavior and the procedures/potential penalties for violations.

1.3 WORKING HOURS

- A. Refer to specification Section 010400 – Coordination and Control, for working hours. Any extension outside of these hours must be accomplished in accordance with the General Conditions and with the consent of both the Department and Institution Manager.
- B. The work within the secured perimeter must be scheduled and executed in coordination with the escorts that the Institution will provide to visually observe work crews.
- C. In the event the Institution determines that on-site circumstances will not support continuation of construction activities, the Department may elect to suspend work and/or process a no-cost Extension of Time to the contract duration until project work is allowed to proceed.
- D. The Contractor, as well as any subcontractors and/or material delivery may not argue for extra compensation related to a perceived delay or inefficiency during processing for access to or transit of materials in the event any of the following conditions are present:
 - 1. Arrival of work crews at previously-defined improper times such as shift changes, scheduled deliveries, etc.
 - 2. Improperly completed, inaccurate, or missing daily tool inventory sheets, clearance sheets, and secured tools.
 - 3. Improper scheduled material deliveries.
 - 4. Any failure related to the adherence to the Department of Corrections’ Supplemental Provisions contained herein.

1.4 VEHICLES

- A. Construction vehicles, as well as employees’ vehicles, will be parked in an area designated by Institution and Department and locked at all times. If any vehicles are to be left overnight, the license number or numbers of vehicles must be reported to the Institution Main Gate on a daily basis.

1.5 TOOLS

- A. Tools shall be kept in a secure (locked) area when not in use and inventoried on a daily basis to ensure complete and total accountability. While the tools are being used, they shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from Institutional property. Any missing tools are to be reported promptly to the Institutional Maintenance Superintendent. Particular attention should be paid to tools which may be used as weapons or

instruments of escape. Special procedures will be developed with the Institution's Maintenance/ Engineering Department concerning cutting pliers, bolt cutters, hacksaws and welding or cutting equipment. UNDER NO CIRCUMSTANCES WILL CUTTING TORCHES OR WELDING EQUIPMENT BE LEFT INSIDE THE ENCLOSURE OVERNIGHT, ON WEEKENDS OR ON HOLIDAYS.

1.6 FRATERNIZATION

- A. There shall be no fraternization or private relationships of Contractors' employees with inmates. This includes, but is not limited to, trading, bartering or receiving gifts, money, favors from the inmates, or the inmates' friends, relatives or representatives.

1.7 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on Institutional property nor left in any vehicle.

1.8 GAMBLING

- A. Gambling or wagering of any type is not permitted on Institutional property.

1.9 SECTION 5122 WEAPONS OR IMPLEMENTS FOR ESCAPE

- A. Weapons or implements of escape (other than tools applicable in Paragraph 1.5) shall not be permitted on Institution property. Non-compliance with this policy may result in criminal charges.
- B. Offense Defined: A person commits a misdemeanor of the first degree if that person unlawfully introduces within a detention facility, correctional institution or mental hospital, or unlawfully provides an inmate thereof with any weapon, tool, implement or other thing which may be used for escape.
- C. Definitions:
 - 1. As used in this section, the word "unlawfully" means surreptitiously or contrary to law, regulation or order of the detaining authority.
 - 2. As used in this section, the word "weapon" means any implement readily capable of lethal use and shall include any firearm, knife, dagger, razor, other cutting or stabbing implement or club, including any item which has been modified or adapted so that it can be used as a firearm, knife, dagger, razor, other cutting or stabbing implement or club. The word "firearm" includes any unloaded firearm and the unassembled components of a firearm.

1.10 SECTION 5123 CONTRABAND

- A. Contraband shall not be permitted on Institution property. Non-compliance with this policy may result in criminal charges.
- B. Contraband to confined persons is prohibited. A person commits a misdemeanor of the first degree if that person sells, gives or furnishes to any convict in a prison or inmate in a mental hospital, or gives away or brings into any prison, mental hospital or any other building appurtenant thereto, or on the land granted to or owned or leased by the Commonwealth or County for the use and benefit of the prisoners or inmates, or puts in a place where it may be secured by a convict of a prison, inmate of a mental hospital, or employee thereof, any kind of spirituous or fermented liquor, drug, medicine, poison, opium, morphine, or other kind of narcotics (except the ordinary hospital supply of the prison or mental hospital) without a written permit signed by the physician of each Institution, specifying the quantity and quality of the liquor or narcotic which may be furnished to any convict, inmate, or employee in the prison or

mental hospital, the name of the prisoner, inmate or employee for whom, and the time when the same may be furnished, which permit shall be delivered to and kept by the warden or superintendent of the prison or mental hospital.

- C. Money to inmates is prohibited. A person commits a misdemeanor of the third degree if that person gives or furnishes money to any inmate confined in a state or county correctional institution. PROVIDED NOTICE OF THIS PROHIBITION IS ADEQUATELY POSTED AT THE INSTITUTION. A person may, however, deposit money with the superintendent, warden or other authorized individual in charge of a state or county correctional institution for the benefit and use of an inmate confined therein, which shall be credited to the inmate's account and expended in accordance with the rules and regulations of the Institution. The person making the deposit shall be provided with a written receipt for the amount deposited.

1.11 SEARCH

- A. Any person entering this Institution is subject to a search of their person at any time. While the person may refuse, such refusal may be cause for denial of further entrance.

1.12 SECURITY ORIENTATION PROGRAM AND PREA TRAINING

- A. The contractor's personnel must attend a Security Orientation Program, and perform Prison Rape Elimination Act (PREA) Training, prior to commencement of on-site work. No personnel of the contractor will be permitted to begin work on Institutional grounds without first attending the Security Orientation Program and performing the appropriate PREA Training. The contractor must schedule the Security Orientation, and PREA Training with the Institution, and budget his time accordingly. The Institution requires at least 10 days' notice for these activities, and it will need to be a day that fits the Institution's schedule.

1.13 SECURITY CLEARANCE CHECK

- A. The Contractor shall provide the following information to Institutional Security Personnel concerning every employee of the Contractor who will be entering the Institution:
 1. Name (including any previous names)
 2. Date of Birth
 3. Social Security Number (not required for Pre-Bid Conference).
 4. Driver's License Number (not required for Pre-Bid Conference).
- B. This information will be used exclusively to perform a security clearance check on each individual employee. All information provided by the employer will be kept confidential. No employee of the Contractor will be admitted to any Institution until this security clearance check has been performed and then only at the discretion of the Institution's Superintendent or designee.
- C. The contractor's personnel must have their picture taken at the Institution to have an ID badge created for each employee prior to commencement of on-site work. No personnel of the contractor will be permitted to begin work on Institutional grounds without first obtaining an ID badge. The contractor must schedule the picture taking with the Institution, and budget his time accordingly. The Institution requires at least 10 days' notice for this activity and it will need to be a day that fits the Institution's schedule.

THE ENCLOSED DEPARTMENT OF CORRECTION 'POLICY 6.3.1, FACILITY SECURITY MANUAL, SECTION 6 - CONSTRUCTION CONTRACTORS' IS GIVEN HEREIN TO INDICATE TO THE CONTRACTOR THE PROCEDURES THAT WILL BE REQUIRED FOR ACCESS TO THE INSTITUTIONAL GROUNDS THROUGHOUT THE CONSTRUCTION PERIOD. THE INFORMATION SUPPLEMENTS THE GENERAL REQUIREMENTS. THE DEPARTMENT OF GENERAL SERVICES WILL IMPLEMENT THE APPLICABLE PROCEDURE.

PART 2 –PRODUCTS (Not Used)

PART 3 –EXECUTION (Not Used)

END OF SECTION

DEPARTMENT OF CORRECTION
POLICY 6.3.1, FACILITY SECURITY MANUAL
SECTION 6 – CONSTRUCTION CONTRACTORS

Section 6 – Construction Contractors**A. Facility Responsibilities****1. Facility Manager**

The Facility Manager shall be responsible for the following:

- a. ensure that local procedures are established governing construction contractor's access that provides for the secure operation of the facility while facilitating the necessary work to be completed;
- b. give final approval/disapproval of all construction workers to work within the facility;
- c. approve any overtime associated with the construction project; and
- d. notify the Deputy Superintendent for Facilities Management (DSFM) or Deputy Superintendent for Internal Security (DSIS) (if applicable) of any overtime approvals.

2. DSFM/DSIS

a. The DSFM/DSIS shall be responsible for the following:

- a. ensure that all security and safety concerns regarding construction contractors are properly addressed and resolved;
- b. ensure that a briefing of contractors is conducted to establish a point of contact with whom contractors can address any project related problems.
- c. attend job conferences and address items contained in the contract that may impact upon the security of the facility;
- d. review all **centralized clearance** checks on construction contractors employees for accuracy and submit recommendations to the Facility Manager on whether or not a particular construction employee should be approved/disapproved to work within the facility;
- e. ensure that the Major-of-the-Guard and the Shift Commander are informed of any overtime approvals;
- f. approving all inmates assigned to work in a construction area; and
- g. periodically tour the work site to evaluate impact on security.

3. Facility Maintenance Manager (FMM)

b. The FMM shall be responsible for the following:

- a. coordinate all construction projects with the Department of General Services (DGS) and the construction contractor;
 - b. attend all job conferences;
 - c. provide the construction contractor(s) with a copy of the **Centralized Clearance Check Information Request Form** in accordance with Department policy **1.1.4, "Centralized Clearances"** at the initial job conference and emphasize the need to return the questionnaires in order to complete the required security checks;
 - d. collect and forward completed **Centralized Clearance Check Information Request Forms** for all construction contractors or construction employees to the Intelligence Captain at least 10 days prior to any construction contractor or construction employee arriving on site;
 - e. act as a liaison between the construction contractor, DGS, and the Department to ensure that all specifications of the contract are being met;
 - f. ensure that all required work is completed to an acceptable level of quality through coordination with the DGS, the project architect/engineer, and the construction contractor;
 - g. compile and forward a list of all prospective inmates to work in a construction area to the DSFM/DSIS (if applicable) and the Intelligence Captain; and
 - h. discuss progress of projects with the DSFM/DSIS (if applicable).
4. Major-of-the-Guard

The Major-of-the-Guard shall be responsible for the following:

- a. ensure that the Intelligence Captain conducts security orientation(s) for all construction employees on a scheduled basis;
- b. tour the job site prior to the arrival of construction contractors and construction employees to identify any possible security concerns;
- c. ensure that **centralized clearance** checks are conducted on all construction employees and a list of names and recommendations is submitted to the DSFM/DSIS (if applicable);
- d. monitor the performance of each Shift Commander and Intelligence Captain to ensure that the responsibilities outlined in this manual for the construction post are being conducted; and
- e. ensure that all required forms of documentation concerning construction contractor activities relating to security are developed and updated as needed.

5. Intelligence Gathering Captain

The Intelligence Gathering Captain shall be responsible for the following:

- a. tour the job site with the Major-of-the-Guard prior to the arrival of any construction contractor(s) and/or construction employee(s) to identify any possible security concerns;
- b. conduct **centralized clearance** checks on all construction employees and submit a list and his/her recommendation to the DSFM/DSIS (if applicable);
- c. provide security orientation(s) to construction employees on a scheduled basis;
- d. provide an orientation packet to all construction employees outlining security, safety and/or other concerns related to the facility and the construction project;
- e. periodically tour the construction site to monitor the project's progress and to identify any possible security concerns;
- f. review all prospective inmates for work in the construction area for any information that would preclude the inmate(s) from being assigned; and
- g. inform the DSFM/DSIS (if applicable) and the FMM of any information that is obtained that would preclude inmate(s) from working in a construction area.

6. Shift Commander

Each respective Shift Commander shall be responsible for the following:

- a. Ensure that a Corrections Officer or H-1 Maintenance Department employee is assigned to the construction site area during work hours to:
 - (1) monitor the activities of the construction employees related to the security of the construction site and the facility;
 - (2) provide intermittent supervision of the inmates approved to work in the construction area;
 - (3) ensure that inmates approved to work in the construction area(s) are escorted and searched prior to and after their work assignment;
 - (4) ensure that no inmate movements are allowed in the construction area(s) except those approved by the Major-of-the-Guard, DSFM, and/or Facility Manager;
 - (5) ensure that regular, but random, security checks of the construction area are conducted to identify any security and/or safety concerns;

- (6) ensure that inmates approved to work in the construction area(s) are directly supervised and that they do not carry anything into or from the area(s) that is not approved; and
 - (6) make security checks to ensure that all equipment and tools have been secured in the designated area(s), at the end of the workday.
- b. Ensure that security is maintained within the facility and at the construction site by ensuring that appropriate staff:
- (1) monitor all traffic, both pedestrian and vehicular, within the facility related to the construction project;
 - (2) inspect the construction site and check all locks and other security and safety equipment and procedures related to the construction project;
 - (3) ensure that all construction equipment and vehicles entering or exiting the facility are properly searched and are authorized for entrance and/or egress;
 - (4) submit reports of any problems with tool accountability to the Major-of-the-Guard, DSFM/DSIS (if applicable), and the Facility Manager;
 - (5) ensure that the Corrections Officers assigned to entrance/egress points (e.g. sally port, gates, etc.) are properly performing the duties assigned for identifying, recording, and searching all construction employees and vehicles entering/leaving the facility; and
 - (6) periodically review the procedures in place to ensure that construction employees are properly signing in/out of the facility and that the photo ID Badges are accounted for.

B. Required Documentation

The forms of documentation listed below shall be developed and maintained at each facility.

1. Orientation Packet

The Orientation Packet shall include the following:

- a. personal behavior;
- b. working hours;
- c. vehicle procedures;
- d. tool control;
- e. fraternization;

- f. general security procedures;
- g. gambling;
- h. contraband control, including, but not limited to:
 - (1) alcohol and controlled substances;
 - (2) weapons; and
 - (3) implements of escape
- i. security clearance check;
- j. search procedures; and
- k. the wearing of identification.

2. **Contractor Tool Inventory Form (Attachment 6-A)**

A **Contractor Tool Inventory Form** is to be completed by the contractor one week prior to starting work. The form shall be forwarded to the Tool Control Officer, DSFM/DSIS and the FMM for review and approval. This form is to be updated and resubmitted as tools are removed, broken, or new tools added.

3. **Contractor Tool Accountability Form (Attachment 6-B)**

The contractor is to complete the **Contractor Tool Accountability Form** daily to document that all tools used by the contractor are accounted for. The completed form is to be submitted to the FMM for review and approval. If a tool is missing, information is to be supplied detailing when the tool was seen/used last, by whom and in what location.

4. **Centralized Clearance Check Information Request Form**

The **Centralized Clearance Check Information Request Form** shall contain the information needed to conduct a security check of the prospective construction employee. The form shall include but not be limited to, the following:

- a. full legal name;
- b. current address;
- c. social security number;
- d. driver's license number; and
- e. date of birth.

5. Contractor Responsibilities Packet

This shall include, but not be limited to, the following provisions:

- a. no personal or commercial vehicles are allowed into the facility without prior approval of the Shift Commander;
- b. all vehicles bringing tools into the facility shall be returned outside the perimeter once the tool delivery is made;
- c. vehicles and toolboxes must remain locked;
- d. no unattended vehicles shall be left unlocked or with the engine running at any time;
- e. any vehicle that is permitted to be left inside the perimeter overnight must be disabled from being operated and locked when possible, and they must be placed in an area separate from the inmate population;
- f. all vehicles entering the facility must have locking gas caps;
- g. a **Contractor Tool Accountability Form** shall be completed daily;
- h. lockable “gang” toolboxes are permitted inside the perimeter. These boxes must be locked at all times when not being used for tool removal or return and must be kept in a “fenced in” or other area which ensures no inmate access;
- i. a **Contractor Tool Inventory Form** is to be completed and submitted to the Corrections Officer at the point of entrance to the facility.
- j. all workers and material suppliers must provide at least one form of photo identification;
- k. a **centralized clearance check** is completed by all construction employees and submitted to the FMM;
- l. work hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, alternate work schedules require pre-approval by the Facility Manager/designee;
- m. no glass bottles or metal items such as silverware/knives are to be brought into the facility;
- n. all fuel (i.e., gasoline, diesel fuel) is to be secured outside of the perimeter and no gas cans are to be left unattended;
- o. only the required number of propane tanks will be permitted inside the perimeter. The maximum tank size is 1000 gallons. Propane tanks are permitted to be left inside the perimeter overnight, provided they can be secured in a manner to ensure inmates cannot access them; and

- p. vehicles and/or equipment, which cannot be taken outside the perimeter for refueling, will be refueled using gas cans. Once the refueling is completed the gas cans are to be removed from the facility. No fuel tanks are permitted to be stored inside the perimeter.

6. Request for Photographic Equipment to Enter the Facility Form (Attachment 6-C)

The **Request for Photographic Equipment to Enter the Facility Form** shall be used by the contractor to request that photographic equipment be brought into the facility. It shall indicate the date, time, name of the individual, and the rationale. All requests must be approved/disapproved by the Facility Manager/designee.

7. Utility Interruption Request Form (Attachment 6-D)

The **Utility Interruption Request Form** shall be used for requesting approval for the contractor to interrupt a facility utility. It must be submitted at least five working days before the proposed interruption. It shall include, but not be limited to, the following:

- a. the date of the proposed utility interruption;
- b. the time of the proposed utility interruption;
- c. the utility that is to be interrupted;
- d. the reason for the interruption;
- e. the length of time of the interruption; and
- f. the name, title, and phone number of the contractor's designated employee who will oversee the interruption.

Contractor Tool Inventory**A copy of this form is to be maintained at the Sally Port/Gate, after approval.**

Contractor's Name:

Date:

D.G.S. Project Number: _____

**TOOL LIST
INCLUDING SMALL EQUIPMENT****LOCATION WHERE TOOLS ARE SECURED
WHEN NOT IN USE**

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

CONTRACTOR'S Authorized Representative:

NAME PRINTED

SIGNATURE

☐	APPROVED	☐	DISAPPROVED	Date: _____	_____
					Corrections Facility Maintenance Manager
☐	APPROVED	☐	DISAPPROVED	Date: _____	_____
					DSFM/DSIS

Comments:

Distribution (After Approval/disapproval)

Facility Manager

Deputy Superintendent for Facilities Management

Deputy Superintendent for Internal Security, if applicable

Major-of-the-Guard

Intelligence Captain

Facility Maintenance Manager

Facility Safety Manager

Tool Control Officer

For the Week Ending: _____

Tools Missing:

NAME PRINTED

SIGNATURE

[illegible]

Received By: _____ Date and Time: _____

Intelligence Captain
Facility Maintenance Manager
Facility Safety manager
Tool Control Officer

Contractor Request for Photographic Equipment to Enter the Facility**RETURN TO THE FACILITY MAINTENANCE MANAGER**

DATE: _____ D.G.S. Project Number: _____

Contractor's Authorized Representative: _____

Name Printed

Signature

DATE AND TIME OF EXPECTED ARRIVAL: _____

REASON FOR REQUEST: _____

ESTIMATED TIME TO COMPLETE THE PHOTOGRAPHS: _____

NAME OF INDIVIDUAL THAT WILL BE ESCORTING: _____

UNDER NO CIRCUMSTANCES ARE PHOTOGRAPHS OF STAFF OR INMATES PERMITTED
WITHOUT APPROVAL OF THE FACILITY MANAGER. THE PUBLICATION OF ANY
PHOTOGRAPHS REQUIRES THE PERMISSION OF THE DEPARTMENT OF CORRECTIONS.

☐

APPROVED

☐

DISAPPROVED

Facility Maintenance Manager_____
Date☐

APPROVED

☐

DISAPPROVED

Deputy Superintendent for Facilities Management or
Internal Security_____
Date☐

APPROVED

☐

DISAPPROVED

Facility Manager_____
Date

Distribution (After Approval/Disapproval)

Facility Manager

Deputy Superintendent for Facilities Management

Deputy Superintendent for Internal Security

Facility Maintenance Manager

Major-of-the-Guard

Intelligence Captain

Shift Commander

Sally Port/Gate

Facility Safety Manager

Project file

CONTRACTOR UTILITY INTERRUPTION REQUEST

CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THIS FORM TO THE FACILITY MAINTENANCE MANAGER AT LEAST FIVE (5) WORKING DAYS BEFORE THE PROPOSED INTERRUPTION.

DATE: _____ D.G.S PROJECT NUMBER: _____

CONTRACTOR'S NAME: _____

REQUESTING OFFICIAL: _____

UTILITY REQUESTED TO BE INTERRUPTED: _____

REASON FOR INTERRUPTION: _____

LENGTH OF TIME OF INTERRUPTION: _____

DATE OF PROPOSED INTERRUPTION: _____

CONTRACTOR'S DESIGNATED EMPLOYEE WHO WILL ENSURE THAT THE INTERRUPTION IS HELD ON THE PROPOSED DATE AND TIME:

NAME: _____
(PRINTED)

TELEPHONE NUMBER AFTER WORKING HOURS: _____
(INCLUDING AREA CODE)

WEEKEND TELEPHONE NUMBER: _____
(INCLUDING AREA CODE)

☐ APPROVED ☐ DISAPPROVED _____

FACILITY MAINTENANCE MANAGER

☐ APPROVED ☐ DISAPPROVED _____

DEPUTY SUPERINTENDENT FOR FACILITIES
MANAGEMENT OR INTERNAL SECURITY

☐ APPROVED ☐ DISAPPROVED _____

FACILITY MANAGER

Distribution (After Approval/Disapproval)

Facility Manager

Deputy Superintendent for Facilities Management

Deputy Superintendent for Internal Security

Facility Maintenance Manager

Major-of-the-Guard

Intelligence Captain

Shift Commander

Sally Port/Gate

Facility Safety Manager

Project File

SECTION 016150DEPARTMENT OF HUMAN SERVICES – SUPPLEMENTAL PROVISIONSCONTRACTOR BEHAVIOR AND ACTIVITIES AT DEPARTMENT OF HUMAN SERVICES YOUTH DEVELOPMENT CENTERS, SECURE TREATMENT UNITS, YOUTH FORESTRY CAMPS, MENTAL HEALTH AND STATE CENTERS

***[Professional to insert this Section for Department of Human Services Projects;
Review with Design Project Manager before using.]***

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The Specifications Sections, " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements", form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for disseminating to their employees the special restrictions on personal behavior and the procedures/potential penalties for violations.
- B. Identification tags or badges to be furnished by the facility must be worn at all times while on facility property.
- C. Smoking and tobacco products are not permitted in any facility building. Tobacco may be used only in designated areas.

1.3 VEHICLES

- A. Construction vehicles and employee's vehicles will be parked in an area designated by the Department and locked at all times. The license numbers of vehicles to be left overnight will be reported to the security office at the facility on a daily basis by the Contractors.
- B. Vehicles may not be operated or parked on any lawn areas, unless otherwise permitted.

1.4 TOOLS

- A. Tools shall be kept in a secure (locked) area when not in use and inventoried to insure complete and total accountability at the end of each shift. While being used, tools shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from the facility property. Any missing tools are to be reported promptly to the Facility Maintenance Manager. Particular attention should be paid to tools, which may be used as weapons or instruments of escape. Special procedures will be developed with the facility's Maintenance/Engineering Department concerning cutting pliers, bolt cutters, hacksaws and welding or cutting equipment. **UNDER NO CIRCUMSTANCES WILL CUTTING TORCHES OR WELDING EQUIPMENT BE LEFT INSIDE THE PERIMETER SECURITY ENCLOSURE (at facilities with enclosures) OVERNIGHT, ON WEEKENDS OR ON HOLIDAYS.**
- B. Any trash or garbage that could present a health or safety risk to residents or staff must be safely disposed of by the Contractors. This includes, but is not limited to, nails, screws, metal material, etc.
- C. No ladders may be left upright and accessible to residents. If not in use, ladders must be taken down and secured. Scaffolding must be secured to guard against unauthorized use.

1.5 WORK AREAS

- A. All work areas are to be kept safe and orderly at all times.
- B. All doors are to be kept locked to ensure resident safety. Doors normally unlocked are excluded, unless safety becomes an issue.
- C. Passenger elevators are not to be used to transport materials, unless written authorization is given specifying dates and times when it is permissible.
- D. Flammable liquids are not to be stored inside occupied buildings.
- E. Do not compromise Life Safety Code requirements without prior written consent of the facility's Safety Manager, who will develop and implement alternate plans.
- F. Facility supplies are not to be utilized by Contractors, unless they are specifically spelled out in the Project Specifications.
- G. Contractors are to be aware of the locations of fire alarms, fire extinguishers and related equipment. The facility Fire Marshal is available to instruct the Contractors in the proper operation of fire safety equipment.

1.6 FRATERNIZATION

- A. There shall be no fraternization or private relationships of Contractors' employees with residents. This includes, but is not limited to trading, bartering or receiving gifts, money, or favors from the residents or the residents' friends, relatives or representatives.
- B. In accordance with its zero tolerance policy, the Department prohibits all forms of sexual abuse and sexual harassment of juvenile in its facilities. The Contractor will comply with Department policy and with the Prison Rape Elimination Act of 2003 (PREA) and its regulation at 28 C.F.R. Part 115 Subpart D, Standards for Juvenile Facilities.

At a minimum, the Contractor will provide a copy of DHS's Zero Tolerance for Sexual Abuse and Harassment pamphlet to all staff members, including staff of subcontractors who have any contact with juvenile at the facility and will provide to the Department confirmation of each staff member's receipt and understanding of the pamphlet to any new staff that may be hired for the duration of the contract. Contractor staff members/subcontractors will not be permitted to provide services until completed sign-off forms are received for those individuals who may come in contact with juveniles at the facility.

The Department may require Contractor's staff, including that of subcontractors to undergo additional Department provided training on their responsibilities under the Department's sexual abuse and sexual harassment prevention, detection and response policies and procedure. The Department will determine whether additional training is required based upon the nature of contracted services and the level of contact with juveniles at the facility.

1.7 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on facility property nor left in any vehicle.

1.8 GAMBLING

- A. Gambling or wagering of any type is not permitted on facility property.

1.9 WEAPONS OR IMPLEMENTS FOR ESCAPE

- A. Weapons or implements of escape (other than tools applicable in Paragraph 1.4) shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges.

- B. Offense Defined - A person commits a 2nd degree felony if that person unlawfully introduces within a Youth Development Center, Mental Health Hospital, or State Center unlawfully provides a resident thereof with any weapon, tool, implement or other item which may be used for escape.
- C. Definitions:
 - 1. As used in this section, the word "unlawfully" means surreptitiously or contrary to law, regulation, or order of the detaining authority.
 - 2. As used in this section, the word "weapon" means any implement readily capable of lethal use and shall include any firearm, knife, dagger, razor, other cutting or stabbing implement or club, including any item which has been modified or adapted so that it can be used as a firearm, knife, dagger, razor, other cutting or stabbing implement or club. The word "firearm" includes any unloaded firearm and the unassembled components of a firearm.

1.10 CONTRABAND

- A. Contraband shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges. This may include, but is not limited to, cell phones and cameras. Contractor will check for an updated contraband list with local management prior to the beginning of the project.
- B. Contraband transferred by any means to confined persons is prohibited. A person commits a misdemeanor of the first degree if that person sells, gives or furnishes to any resident in a Youth Development Center, Mental Health Hospital, or State Center, or gives away or brings into any Youth Development Center, Mental Health Hospital, or State Center or any building appurtenant thereto, or on the land granted to or owned or leased by the Commonwealth for the use and benefit of the residents, or puts in a place where it may be secured by a resident or employee thereof, any kind of spirituous or fermented liquor, drug, medicine, poison, opium, morphine, or other kind of narcotics (except the ordinary hospital supply) without a written permit signed by a physician of such facility, specifying the quantity and quality of the liquor or narcotic which may be furnished to any resident or employee; the name of the resident or employee for whom it is prescribed; and the time when the same may be furnished, which permit shall be delivered to and kept by the superintendent of the facility.
- C. Money transferred directly to residents is prohibited. A person commits a misdemeanor of the third degree if that person gives or furnishes money to any resident of a Youth Development Center, Mental Health Hospital, or State Center, PROVIDED NOTICE OF THIS PROHIBITION IS ADEQUATELY POSTED AT THE FACILITY.

1.11 SEARCH

- A. Any person entering this facility is subject to a search of his or her person at any time. While the person may refuse, such refusal may be cause for denial of further entrance.

1.12 ORIENTATION PROGRAM

- A. The contractor must attend an orientation program covering security rules and regulations if required by the facility.
- B. If not required by the facility, the facility agrees to provide such an orientation program for covering security rules and regulations for the Contractors' personnel, if so requested.

1.13 EMPLOYEE CRIMINAL RECORD CHECK

- A. The Prime Contractor must obtain a criminal record check for all of its employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project. If the Contractor is not a PA resident, an FBI background check is required.

- B. The criminal record check must be requested from the Pennsylvania State Police by completing a 'REQUEST FOR CRIMINAL RECORD CHECK' FORM and submitting it to the Pennsylvania State Police.
- C. All Prime Contractors are responsible for the costs incurred with the record check including the \$8.00 processing fee for all of their employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project.
- D. The forms must be obtained directly from the Pennsylvania State Police.
- E. If the Criminal Record Check discloses a criminal record for a Contractor, Subcontractor or supplier employee, the Contractor shall not allow the employee access to the building, unless authorized by the Department.
- F. Contractors must submit the request for criminal record check to the Pennsylvania State Police with a copy to the Department not less than twenty-four (24) hours prior to individual starting work on the project.
- G. The Contractor shall provide each individual with a photo identification card or badge issued by the Contractor or Subcontractors. The identification card shall include the individual's name, address, telephone number, date of birth, driver's license number and date of issuance of the card.
- H. **CLARKS SUMMIT STATE HOSPITAL ONLY:** All Contractors are required a \$10.00 deposit for ID badges. Upon completion and return of badges (during normal working hours), deposit will be returned.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 016200HISTORICAL AND MUSEUM COMMISSION PROJECTS - SUPPLEMENTAL PROVISIONS

[Professional to insert this Section for Historical Preservation Projects; Review with PHMC Project Manager before editing to determine which portions are applicable to the specific Project]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections “General Conditions of the Construction Contract”, “Special Conditions”, and “Division 1 - General Requirements” form a part of this Section by this reference thereto, and have the same force and effect as if printed herewith in full.

1.2 WORK IN AND AROUND HISTORICAL SITE AND HISTORICAL BUILDINGS

- A. The Project site is an operating museum that accommodates tours of groups as well as individual visitors. In addition, The Project site and its various buildings may be recognized as one of the most highly visible and historically significant landmarks in the state, and they gain part of their cultural importance from the open spaces, the grounds, and the buildings. The Contractor will be expected to exercise a special degree of care and skill, and it must be sensitive to the problems associated with historical buildings, particularly those containing a public use. The Contractor is entrusted with a property, in some cases an irreplaceable landmark, the value of which is highly regarded by the citizens of the Commonwealth of Pennsylvania. Also, the Contractor shall ensure that its operations and the conduct of its employees are appropriate to the type of work done in a museum environment.
- B. The Contractor shall comply with the Secretary of the Interior’s Standards for the Treatment of Historic Properties, as applicable.
- C. The Contractor shall provide at least 48 hours notice prior to any excavation on the site. The Commission Archaeologist shall have the right to stop the work for a period of time, not to exceed 5 business days, to perform mitigation archaeology at no additional expense. See item 1.10.

1.3 REFERENCE

- A. The Secretary of the Interior’s Standards for Historical Preservation Projects, by reference, shall become part of this specification. <https://www.nps.gov/tps/standards/four-treatments/standguide/index.htm>
- B. "Commission" refers to the Pennsylvania Historical and Museum Commission.

1.4 DAMAGE REPAIR

- A. Repair, at no cost to the Commission or the Department, any areas of existing buildings, contents, landscaping, paving or other site features damaged during the work, to the satisfaction of the Commission's Project Manager and the Department. These buildings contain important historical collections and/or finishes. If damage occurs to these collections and/or finishes as a result of the work, the Contractor shall hire a Conservator, from a list supplied by the Commission, to assess the damage and recommend conservation measures required, at no expense to the Commission or the Department. Upon acceptance by the Commission and the Department of the Conservator's Assessment Report, the Contractor shall arrange for the Conservator to perform those conservation measures on the damaged objects and/or finishes at no additional cost to the Commission or Department.

1.5 SYSTEMS INSTALLATION

- A. The Contractor shall review his procedures for systems installation prior to beginning any work at the site or in specific building areas to the approval of the Department and the Commission representative.

1.6 SALVAGE

- A. No existing material shall be disposed of without the approval of the Commission's Project Manager. Do not reuse materials scheduled to be removed from the site, except as specifically identified or allowed by the Drawings and Specifications, or as directed by the Commission's Project Manager. Store materials designated by the Commission's Project Manager for salvage by the Commission at a location on site designated by the Commission's Project Manager.

1.7 IDENTIFICATION OF HISTORICAL ELEMENTS

[This section shall be edited by the Professional in conjunction with PHMC to suit the Project]

- A. Replacement timbers and elements shown on the drawings shall be tagged and dated in strict accordance with the technical portions of these specifications.

1.8 PRECAUTIONS FOR FURNISHINGS

[Retain highlighted text for most jobs. Delete highlighted text if the Contractor is responsible for moving or relocating furniture, collections, artifacts, draperies, exhibit materials, fixtures, etc.]

- A. The Contractor is advised that all furnishings contained in museum or historic buildings, such as furniture, collections, artifacts, draperies, exhibit materials, fixtures, etc., shall not be moved, relocated or otherwise affected by the Contractor or its workmen. **These procedures shall be effected and/or completed by the professional staff of the Commission.** The Contractor shall provide its plan and schedule of specific work areas at least five (5) days prior to the actual start of work. It shall be the Commission's responsibility to effect the moving or relocation of the subject items in the defined areas to allow the Contractor's procedure of work. Where removal of furnishings and/or other items noted herein is considered impracticable or a hardship, they shall remain in place or be confined to a specific area which would not impede the Contractor's work. The Contractor shall provide proper protective coverings and attachments for placement by the Commission staff, or the Commission and Department shall direct the Contractor to erect suitable barriers to protect the stored material. The Contractor shall inform its workers of their responsibility for observing and maintaining the complete protection of the stored material.

1.9 FIRE SAFETY PRECAUTIONS

- A. The entire job site is considered a non-smoking area and smoking and smoking paraphernalia are not permitted. The Contractors shall strictly prohibit all workers from smoking on the job site.
- B. Buildings not already containing an existing heat source that utilizes combustion, which are considered by the Commission to be historic, shall utilize electric resistance units supplied by the Contractor as a temporary heat source.
- C. Cutting with torches, welding equipment, or other heat generating equipment, tools, will not be permitted, unless specifically approved by the Commission's Project Manager. If such work is approved, a fire watch and fire extinguisher, with a worker trained in its operation, shall be present during the entire time of any "hot" work.

1.10 WORK PRIOR TO EXCAVATION

- A. If the Project documents show areas to be excavated in the proposed construction project, prior to the start of work, the Contractor shall be advised as to those specific areas determined to be "archaeologically sensitive", requiring archaeological monitoring by the Commission. Subject to further instruction from the commission's archaeological representative (Commission's Representative), the Contractor will generally be required to complete the excavation of these archaeologically sensitive areas in accordance with the following special procedures of contract excavations.
- B. All topsoil to be excavated shall be removed in four (4) inch layers, to a depth of twelve (12) inches.
 - 1. Each four (4) inch layer shall be removed over an extensive area of the excavation determined by the Commission's representative to allow the representative to evaluate the existence of archaeological remains and review for artifact remains present in each layer. The Commission's Representative will authorize excavation of the subsequent four (4) inch layer when the review and evaluations are completed to its satisfaction.
 - 2. Each subsequent four (4) inch layer shall be removed accordingly until the final depth of twelve (12) inches is achieved.
 - 3. The completed excavation to the twelve (12) inch depth shall be reviewed by the Commission's Representative, whose approval is necessary before additional excavation is begun.
- C. During removal, stockpile good topsoil at locations where directed for use in future finish grading or specified under "Lawn Work".
- D. Additional excavation below the twelve (12) inch level may be accomplished by standard methods, except in those areas designated as critical for archaeological finds. Those areas designated as critical by the Commission for possible archaeological remains shall be carefully excavated in four (4) inch layers, or less, to a depth where an evaluation of the subsurface remains can be made.

1.11 PHOTOGRAPHS

- A. In addition to the photographic requirements stated in the General Conditions, the following photographic requirements for the Commission shall be part of the work. Submit the required number of photographs per work day to document the following:
 - 1. The existing conditions before work begins. For exterior work, submit a minimum of one (1) photograph of each Elevation.
 - 2. Items uncovered, or exposed, particularly if they are unusual or of potential historical significance.
 - 3. The progress of the Project.
 - 4. Mechanics performing the work.
 - 5. Items as they are being closed up.
 - 6. The completed Project. For exterior work, submit a minimum of one photograph of each elevation.
- B. Provide digital photographs, two (2) color prints of each, matte finish, approximately 4" x 6" size, professionally printed on high quality photo paper.
 - 1. Identify photographs with date, time, direction, and Project Name/Number on the back of each print.
 - 2. Place all prints in archival sleeves, comparable to "Vue-All Photo Saver", product number 6028 (available at most photo stores). Place the dates the on the sleeves with a permanent marker.
 - 3. Submit a photo key for each set of photographs. The key should describe each view, the direction of the view, and the names of any individuals in the view.

4. Submit the two (2) sets of photo prints, two (2) copies of the photo key, and two (2) digital disks of photos to the PHMC Project Manager in a three-ring binder upon completion of the Project.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 016250PENNSYLVANIA STATE POLICE - SUPPLEMENTAL PROVISIONS

[Professional to insert this Section for Pennsylvania State Police projects; Review with Design Project Manager and PSP Project Manager before editing to determine which portions are applicable to the specific Project.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for disseminating to their employees the special restrictions on personal behavior and the procedures/potential penalties for violations.
- B. Identification tags or badges to be furnished by the facility must be worn and visible at all times while on facility property.
- C. Smoking is not permitted in any facility building.

1.3 VEHICLES

- A. Construction vehicles and employee's vehicles will be parked in an area designated by the Pennsylvania State Police (PSP) and locked at all times. The license numbers of vehicles to be left overnight will be reported to the security office at the facility on a daily basis by the Contractors.
- B. Vehicles may not be operated or parked on any lawn areas, unless otherwise permitted.

1.4 WORK AREAS

- A. All work areas are to be kept safe and orderly at all times.
- B. Flammable liquids are not to be stored inside occupied buildings.
- C. Do not compromise Life Safety Code requirements without prior written consent of the PSP, which will develop and implement alternate plans.
- D. Facility supplies are not to be utilized by Contractors, unless they are specifically spelled out in the Project Specifications.
- E. Contractors are to be aware of the locations of fire alarms, fire extinguishers and related equipment.

1.5 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on facility property nor left in any vehicle.

1.6 GAMBLING

- A. Gambling or wagering of any type is not permitted on facility property.

1.7 WEAPONS

- A. Weapons shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges.

1.8 CONTRABAND

- A. Contraband shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges.

1.9 SEARCH

- A. Any person entering this facility is subject to a search of his or her person at any time. While the person may refuse, such refusal may be cause for denial of further entrance.

1.10 ORIENTATION PROGRAM

- A. The facility may, at its option, provide an orientation program for covering security rules and regulations for the Contractors' personnel.

1.11 EMPLOYEE CRIMINAL RECORD CHECK & FACILITY ACCESS

- A. A criminal record check will be performed for all employees of all Prime Contractors, as well as the employees of sub-contractors, and vendors, who require access as part of this Project.
- B. PSP will perform a fingerprint-based Federal criminal background check for any contractor/vendor requiring unescorted access or for any individual employed by a technology vendor contracted to complete work on a PSP network system.
- C. Contractors/vendors who have not completed criminal background checks shall not be permitted access. The Contractor shall not allow any of its employees, subcontractor's employees, or vendors access until the applicable criminal records check has been completed. Failure to comply with the provisions of this paragraph may be considered grounds for termination of the contract for cause.
- D. If the criminal record check discloses a criminal record for a contractor, subcontractor, or vendor's employee, the Contractor shall not allow the employee access, unless authorized by the Pennsylvania State Police.
- E. The PSP shall bar access to any person, who:
 - 1. Has been convicted of or is under indictment for any felony under the laws of the Commonwealth of Pennsylvania, or an equivalent crime under the laws of another state or the United States.
 - 2. Has been convicted of or is under indictment for any misdemeanor under the laws of the Commonwealth of Pennsylvania, or an equivalent crime under the laws of another state or the United States, for which a sentence of incarceration of more than one year can be imposed.
 - 3. Has been convicted of any two misdemeanors under the laws of the Commonwealth of Pennsylvania, and/or equivalent crimes under the laws of another state or the United States, which occurred in separate incidents with the last ten years.
 - 4. Being an alien, is illegally or unlawfully in the United States.
- F. The PSP reserves the right to bar at its discretion any individual who has charges pending that originated with personnel stationed at the affected PSP facility.
- G. Following successful completion of a criminal records check, contractor/vendor employees performing work at a PSP facility shall check-in at the visitor or communications desk upon

arrival at the facility, and will be required to surrender their driver's license. A visitor ID card shall be issued and shall be displayed in conjunction with their contractor/vendor ID card. The visitor ID card shall be immediately returned by the contractor/vendor employee prior to departure from the facility.

- H. The officer-in-charge of the facility, or designee, shall determine the level of monitoring required, up to and including permanent escort, if necessary.
- I. Required criminal checks will be performed for the Contractors at the project site, **without charge**. Contractors must submit employee information and their request for criminal record checks to the Pennsylvania State Police, not less than forty-eight (48) hours prior to an individual requiring access.
- J. The attached Form SP-4-164 may be utilized by bidders to screen employees during the bidding period. Bidders are required to pay the fee for this criminal check. The type of check associated with this form is for criminal records within the Commonwealth of Pennsylvania. The record check performed for the successfully awarded Contractors at the project site will be a multi-state check.

1.12 PHOTO IDENTIFICATION CARD/SWIPE CARD

- A. At its option, the PSP may provide each individual with an identification card or badge. The identification card may include the individual's name, address, telephone number, date of birth, driver's license number and date of issuance of the card. If requested, each Prime contractor will be responsible for providing accurate employee information to the PSP. If necessary, **the PSP will take photographs.**

1.13 WORKING HOURS

- A. Regular hours of work are from 7:00 A.M. to 5:00 P.M. Monday through Friday. Prior permission will have to be granted by the PSP for working hours, time changes, and any Holidays or overtime to be worked.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester. *A response may take four weeks or longer.*

<https://epatch.state.pa.us>

NAME/ REQUESTER	
ADDRESS	
CITY/STATE/ ZIP CODE	

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NAME/SUBJECT OF RECORD CHECK (FIRST)		(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER		DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE

FEE FOR REQUESTS - \$10.00. NOTARIZED FEE REQUESTS - \$15.00.
*****MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA*****
◀◀◀◀CHECK BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶

☐ **INTERNATIONAL ADOPTION** - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$15.00 FOR REQUEST)

☐ ADOPTION (DOMESTIC)	☐ EMPLOYMENT/SCREENING	☐ PASSPORT
☐ ATTORNEY	☐ FOSTER CARE	☐ PRIVATE INVESTIGATIONS
☐ BANKING	☐ HEALTHCARE	☐ SOCIAL SERVICES
☐ BAR ASSOCIATION	☐ HOUSING	☐ TENANT CHECK
☐ CHURCH	☐ INSURANCE LICENSE	☐ VISA
☐ CHILD CARE	☐ MENTAL HEALTH	☐ VOLUNTEER AMBULANCE/FIREFIGHTER
☐ EDUCATION	☐ NURSE AID TRAINING	☐ VOLUNTEER
☐ ELDER CARE	☐ OTHER _____	
☐ EMERGENCY MANAGEMENT		

AVAILABLE ONLY TO SUBJECT OF RECORD OR LEGAL REPRESENTATIVE WITH LEGAL AFFIDAVIT AND REQUIRED COPY OF GOVERNMENT PHOTO ID ATTACHED FOR THE PURPOSE OF REVIEWING YOUR CRIMINAL HISTORY.

Homeland Security is Everyone's Responsibility - Pennsylvania Terrorism Tip Line 1-888-292-1919

SECTION 016300FLOOD PROTECTION PROJECTS – SUPPLEMENTAL PROVISIONS

[NOTE TO SPEC WRITER: DGS General Condition to the Construction Contract references were last checked against the 2014 Edition – June 2015 Update. Spec Writer to revise if a more recent version has been issued.]

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specifications sections " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 DEFINITIONS

- A. Whenever the term "Pennsylvania Department of Transportation Specifications, Publication 408" is used in these specifications, it shall mean the latest edition and change of those specifications issued prior to the release of this project for bidding.
- B. Whenever, documents are listed in the Applicable Publications subsection in the specifications, it shall mean the latest edition and change of those documents issued prior to the release of this project for bidding.
- C. DEP-BWEW: The Commonwealth employee of the Bureau of Waterways Engineering and Wetlands in the Department of Environmental Protection at the Central Office in Harrisburg, Pennsylvania. (We could define ourselves as the "Client Agency".) ***[Note to Spec Writer, delete this paragraph if DEP is the Professional.]***

1.3 SURVEYS AND LAYING OUT WORK

- A. Add the following to General Conditions Article 6.20 :
 - H. The Professional will provide a stationed baseline, centerline, or offset centerline for the entire length of the project. In addition, benchmarks for construction purposes will be located at intervals over the length of the project.
 - I. The Contractor shall fabricate for use by the Professional all stakes, targets and supports for establishing reference points and/or baselines, at no additional cost to the Department.
 - J. From the baseline or centerline and benchmarks established by the Professional, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the Specifications or on the Contract Drawings, subject to modifications as the Professional may require to meet changed conditions.
 - K. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the baseline and benchmark established by the Professional. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Professional until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, the expense of replacement may be deducted from any amounts due or to become due the Contractor. The Professional may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

L. The Professional may check the grade and alignment of concrete forms prior to the placement of concrete. It is the intention not to delay the work for the checking of lines or grades, but, if necessary, working operations shall be suspended for such reasonable time as the Professional may require for this purpose. No additional compensation shall be paid for the cost to the Contractor of any of the work or delay occasioned by checking lines and grades, by making other necessary measurement, or by inspection, but such costs, it is agreed, shall be included in the Contract cost. The Contractor shall keep the Professional informed a reasonable time in advance of the times and places at which he intends to work in order that necessary measurements for record and payment may be made with a minimum of inconvenience to the Professional or of delay to the Contractor.

1.4 PERMITS

- A. Refer to General Conditions Article 6.18. The following State and Federal permits have been obtained by the Professional and are included in this Project Manual at the end of the General Requirements:

[NOTE TO SPEC WRITER: REVISE PER YOUR PERMITS]

- (1) Chapter 105 Water Obstruction and Encroachment Permit (Pennsylvania Department of Environmental Protection)
 - (2) Section 404 of the Clean Waters Act, Department of the Army Permit
 - (3) Pennsylvania Department of Transportation Highway Occupancy Permit
- B. The Contractor shall sign the "Acknowledgement of Appraisal of Requirements of Permit" form for the Water Obstruction and Encroachment Permit and return it to the DEP Regional Office. This form is located at the end of the permit.
- C. If any state or federal permits expire during construction, the Professional will obtain permit extensions.
- D. Any municipal permit(s) that may be required for construction will be obtained by the Sponsor, at no cost to the Department or the Contractor.

1.5 INDEMNIFICATION

- A. Add the following to General Conditions Article 10.22:

10.22.1- The work in every respect, from the execution of the Contract and during its progress until final acceptance, shall be under the charge and in the care of the Contractor and at his risk. The foregoing sentence is intended to include risks of every kind and description, including fire and flood risks. The Contractor shall properly safeguard against any or all injury or damage to the public, or to property of any kind, and shall alone be responsible for any such damage or injury.

10.22.2- The Department and the Contractor agree that if the work is damaged by natural disaster and said damaged work is eligible for disaster assistance by Federal, State, or other source, the Department and Contractor will pursue said assistance and the Contractor will be relieved from his obligation under this paragraph insofar as said assistance is actually received.

1.6 TESTS

- A. Add the following paragraph to the end of General Conditions Article 6.33:
- J. Where required in the Specifications or on the Drawings, tests that are to be performed at the expense of the Contractor shall be conducted by a material supplier or by an independent testing laboratory, either or both of which shall be subject to the approval of the Professional.

One (1) PDF copy of all test results shall be submitted to the Department and one (1) PDF copy shall be submitted to the Professional ***[DELETE last phrase if DEP and the Professional are one in the same]***. The Professional reserves the right to perform additional tests at its own expense and to use such tests as a basis of approval or rejection regardless of previous decisions.

1.7 MOBILIZATION AND DEMOBILIZATION

- A. Add the following paragraph to the end of General Conditions Article 6.9 :

Mobilization consists of all work required to move all required plant, equipment, supplies and personnel onto the site; the complete assembly in satisfactory working order of all such plant and equipment on the site; and the satisfactory storage of all such materials and supplies at the site. Demobilization consists of the removal from the site of all plant and equipment after completion of the work and cleanup of the site. Payment will be made at the lump sum cost bid for "Mobilization and Demobilization", following complete demobilization as specified above and a site inspection by the Department.

1.8 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor's Certificate of Insurance for Workmen's Compensation shall contain the following statement: "All workers performing demolition work under this Contract are covered under the classification for demolition workers."

1.9 WORK COVERED CONTRARY TO REQUEST

- A. Replace General Conditions Article 12.1 to read as follows:

Any item of work which will be covered or made inaccessible by subsequent work shall first be checked by the Professional. If the Contractor covers or makes inaccessible any unchecked work, the Department may direct the Contractor to uncover or remove subsequent construction to permit a check of the unchecked work and the costs of uncovering or removing subsequent work and replacement of same will be at the Contractor's expense with no Extension of Time.

1.10 UNCOVERING OF WORK

- A. Delete General Conditions Article 12.2, Uncovering of Work.

1.11 PHOTOGRAPHS

- A. Each month, the Contractor, at its own cost, shall furnish photographs of at least 2 views of the project showing the progress of work. These photos shall be digital files submitted monthly to the Professional via email. The digital photographs shall be of sufficient size to print 8-inch X 10-inch color prints on photographic paper with a continuous tone image from a photographic processing lab (minimum pixel size of 2240 x 1680 or 4 megapixel). The project number, date of photo, and a simple description of the view shall be superimposed in one corner on the front of each photo.
- B. After final inspection, the Contractor, at its own cost, shall furnish a minimum of four (4) low-level aerial color photographs showing the completed project in different views. These photos shall be digital files submitted to the Professional via email. The digital photographs shall be of sufficient size to print 11-inch X 14-inch color prints on photographic paper with a continuous tone image from a photographic processing lab (minimum pixel size of 3032 x 2008 or 6 megapixel). The project number, date of photo, and a simple description of the view shall be superimposed in one corner on the front of each photo.

[NOTE TO SPEC WRITER: If the project is large, increase quantity of aerial photos, roughly the same number as plan sheets.]

- C. After completion of punch list items, the Contractor, at its own cost, shall furnish a minimum of ten (10) photographs taken at various locations along the project. Photographs shall conform to the same requirements as Paragraph A above.
- D. After completion of the post punch list photos, the contractor shall furnish two (2) sets of compact discs to the Department of Environmental Protection with copies of all photos submitted.

[NOTE TO SPEC WRITER: If the project is Consultant Design, increase quantity of cd's by one, so that the consulting firm has a copy for their records.]

1.12 RIGHT-OF-WAY AND LIMIT OF CONTRACT

- A. Replace General Conditions Article 19.7 to read as follows:

Contract Limits and Work Beyond Limit of Contract. For the purposes of performing the Work, the site (Contract Limits) is designated as the outermost easement line on the Drawings (Limit of Contract lines). Additional space necessary for the Contractor's use (storage of materials, etc.) shall be obtained by the Contractor at its own cost. The Contractor is responsible for any work performed beyond the Contract Limits.

- B. The Department will furnish to the Contractor all rights-of-way that, in its opinion, are sufficient for the Contractor to access the work site, stage its operations, and perform the work. At its own cost, the Contractor may obtain any additional temporary easements that it feels it needs to do the work. Prior to entering upon such additional lands, the Contractor shall provide the Department with copies of the acquisition documents for the temporary easements it obtains.
- C. The Contractor shall be liable for trespassing or injury to private property and shall conduct its work in accordance with any laws and regulations relating thereto.
- D. The Drawings show the limits of permanent easement and temporary easement. Any structures within the permanent easement limits that interfere with the permanent features of the work are to be removed by the Contractor upon approval of the Department unless designated otherwise on the Drawings. The method of removal and/or disposal shall be approved by the Department. The temporary easement is for use, as needed, by the Contractor. No buildings, structures, driveways, sidewalks or ornamental vegetation in this area shall be removed or damaged in any way except by written direction of the Department or with the written approval of the property owner. The Contractor shall be liable for any property or other damages resulting from its operations, whether or not they occur in the working area. All lands must be restored to as good as or better than their original condition and left in a sightly state.
- E. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass within the temporary easement lines which do not interfere with the construction as may be determined by the Department. No trees or shrubs shall be removed without the consent of the Department. The Contractor shall be liable for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

1.13 SCAFFOLDING

- A. Each Contractor shall furnish at its own cost, all scaffolding, trestles, ladders and platforms, and all other equipment that is required for the execution of the work under its own contract. All scaffolding must meet the standards set forth in the Construction Industry Standards,

OSHA 2207, of the Occupational Safety and Health Administration, U.S. Department of Labor.

1.14 TEMPORARY SERVICES DURING CONSTRUCTION

- A. The Contractor shall, at its own cost, install, operate, protect, and maintain such temporary services that are required by it to properly perform its work. These temporary services shall include water supply, electric light and power, heat, hoists, sanitary facilities, offices, access roads, ramps, and any other services which are necessary for proper execution of the work, regardless of whether or not they are stipulated in the General Conditions, Special Requirements, and/or the Specifications.
- B. Any and all costs of temporary services shall be borne by the Contractor. Arrangements for such temporary services must be made by the Contractor.
- C. Temporary connections shall be made in accordance with any and all regulations- Municipal, County, State, Federal, or other and with full knowledge and cooperation of utility companies or other organizations or individuals having any interest in the use of temporary services.
- D. If the Contractor fails to carry out its responsibility in supplying temporary services as required for satisfactory completion of the work set forth in this Contract, it will be held responsible for such failure, and the Department shall have the right to take such action as it deems proper for the protection and conduct of the work and shall deduct the cost involved from the amount due the Contractor.

1.15 PROTECTION OF EXISTING STRUCTURES

- A. The Contractor shall carefully protect from injury any existing improvements, property or structures that may be liable to injury by the work covered by the Contract, except insofar as work of the Contract requires their modification or removal. The Contractor shall take all precautions necessary for such protection and shall be fully responsible for and shall make good any injury to such works, property, or structures that may occur by reason of its operations.
- B. With the exception of those items listed in the Contractor Adjustment tables on the Drawings, all costs for the protection of existing structures shall be incidental to the performance of this Contract.

1.16 MAINTENANCE OF COMPLETED WORK

- A. The Contractor shall maintain all completed work for the duration of the Contract. This shall include any necessary repairs to structures, the removal of accumulations of silt or debris from the work and the reshaping and reseedling of disturbed project areas. The completed work shall be in accordance with the Contract Plans and Specifications when the work is finally accepted by the Department.

1.17 SOIL EROSION AND SEDIMENTATION CONTROL DURING THE CONSTRUCTION PERIOD

- A. The Contractor's attention is directed to the Clean Streams Law on the list of State Laws in Article A.39 of the Instructions to Bidders. These General Requirements require strict compliance with the Clean Streams Law Act of June 22, 1937, P.L. 1987 as amended and the regulations promulgated thereunder. Special attention is directed to Chapter 102 of the regulations which require the control of accelerated erosion and resulting sedimentation of the waters of the Commonwealth.
- B. The Pennsylvania Department of Environmental Protection (DEP) has issued a Water Obstruction and Encroachment Permit for construction of the project. A detailed erosion and sediment control (E&S) plan is described below. The Contractor shall expand on the detailed

E&S plan, according to his/her intended means and methods, and submit a final E&S plan for review and approval.

No earthmoving activity may begin until the Contractor receives written approval of its Final Erosion and Sedimentation Control Plan and Schedule of Implementation from the DEP Bureau of Waterways Engineering and Wetlands.

The final erosion and sedimentation control plan shall include:

1. Specific dimensions and/or descriptions of Best Management Practices (BMPs) proposed beyond those shown on Drawing ES-1 through ES-__.
 2. An Implementation Schedule for BMP installation and removal, corresponding to the overall construction schedule and stream diversion and dewatering plan(s).
- C. The Contractor shall comply with the current version of the "Erosion and Sediment Pollution Control Program Manual", published by the DEP Bureau of Waterways Engineering and Wetlands. The manual is available at County Conservation District offices. The Contractor may submit alternate erosion and sedimentation BMPs for consideration.
- D. The E&S Plan shall be prepared by a person trained and experienced in erosion and sediment control methods and techniques. The seal of a qualified professional (Engineer, Land Surveyor, Professional Geologist or Landscape Architect) is required on erosion and sedimentation control plans for structural engineered BMP calculations and specifications. The plan shall include details and descriptions of all erosion control measures for disturbed lands, stream banks, storm inlets, borrow and spoil areas, and dewatering operations. The schedule shall include installation and removal of the temporary control features, and construction of the permanent works. Dates of start-of-phases, end-of-phases, and shutdowns must be included. If foul weather, labor strikes, material delivery delays, or other reasons render the approved schedule obsolete, the Contractor must submit a revised schedule for review and approval. No additional compensation will be made for preparing the final plan and schedule or for obtaining DEP approval. No extension to the proposed date-of-completion will be granted for delays resulting from the process. A copy of the final plan will be kept at the DEP Bureau of Waterways Engineering and Wetlands office in Harrisburg for information relative to the Water Obstruction and Encroachment Permit.
- E. The Bureau of Waterways Engineering and Wetlands will consult with the Conservation District during the review process. The Contractor shall allow seven (7) days for review and comment of the initial submissions. If the initial submission is deemed inadequate by Bureau of Waterways Engineering and Wetlands, the Contractor shall resubmit a revised E&S plan to address any deficiencies. The Contractor shall allow seven (7) days for review and comment of each resubmission necessary to obtain E&S plan approval from the Bureau of Waterways Engineering and Wetlands. No Extension of Time to the proposed date-of-completion will be granted for the time required to review the E&S plan or any necessary resubmittal(s).
- F. A copy of the approved final E&S Plan must be kept on site. Proper implementation of the approved E&S plan is the responsibility of the Contractor. The DEP Bureau of Waterways Engineering and Wetlands has final approval of the adequacy of the E&S plan, however, this approval does not relieve the Contractor of his/her responsibilities, as a co-permitee, to control erosion and sedimentation resulting from construction activities. Lack of demonstrated success in controlling erosion and sedimentation will indicate the need for E&S plan modification.
- G. The implementation schedule shall indicate the sequence of installation and removal of the BMPs in relation to the construction of the permanent works. The overall project schedule (GR 01310) can satisfy the implementation schedule requirement, provided sufficient detail is included. Dates of start-of-phases, end-of-phases, and shutdowns must be included. If foul weather, labor strikes, material delivery delays, or other reasons render the approved schedule obsolete, the Contractor must submit a revised schedule for review and approval.

- H. The Proposed Erosion and Sediment Control Plan is described below and shown on Drawing Nos. ES-1 through ES-##_.
1. The Limit of Disturbance approved under the Water Obstruction and Encroachment Permit is the outermost temporary or permanent easement lines or contractor work area limits shown on the drawings. If the contractor intends to perform work beyond these limits, or stage materials that will create additional earth disturbances, he/she shall apply for an Amendment to the Water Obstruction and Encroachment Permit to reflect any increase in the Limit of Disturbance.
 2. Temporary E&S controls shall be maintained throughout the duration of construction. E&S controls shall be in place before the removal of any existing vegetation and shall be repaired, replaced, or removed as necessary and/or as directed by the Professional. Accumulated sediments behind control measures shall be removed periodically to maintain the effectiveness of the measures and shall be disposed of in the approved offsite spoil area. At no time shall the depth of accumulated sediment behind the rock dam or filter fence be allowed to exceed one-half the height of the control structure.
 3. If work is halted for more than 4 days, on any segment of the project, the Contractor shall protect the exposed areas against erosion using temporary seeding as described in Section 32 of the Technical Specifications, or by other approved methods.
 4. The Contractor shall install perimeter E&S controls around all disturbed areas where surface runoff will leave the work site and flow onto adjacent areas. Divert runoff by means of drainage ditches, longitudinal mounds or other measures, unless the area is a depression from which no runoff will escape.
 5. Considering anticipated runoff volume, ground surface slope and soil characteristics, utilize diversion and protection measures (such as seeding, sodding, jute matting, riprap, etc.) that will minimize velocities and soil erosion. At diversion outlets, install measures that will dissipate the energy of the water outflow and spread it out over as broad an area as is practical.
 6. The Contractor will be responsible for the proper removal and disposal of excess topsoil and fill material from the site at any time. The receiving site, if outside the contract limits shown on the drawings, must have an erosion and sedimentation control plan that meets the conditions of Chapter 102 and is approved by the county conservation district prior to the placement of any fill. In addition, the receiving site may require an NPDES permit from the DEP regional office. The Contractor is responsible for following the DEP Management of Fill policy. Copies of all required property releases and permits must be provided to the Department for all off-site spoil and borrow areas. Spoil areas cannot be located on wetlands, within flood plains, or on lands where the surface slope exceeds 10 percent. Spoil areas shall be left in an uneven condition with mounds and depressions that will pond water and minimize runoff from the area. Borrow areas shall be graded to insure free drainage of water from the area without accelerated erosion. When no more material will be removed from the borrow area, the Contractor shall bury wasted materials, grade the area, replace the topsoil (if applicable), and seed the area in accordance with Section 32 of the Technical Specifications, unless requested otherwise by the landowner.
 7. The Contractor shall finish the spoil and borrow areas in such a manner that will prevent soil erosion. Upon completion of operations, spoil and borrow areas shall be graded and seeded. Spoil and borrow areas shall be seeded in accordance with Section 32 of the Technical Specifications, unless an alternate seed mixture is requested by the property owner and approved by Bureau of Waterways Engineering and Wetlands.

8. The Contractor shall obtain the Department's approval before constructing temporary access roads. Exposed areas adjacent to these roads shall be seeded, runoff across the roads shall be controlled by longitudinal and transverse drainage, and erodible road surfaces shall be stabilized with coarse aggregate or crushed rock.
 9. Upon completion of any segment of construction, the Contractor shall immediately apply permanent seeding as described in Section 32 of the Technical Specifications, or otherwise stabilize the completed segment. The Contractor may perform temporary seeding operations to maintain finished graded areas until the optimum time arrives to perform permanent seeding operations.
 10. Temporary E&S measures shall remain in place until a minimum 70% permanent grass cover has been established for each segment of construction. Final payment for Erosion and Sedimentation Control will be withheld until all temporary E&S controls are removed from the completed project.
- I. **Failure to implement and maintain adequate soil erosion and sediment control measures can result in an enforcement action, ultimately requiring a shut down of work. No extension of contract time or additional compensation will be granted if such a shutdown occurs as a result of an act of negligence of the Contractor.**
 - J. Payment for the implementation of the Erosion and Sediment Control Plan will be made at the appropriate lump sum cost bid. The cost shall include all costs of labor, materials, and equipment necessary to perform all the work described in this section, as well as all costs of preparing the required plans and obtaining additional permits and property releases. No additional measurement or payment will be made for adjustments to the detailed E&S plan required.

1.18 PREPAREDNESS, PREVENTION AND CONTINGENCY PLAN

- A. A Preparedness, Prevention and Contingency (PPC) Plan is required if fuels, lubricants, fertilizers, chemicals, solvents, hazardous wastes or any materials with the potential for causing accidental pollution of air, land or water are stored or utilized on site.
- B. The Contractor shall develop the PPC Plan to ensure that (BMPs) have been developed and implemented at the construction site to control potential discharges of pollutants into streams. The Contractor shall comply with the "Guidelines for the Development and Implementation of Environmental Emergency Response Plans, Document Id: 400-2200-001", in preparing and implementing its PPC Plan. The document is available at DEP Regional offices and on-line at the DEP web site.

1.19 PAYMENT FOR GENERAL REQUIREMENTS

- A. Work that is involved in or incidental to the general and specific requirements contained in the "Instructions to Bidders", "General Conditions", "General Requirements", and "Technical Specifications" may not be assignable in whole or in part to any particular item of payment but is considered to be part of the entire work. Payment for work under such general and specific requirements shall be considered a subsidiary part of the project requirements and shall be included proportionally in all items of payment contained in the "Unit Costs" schedule of the Proposal form. The work referred to includes such items as obtaining, caring for, packaging, transporting, and delivering samples; implementation of antipollution measures; access roads; Contractor's office; temporary buildings; temporary wiring, heating and air conditioning, waterlines, water and sanitary facilities; telephone charges; overhead; insurance; permits; licenses; and any and every cost or charge necessary and incidental to the proposed work.

1.20 EXISTING UTILITIES

- A. Refer to General Conditions Articles 6.22, 6.23 and 6.24. With the exception of those items listed in the Contractor Adjustments tables on the Drawings, all costs for preventing injury or damage to existing utilities and all costs of injury or damages to existing utilities shall be incidental to the performance of this contract.
- B. Underground utility relocations may be performed while the Contractor is working in the area. The Contractor shall cooperate with the local authorities and the utility companies in the relocation of their lines during construction of this project. No separate payment will be made by the Department to the Contractor for any work done by the Contractor and/or delays in the construction of the project due to the Contractor's cooperation with the local authorities and utility companies.

1.21 DETERMINATION OF QUANTITIES

- A. The estimated quantities of work to be done and equipment to be furnished under these Contract Documents, as shown on the Proposal and in the Contract, are approximate and are given only as a basis of calculation upon which the bids will be compared. The Department does not assume any responsibility that the quantities set forth shall be realized strictly in the work, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character of the work, location, or other conditions pertaining thereto. The Department reserves the right to increase or decrease any or all of the above mentioned quantities of work, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit costs bid. Payment will be based on actual quantities performed by the Contractor and approved by the Department.
- B. The Professional shall make all measurements and determine all quantities and amounts of work done and/or materials furnished under this Contract. Existing conditions for payment purposes will be determined from a survey conducted by the Professional. Cross sections plotted by the Professional from information obtained in this survey will be used in the computation of quantities. No adjustments will be made in the unit costs bid or in the lump sum bid, as the case may be, because of increase or decrease in the actual quantities.

1.22 MODIFICATION OF METHODS AND EQUIPMENT

- A. Except where otherwise directly specified in the Contract, the Contractor shall design, lay out and be responsible for the methods and equipment used in fulfilling the Contract; but such methods and equipment, when required, shall have the approval of the Professional.
- B. If, at any time, the Contractor's methods or equipment appear to the Department or the Professional to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of work, or the rate of progress required, the Department may order the Contractor to increase their safety and efficiency, and the Contractor shall comply with such orders. If, at any time, the Contractor's working force, in the opinion of the Department, shall be inadequate for securing the necessary progress as herein stipulated, the Contractor shall, if so directed, increase the force or equipment to such an extent as to give reasonable assurance of compliance with the schedule of progress; but the failure of the Department to make such demand shall not relieve the Contractor of his obligation to secure the quality, the safe conduct of the work, and the rate of progress required by the Contract, and the Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods. All directives issued to comply with this section shall be accomplished without any additional cost to the Department.

1.23 SPONSOR ADJUSTMENTS

[NOTE TO SPEC WRITER: Edit section for actual sponsor adjustments completed/needed.]

- A. The Contractor shall cooperate fully with the Sponsor and/or utility owners and coordinate his construction activities with the Sponsor and/or the utility owners so that the adjustments are completed in a timely manner.
- B. The Sponsor, by signing the Sponsorship Agreement, is obligated to complete all negotiations, necessary transactions and proceedings for the alterations and/or removals listed on the Drawings in the tables headed "Sponsor Adjustments", including any similar items discovered during construction. All costs and damages involved in such alterations and/or removals shall be paid for by the Sponsor. The Sponsor for this Project is the _____.
- C. Most of the underground facilities, such as water lines and sanitary sewers, that require adjustment, have already been completed. Other relocations of water lines and sanitary sewers may be completed at the same time that the Contractor is working in those respective locations.
- D. All other adjustments and/or removals, where practical, will be completed prior to the Contractor's work in those respective locations. If the Sponsor's failure to make any adjustment causes the proposed construction in that respective location to be rescheduled, the Department has the right to make the adjustment and invoice the Sponsor for the costs of the adjustment.
- E. At the second construction job conference, the Contractor shall provide the Sponsor and the Department with a written schedule of the proposed dates of work at the locations of each known Sponsor Adjustment as listed on the drawings. The Contractor shall request that the Sponsor determine the amount of notice required to arrange for each adjustment and the amount of construction time required to accomplish each adjustment. The Contractor shall promptly provide written notification to the Sponsor and the Department of any changes in this schedule. It shall be the sole responsibility of the Contractor to provide sufficient written notice to the Sponsor and the Department so that each adjustment can be accomplished without causing delay or inefficiency in the construction of this Contract. Once such written notification has been given, the Contractor shall maintain frequent communication with the Sponsor so as to keep fully informed of the status of all adjustments and assure completion of each adjustment in a timely manner.
- F. The Department will make no separate payment to the Contractor for any work done by the Contractor on Sponsor Adjustments, unless the Contractor has been directed to do so by the Department.
- G. The Department will make no separate payment to the Contractor for delays in the construction of this Contract due to the Contractor's failure to schedule adjustments with the Sponsor. Failure to properly schedule adjustments with the Sponsor shall not be the basis for any claim against the Department.
- H. The Department will make no separate payment to the Contractor for delays in the construction of this Contract due to Sponsor Adjustment items discovered during construction of this Contract.

1.24 SECURING BORROW AND/OR SPOIL AREAS

- A. The Contractor will be required to obtain borrow and/or spoil areas at its own cost and shall make its own arrangements for the borrowing and/or disposal of materials, being solely responsible for all costs thereof. Spoil areas shall not be located on wetlands, flood plains or on land with a slope exceeding 10 percent. Location(s) of borrow and/or spoil areas shall be

subject to the approval of the Department and the Professional. The Contractor shall obtain release(s) from the landowner(s) granting permission to borrow and/or spoil, and shall comply with the applicable provisions of the "Soil Erosion and Sedimentation Control During the Construction Period" and "Environmental Quality Control" sections of these General Requirements.

- B. Spoil areas outside the contract limits shown on the drawings, must have an Erosion and Sedimentation Control Plan that meets the conditions of Chapter 102 and is approved by the county conservation district prior to the placement of any fill. In addition, the receiving site may require an NPDES permit from the DEP regional office.
- C. Location(s) of borrow and/or spoil areas within the limits of work shown on the drawings shall be subject to the approval of the Department of Environmental Protection - Bureau of Waterways Engineering and Wetlands. Materials disposed of in spoil areas shall be placed to the lines and grades approved by the Professional, and the surfaces shall be left in a neat and sightly condition and sloped to provide adequate drainage. The Contractor shall smooth grade and seed the completed area, but no compaction will be required.
- D. The Contractor shall obtain release(s) from the landowner(s) granting permission to borrow and/or spoil, and shall comply with the applicable provisions of the "Soil Erosion and Sedimentation Control During the Construction Period" and "Environmental Quality Control" sections of these General Requirements and the DEP Management of Fill policy. A copy of the release(s) and the Soil Erosion and Sedimentation Control Plan approved by the appropriate regulatory authority shall be furnished to the Department.
- E. Borrow areas shall be cleared, grubbed, and stripped of surface materials not satisfactory for the intended purposes. Stripped topsoil shall be stockpiled and reserved for topsoiling the borrow area when excavation operations are completed. Unsatisfactory materials encountered in the borrow area shall be placed in worked out areas of the borrow area and subsequently buried, graded, topsoiled, and seeded.
- F. Materials disposed of in spoil areas shall be placed to the lines and grades approved by the Professional, and the surfaces shall be left in a neat and sightly condition and sloped to provide adequate drainage. The Contractor shall smooth grade and seed the completed area, but no compaction will be required.
- G. No direct payment will be made for obtaining borrow and/or spoil areas, borrow excavation and/or hauling borrow material, clearing, grubbing, spoiling, grading, seeding, obtaining permit approvals for borrow and/or spoil areas beyond work limits shown on the drawings, materials testing required by disposal facilities beyond the work limits shown on the drawings and other work in the borrow and/or spoil areas, and the costs of such shall be considered incidental to payments for the applicable excavation(s) and/or placement item(s).

1.25 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The Contractor shall provide, install and maintain all necessary equipment, including warning signs and traffic control devices as shown on the Traffic Control Plan, Drawings No. TC-1 through TC-##, for the maintenance and protection of traffic during construction. If the Contractor wishes to use alternate measures, it must prepare an alternate traffic control plan and submit the plan and detailed cost for its implementation to the Department. The alternate traffic control plan must conform with the requirements of Subchapter B of 67 Pa. Code 203. It is required that an approved plan be available at the construction site at all times. Approval of the plan and/or implementing the measures shown thereon shall not relieve the Contractor of any responsibility to avoid possible personal injury and property damage. All materials, equipment and construction procedures shall conform to the applicable provisions of Section 901 of the Pennsylvania Department of Transportation Specifications, Publication 408.

- B. The Contractor shall be responsible for the maintenance and/or repair of streets and public thoroughfares throughout the work site if damaged by the Contractor during the term of contract under the definition of use indicated above. The Contractor shall also be responsible for the maintenance and/or repair of streets and public thoroughfares outside the work area used by its vehicles during the progress of the work to the extent of cleaning up any materials spilled from or otherwise distributed by its vehicles and restoring said streets and rights-of-way to their original condition if damaged by the Contractor. The cost and expense incidental to the fulfillment of this paragraph shall be borne by the Contractor and should it create any public nuisance, in the opinion of the Department, by its failure to comply with the requirements of this paragraph, then the Department, upon written notice to the Contractor, may request the appropriate public authority where the nuisance occurs to correct the damage, and the cost of this work shall be deducted from any amounts due, or to become due, the Contractor under the terms of this Contract.
- C. The Contractor shall at all times provide adequate safety measures at the site to avoid personal injury and property damage. Adequate passage for pedestrians and access to properties shall be maintained, as required, throughout the work site.
- D. Payment will be made at the lump sum cost bid, which cost and payment shall constitute full compensation for this work. This includes cost of furnishing, placing, maintaining and removal of signs, barricades, flashers, flagmen, etc., as required to maintain and protect traffic satisfactorily during construction. No additional payment will be made for the preparation and implementation of an alternate traffic control plan. If the implementation of the alternate traffic control plan is a savings to the Contractor, those savings shall be passed along to the Commonwealth. **[NOTE TO SPEC WRITER: DGS suggests this paragraph be deleted for a lump sum contract.]**

1.26 EXCAVATION

- A. Delete General Conditions Article 11.5, which is replaced by Technical Specification Section 10.

1.27 WORK IN VICINITY OF RAILROADS

- A. **[ADD AS NEEDED. REVISE PER YOUR PROJECT CONDITIONS]**

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 016350DEPARTMENT OF MILITARY & VETERANS AFFAIRS (BVH) – SUPPLEMENTAL PROVISIONS

[Professional to insert this Section for Department of Military and Veterans Affairs, Bureau of Veterans' Homes Projects; Review with Design Project Manager before using.]

PART 1 – GENERAL

1.1 STIPULATIONS

- A. The specifications sections "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for informing their employees of the special restrictions on personal behavior and the procedures/potential penalties for violations.
- B. Identification tags or badges to be furnished by the Institution Manager must be worn at all times while on facility property.
- C. Smoking is not permitted in any facility building.

1.3 WORKING HOURS

- A. Refer to Specification Section 010400 – Coordination and Control for working hours. Any extension outside of these hours must be accomplished in accordance with the General Conditions and with the consent of both the Department and Institution Manager.

1.4 VEHICLES

- A. Construction vehicles, as well as employees' vehicles, will be parked in an area designated by Institution and Department and locked at all times. If any vehicles are to be left overnight, the license number or numbers of vehicles must be reported to the Institution Manager on a daily basis.

1.5 TOOLS

- A. Tools shall be kept in a secure (locked) area when not in use and inventoried on a daily basis to ensure complete and total accountability. While the tools are being used, they shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from Institutional property.

1.6 FRATERNIZATION

- A. There shall be no fraternization or private relationships of Contractors' employees with residents and Institution Staff. This includes, but is not limited to, trading, bartering or receiving gifts, money, favors from the residents, or the residents' friends, relatives or representatives.

1.7 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on Institutional property nor left in any vehicle.

1.8 ORIENTATION PROGRAM

- A. The Institution agrees to provide an orientation program for covering security rules and regulations for the Contractors' personnel, with respect to residents' safety and elopements.

- B. The contractor's personnel must attend a security orientation program prior to commencement of on-site work. No personnel of the contractor will be permitted to begin work on Institutional grounds without first attending the security orientation program. The contractor must schedule the orientation with the Institution, and budget his time accordingly. The Institution requires at least 10 days' notice for this activity and it will need to be a day that fits the Institution's schedule.
- C. Any contractor and their personnel exhibiting signs of illness that could be contagious to the residents must notify the Medical Director and Director of Nursing at the facility and follow their clinical recommendations including, but not limited to wearing a mask, avoidance of entry, etc.

1.9 SECURITY CLEARANCE CHECK

- A. The Prime Contractor must obtain a criminal record check for all of its employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project.
- B. The criminal record check must be requested from the Pennsylvania State Police by completing a 'REQUEST FOR CRIMINAL RECORD CHECK' FORM and submitting it to the Pennsylvania State Police.
- C. All Prime Contractors are responsible for the costs incurred with the record check including the processing fee for all of their employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project.
- D. If a Contractor has not been a resident of the Commonwealth of Pennsylvania for the entire two-years (without interruption) immediately preceding the date of application for employment or currently lives out-of-state, in addition to the Pennsylvania State Police Criminal History Record Check, the Contractor will also need to obtain a Department of Aging FBI Criminal History Record Check. For more information, please visit www.pa.cogentid.com.
- E. If the Criminal Record Check discloses a criminal record for a Contractor, Subcontractor or supplier employee, the Contractor shall not allow the employee access to the building, unless authorized by the Department.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 016400CAPITOL COMPLEX SECURITY PROGRAM AND CONTRACTOR REQUIREMENTS

[This section is for use only on DGS Projects in the Capitol Complex and other state office buildings; Review with the Design Project Manager before using.]

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specifications sections " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 DGS SECURITY PROGRAM FOR THE CAPITOL COMPLEX

- A. Purpose: The purpose of the security program is to establish policy and procedures for contractor access to the Capitol Complex and other state office buildings. The policy and procedures outlined in this directive will enable contractors to gain safe access to buildings identified in the contract documents.
- B. Scope: This security program applies to all Commonwealth employees and contracted personnel under the Governor's jurisdiction and those employed by independent agencies as well as other individuals and organizations with offices or work locations in the Capitol Complex and other state office buildings.

- C. Definitions: For purposes of this security program, the following words and phrases shall be defined as:

Biometric Reader: A device that reads the electronic encryption on an access card and makes an automatic non-invasive assessment of a unique body feature whereby access control systems may be activated.

Building Maintenance Spaces: Data closets; air handling equipment rooms; major electrical and building services spaces.

Core Buildings: Capitol Building (including the Main Capitol Building and its East Wing); Ryan Building; North Office Building; Speaker K. Leroy Irvis Building; connecting tunnels.

Capitol Complex: Core buildings plus Forum Building, Finance Building, Health and Welfare Building, Labor and Industry Building, Keystone Building, Northwest Office Building, Judicial Center, Rachel Carson Building, Strawberry Square and State Museum.

Other State Office Buildings: Department of Agriculture; DGS Annex Complex (formerly the Harrisburg State Hospital complex); DGS Public Works at 18th and Herr Streets; DGS at 22nd and Forster Streets; Harristown #1, Harristown #2, Commonwealth Tower; Philadelphia, Pittsburgh, Scranton and Reading state office buildings.

Capitol Police Security Administration: The Capitol Police Security Administration under the Superintendent of the Capitol Police is responsible for establishing procedures for issuance of photo identification badges and photo identification access badges. The Capitol Police Security Administration produces photo identification badges and photo identification access badges, including the "Emergency Response" designation and maintains photo identification access badge permissions.

Card Reader: A device that reads the electronic inscription on an access badge whereby locks or other access control systems may be activated.

DGS: Department of General Services.

Emergency Response Designation: A red banner with “Emergency Response” printed on the photo identification access badge or a photo identification badge. This designation is determined by the agency and allows the individual access to state offices during an emergency.

Photo identification access badge: A card with an employee’s photograph, name and department programmed to permit access through use of a card reader or a photo identification badge programmed to permit access through the use of a card reader.

Photo Identification Badge: A card with the individual’s photographs, name and association issued to a registered lobbyist, the employee of a contractor or credentialed press for presentation at a visitor entrance.

- D. Policy and Procedures for Contracted Personnel: The following policy and procedures are in place to ensure that personnel of all contracted firms, companies and associations are approved to perform work or provide services in the Harrisburg Capitol Complex and other secured buildings and premises. This does not include suppliers, visiting vendors or delivery persons who must enter through secured visitor’s entrances.
1. Contracted personnel who will be on the premises during the business day (Monday – Friday, 6am-6pm) for less than two weeks will NOT need identification badges, and will be admitted to buildings through the security checks at visitor’s entrances. All contracted personnel who will be on the premises for more than two weeks during the business day, or after business hours, on weekends and on holidays, MUST HAVE identification badges and are considered to be prime contracted personnel.
 2. The DGS Bureau of Construction Staff/Construction Manager oversees and coordinates the various phases of work performed by contracted persons (including subcontractors, their subcontractors and suppliers) and insures the general conditions and all requirements of the project are met for the Commonwealth. This includes security related issues for contractor access and compliance with the Request for Criminal History Record Information Act check (CHRIA) performed by the Pennsylvania State Police.
 3. The BOC Staff/Construction Manager will ensure that contracted personnel have complied with the criminal history background check process. Personnel requiring photo identification badges must present a cleared CHRIA report and photo identification to Security Administration before the badge is issued. To cover costs incurred by DGS in processing requests for badges by contracted personnel, a processing fee of \$10.00 for a photo identification badge or \$20.00 for a photo identification access badge must be paid by the Contractor before a badge will be issued. Badges that have been damaged, destroyed, stolen or lost through negligence will be replaced only after payment of a replacement fee of \$25.00 for a photo identification access badge or \$15.00 for a photo identification badge. Payment for badges will be in the form of check or money order payable to the Commonwealth of Pennsylvania.
 4. Scheduling of Photos: BOC Staff/The Construction Manager will advise Capitol Police Security Administration of individuals requiring appointments for photo identification. The BOC Staff/Construction Manager will do all communication regarding photo appointments. If you have any questions, please contact the BOC Staff/Construction Manager.
 5. Badges: The appropriate identification badge will be issued to contracted persons who have a clear CHRIA report. If a CHRIA report reflects a positive criminal history, the Bureau of Police and Safety will make appropriate review and enforce its denial policy where required. Individuals with a background that is deemed a security risk will not be issued an identification badge. The badge will be issued for a one year period from the

date of request on the PA State Police Background Check. Badges subject to renewal will be coordinated in the same manner as new issue badges. A new CHRIA certification and processing fee are required each year. Capitol Police Officers will be required to check expiration dates and decline access to those whose badges have expired dates with no exceptions. All badges must be returned to the Construction Manager at the completion of a project or contract. The Construction Manager must return terminated badges to the Capitol Police Security Administration. The Contractor is responsible for paying the replacement/lost badge fee for any badge not returned at the completion of the project. This will be done by a credit Change Order.

6. CHRIA: To obtain your CHRIA report, access the following website: <https://epatch.state.pa.us>. Fill out the information form and use your credit card. If you have no criminal history, you will receive a clear CHRIA report almost immediately. Click on the control number and then certified form. Print the certified form. Security Administration will only accept the certified form that contains the state seal. If there is a criminal history it will be sent by mail. The CHRIA must be submitted to the BOC Staff/Construction Manager along with the processing fees, and the Construction Manager will submit all information to the Security Administration Office. The BOC Staff/Construction Manager will inform the Contractor when the badge(s) are ready for the Contractor to pick up.

7. All badges must be returned to the BOC Staff/Construction Manager at the completion of a project or contract. The BOC Staff/Construction Manager must return terminated badges to the Capitol Police Security Administration. The employer of contracted personnel is responsible for paying the replacement/lost badge fee, for any badge not returned at the completion of the project.

1.3 CONTRACTOR REQUIREMENTS FOR THE SECURITY PROGRAM

- A. Each Prime Contractor shall designate a security coordinator to coordinate security issues with its subcontractors and the BOC Staff/Construction Manager.
- B. The security program must be maintained throughout the construction period until final completion.
- C. For new badges, the CHRIA must be submitted to the BOC Staff/Construction Manager 48 hours prior to the scheduled photo appointment; for renewals, no less than 24 hours prior to the individual starting work on the project. Upon submittal of the CHRIA, the security coordinator must inform the BOC Staff/Construction Manager as to the DGS Project Name and No. their personnel will be working on.
- D. The security coordinator for each prime contractor must contact the BOC Staff/Construction Manager to coordinate and schedule an appointment to obtain photo identification badges for all of their employees as well as the employees of sub-contractors or suppliers.
- E. All employees shall display the photo identification badge at all times.

1.4 ACCESS TO OCCUPIED/SECURED AREAS REQUEST

- A. All Contractors' employees must have an approved written request for access to all occupied/secured areas of a building. Employees who enter areas other than those designated on the approved written request will be immediately escorted from the site and will not be permitted to return.
- B. The following procedures are presented to establish a consistent and trackable method for the request and authorization of access for occupied/secured areas in the Capitol Complex. The intent is to streamline the process to minimize construction delays and to inform the Client Agencies and Security Agencies of contractor activity in a timely manner. All access requests

will be processed through the Construction Manager. The Request for Access procedure established is outlined below:

1. The "Request for Access to Occupied/Secured Areas" form should be fully completed by the Contractor and faxed/emailed to the Construction Manager. This request is to be made no later than 72 hours prior to the requested access date (see Attachment #1).
2. Upon receiving the request from the Contractor, the Construction Manager will request approval from the affected Client Agency and/or Security Agency.
3. The notification of approval will be made via fax or email transmission to the Contractor and DGS once received from the Client Agency and Security Agency. Denials will be communicated to the Contractor via phone, fax and email to explain the reason for the denial and to re-schedule the access.
4. Cancellation of access by the Contractor must be submitted to the Construction manager in writing at least (8) eight hours prior to the start time.

1.5 DELIVERY NOTIFICATIONS

- A. All Contractors' employees must have written notification to deliver goods and/or services to the Capitol Complex. Employees who attempt to deliver items without prior notification may be denied access to the delivery area and may not be permitted to return until written notification has been submitted.
- B. The following procedures are presented to establish a consistent and trackable method for the notification of the delivery of goods and services to the Capitol Complex. The intent is to streamline the process to minimize construction delays and to inform the Client Agencies and Security Agencies of contractor activity in a timely manner. All delivery notifications will be processed through the BOC Staff/Construction Manager. The Delivery Notification procedure established is outlined below:
 1. The "Delivery Notification" should be completely filled out by the Contractor and faxed or emailed to the BOC Staff/Construction Manager. This request is to be made not later than 24 hours prior to the requested delivery (see Attachment #2).
 2. Upon receiving the notification from the Contractor, the BOC Staff/Construction Manager will notify the Security and Client Agency. The contractor should ensure the delivery driver has a copy of the delivery notification at the time of delivery.

1.6 UTILITY SHUTDOWN REQUESTS

- A. All Contractors' employees must have written approval for a Utility Shutdown in any area involving the Capitol Complex.
- B. The following procedures are presented to establish a consistent and efficient method for the request and approval of a utility shutdown to services at the Capitol Complex. The intent is to streamline the process to minimize construction delays and to inform the Client Agencies and Security Agencies of contractor activity in a timely manner. All utility shutdown requests will be processed through the BOC Staff/Construction Manager. The utility shutdown procedure established is outlined below:
 1. The "Request for Utility Shutdown" should be completely filled out by the Contractor and faxed or emailed to the BOC Staff/Construction Manager. This request is to be made no later than two (2) weeks prior to the requested shutdown (see Attachment #3).
 2. Upon receiving the shutdown request from the Contractor, the BOC Staff/Construction Manager will request approval from the affected Client Agency and/or Security Agency.

3. The notification of approval will be made via fax or email transmission to the Contractor and DGS once received from the Client Agency and/or Security Agency. Denials will be communicated to the Contractor via phone, fax and email to explain the reason for the denial and to re-schedule the shutdown.
4. Cancellation of shutdown by the Contractor must be submitted to the BOC Staff/Construction manager in writing at least eight (8) hours prior to the start time. Failure to notify the BOC Staff/Construction Manager may result in back charges to the contractor via credit change order for overtime fees expended by state personnel that may be scheduled to work solely due to the requirements of the contractor shutdown.
5. A shutdown coordination meeting is required with all shutdown requests. The Construction Manager will coordinate this meeting between the Contractor, subcontractors, vendors, suppliers, Client Agencies and/or Security Agencies.

1.7 WORK PERMITS

- A. A construction accident can be the single most devastating event to affect a project. Contractor's employees must be thoroughly briefed and familiar with their company's safety practices and with the applicable practices DGS.
- B. The DGS Fire/Safety personnel will periodically check the job during the shift for compliance with the work permit request; any individual not in compliance with the request will be removed from the project. The Contractor performing this work shall be totally responsible, legally and financially, for any damage that may occur as a result of this work. The procedure for acquiring a work permit is outlined below:
 1. The Contractor will submit a DGS Fire and Safety Work Permit, with 24 hours notice, via a web-based process using a hyper-link ([DGS Fire and Safety Work Permit Request](#)) This is an electronic form with dropdown boxes for making selections. The Contractor will be required to complete this form electronically. The Fire and Safety Agency will either approve or advise of additional requirements via electronic mail. A separate request is necessary for each area, for each contract point, where work is being performed. Upon DGS Fire/Safety approval, the Contractor can perform work as indicated on the permit.
 2. All Contractors must have an approved "24 Hour Notice Fire/Safety Work Permit" prior to performing any work.
 3. The Contractor is required to post a copy of the signed "24 Hour Notice Fire/Safety Work Permit" at the location of work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used.

END OF SECTION

Attachment #1
January 16, 2009

Request for Access to Occupied/Secured Areas

Date: _____ DGS Project No.: _____

Contractor: _____ Subcontractor (if applicable): _____

Point of Contact: _____

Phone/Cell/Pager: _____

Building: _____

Room No(s): _____

Date(s) of Proposed Access: _____

ExactTime(s) of Proposed Access: _____

Scope of Work to be Performed/Crew Size:

Hot work will be performed during this access: YES ☐ NO ☐

COMPLETE FORM AND FAX OR EMAIL TO CONSTRUCTION MANAGER (CM)

CM Contact Person: _____

CM Contact Fax: _____

CM Contact Email: _____

CM Contact Phone: _____

Do not write below this line – for Department of General Services Use Only

.....

If this access is acceptable, please sign below and this approval will be sent to all contractors requiring access. If there are modifications to this schedule, please note accordingly and we will distribute. Thank you in advance for your assistance.

Authorizing signature and date: _____
(email response is acceptable)

Attachment #2
January 16, 2009

Delivery Notification

Date: _____ DGS Project No.: _____

Contractor: _____ Subcontractor (if applicable): _____

Point of Contact: _____

Phone/Cell/Pager: _____

Driver: _____ Badge: Yes ☐ No ☐

Vehicle year, make, model and color: _____

License Plate No.: _____

Exact Time(s) of Proposed Delivery: _____

Date of Proposed Delivery: _____

Where Delivery will take place: _____

Who will receive Delivery/Contact info: _____

COMPLETE FORM AND FAX OR EMAIL TO CONSTRUCTION MANAGER (CM)

CM Contact Person: _____

CM Contact Fax: _____

CM Contact Email: _____

CM Contact Phone: _____

Attachment #3
January 16, 2009

Request for Utility Shutdown

Date: **DGS Project No.:**

Contractor: **Subcontractor (if applicable):**

Point of Contact:

Phone/Cell/Pager:

Utility Proposed for Shutdown:

Date and Time Shutdown is Proposed to Start:

Date and Time Restart is Proposed:

Specific Area(s) to be Affected:
(Identify Room Nos. from floor plans included and no contract drawings)

Justification for Shutdown Request:

COMPLETE FORM AND FAX OR EMAIL TO CONSTRUCTION MANAGER (CM)

CM Contact Person:

CM Contact Fax:

CM Contact Email:

CM Contact Phone:

This Section to be completed by the Construction Manager (CM)

Request sent to (DGS Contact/Date):

Deadline for Response to CM:

Do not write below this line – for Department of General Services Use Only

DGS Authorizing signature and date:

DGS Rejection signature and date: