

SPECIFICATIONS, PROPOSAL, AND CONTRACT

For the performance of work in the Borough of Chambersburg for the following:

BOROUGH OF CHAMBERSBURG WALL CLADDING PROJECT

ISSUED

JUNE 24, 2024

Quotes for **Borough of Chambersburg Wall Cladding Project**, as covered by attached specifications must be received by Town Council of the Borough of Chambersburg before **10:00 a.m., legal time, Tuesday, July 16, 2024** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG

For further information please contact:

Lance D. Anderson, Director of Water and Wastewater
landerson@chambersburgpa.gov

NOTICE – SEEKING BIDS

The Borough of Chambersburg is accepting bids for:

Borough of Chambersburg Wall Cladding Project

A complete bid packet may be obtained from:

Jamia L. Wright, Borough Secretary
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201
Phone: (717) 251-2437
<https://www.chambersburgpa.gov>

The Town Council intends to award one contract to the overall lowest responsible Bidder, as determined by Town Council in the best interest of the Borough of Chambersburg at the July 22, 2024 regularly scheduled meeting of Town Council.

A Proposal Bond in the amount of ten percent (10%) of the estimated bid price is required to be accompanied with a Bid. A Performance and Payment Bond, each in the amount of one hundred percent (100%) of the estimated contract price, shall be required from the Successful Bidder. A non-collusion affidavit is required for this Bid. The Contract will be subject to Pennsylvania Prevailing Wage rates as determined by the PA Department of Labor and Industry.

A mandatory pre-bid meeting will be held on **Tuesday, July 9, 2024 at 10:00 A.M.** at Borough Hall, 100 South Second Street, Chambersburg, Pennsylvania.

Bids shall be submitted only on the enclosed Proposal Form included in the Bid Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete, or make additions to the wording to any of the Bid Documents. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. Any questions regarding the Bid Documents shall be submitted as Requests for Interpretation and the Bid Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg reserves the rights to reject any or all bids; to waive any defects, errors, omissions, irregularities, or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Chambersburg.

Bids will be received at the above address until **10:00 a.m., on Tuesday, July 16, 2024**. Any Bid received after said date and time will be returned unopened. All bids must be in an envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the Bidder and "**Borough of Chambersburg Wall Cladding Project**". If the Bid is sent through the mail or other delivery system, the envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. **Bids must be printed single-sided.**

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB's under State regulations are encouraged to submit bids.

INSTRUCTIONS TO BIDDERS

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified Bidders for the following project (the “Work”) and as further described in the Specifications herein:

Borough of Chambersburg Wall Cladding Project

The Borough intends to award one (1) contract at the July 22, 2024 regularly scheduled meeting of Town Council.

2. Bid Documents

The Bid Documents include the following documents:

- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Prevailing Wage Rates
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Bid
- Bid Bond
- Agreement
- W-9 and Instructions
- Receipt of Confirmation of Bid and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at: Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201

The Bidding Documents may also be obtained electronically at <https://www.chambersburgpa.gov>. All prospective bidders who obtained the Bidding Documents electronically must fax a “Receipt of Confirmation” form no later than 9:00 a.m. on Thursday, July 11, 2024 to Jamia Wright at jwright@chambersburgpa.gov or fax (717) 261-3240. Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. Contractor

The Successful Bidder will be known as the Contractor. The Successful Bidder to whom a contract is awarded (the “Agreement”) will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable borough ordinances, rules, and regulations.

5. Qualifications of Bidder

At the Borough’s request, a Bidder may be required to provide the Borough with at least three (3) references for similar work or product with applicable contact information within five (5) calendar days after the Bid opening date. These references shall verify that the Bidder has successfully delivered or performed similar projects or commodities.

Submission of financial information is not required with the bid; however, the Borough reserves the right to request such information within five (5) calendar days after the bid opening date.

Each bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award for the Contract.

No bid will be accepted from, nor will any Agreement be awarded to any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough, or whose work has heretofore proved unsatisfactory or dilatory.

6. Interpretations and Addenda

Any questions or requests for interpretation of any provision of these Bid Documents shall be made to Lance Anderson, Director of Water and Wastewater, at landerson@chambersburgpa.gov.

The Borough may issue an Addendum if deemed necessary by the Borough to address or clarify the Bid Documents prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form will be construed as though the Addendum had been received and acknowledged.

7. Security

7.1 All bonds shall be in the form and substance prescribed by the Bidding Documents except as provided otherwise by Laws and/or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Section 8.1, Contractor shall promptly notify the Borough and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

7.2 Bid Bonds. Each Bid must be accompanied by a Bid security made payable to the Borough in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety meeting the requirements of this Section. All instruments of Bid security shall be valid and remain in effect for at least one hundred twenty (120) days from the date of the bid opening. Substitute Bid Bond forms are not acceptable.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished acceptable Contract bonds and insurance certificate, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish acceptable Contract bonds and insurance certificate within fifteen (15) days after the Notice of Intent to Award, the Borough may annul the Notice of Intent to Award and the full amount of the Bid security of that Bidder will be forfeited.

The Borough will return the Bid security and financial information, if any, of all Bidders, except the three apparent lowest responsible, responsive Bidders as determined by the Borough upon evaluation, within thirty (30) days after the date of Bid opening; and upon execution of the Agreement and furnishing of acceptable Contract bonds and insurance certificate by the successful Bidder, the

remaining Bid securities and financial information, if any, of the each of the three lowest Bidders will also be returned

7.3 **Performance and Payment Bonds.** When the apparent Successful Bidder delivers the signed Agreement to the Borough, it must be accompanied by the required Performance and Payment bonds on the forms provided in the Bidding Documents. Substitute Bond forms are not acceptable.

Contractor shall furnish performance and payment bonds, each in an amount equal to One Hundred Percent (100%) of the contract price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.

These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by laws or regulations or by the Contract Documents.

8. Liquidated or Other Damages

Provisions for liquidated and other damages, if any, are set forth in the Agreement

9. Site Visits

All contractors who intend to submit a bid are encouraged to visit the Borough Utility Building, located at 100 S. Second Street, Chambersburg, PA 17201, to examine and become familiar with the general site conditions in order to submit a bid that suits the needs of the Borough. Any contractor wishing to schedule a site visit must contact Paul Cashell at pcashell@chambersburgpa.gov at least three (3) days prior to the desired site visit to schedule the visit.

10. Proposal Form

The Bidder may bid on one (1) or more items listed on the Proposal Form: bidding on all items is not required. The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Bid Form of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President or Vice President. All names must be typed or printed below each signature. The following should be considered by the Bidder with Bid submission, if applicable:

Tax: Pennsylvania sales tax is **not** to be included in the bid. Tax exemption certificate will be furnished to the Contractor. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. The Bidder may obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

11. Substitutions and "Or Equal" Items

Bids shall be based on products, materials, equipment, and methods, covered in the Specifications and shown on any drawings, if included. When a specification includes the name or names of manufacturer(s), bids shall be based on a product which: (1) meets all Specification requirements, including but not limited to specific catalogues, model numbers, trade names; and (2) is produced by one of the manufacturers specifically named in the Specifications for that particular Product.

12. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in an envelope clearly marked “Bid for Borough of Chambersburg”, bearing the name of the Bidder and “**Borough of Chambersburg Wall Cladding Project**”. If the Bid is sent through the mail or other delivery system, the envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering the bid to the Borough at the location of, and by the time of, the bid opening designated in the Notice. **Bid must be printed single-sided.**

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- 10% Bid Bond
- Public Works Employment Verification Form
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, but Bidders cannot change, modify, delete, or make additions to the wording to any of the Bid Documents.

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

- A. examine and carefully study the Bid Documents, including any Addenda or Memorandum and the related data identified in the Bid Documents;
- B. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the performance of the Work;
- C. become aware of the general nature of Work to be performed by the Borough and others at the site(s) that relate to the Work as indicated in the Bid Documents
- D. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution thereof by the Borough is acceptable to Bidder; and
- E. determine that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

13. Modification and Withdrawal of Bids

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

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations.

14. Bids to Remain Subject to Acceptance

Bids shall remain open for a period of sixty (60) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Contract within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30)-day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent Successful Bidder.

15. Award of Contract

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.

The Borough will correct discrepancies in Bidder’s mathematical totals.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-contractors, suppliers, and other persons and organizations to perform and furnish the Goods in accordance with the Bid Documents to the Borough’s satisfaction within the prescribed time. The Borough reserves the right to interview Bidders.

If the Contract (the “Agreement”) is to be awarded, the Borough will give the apparent successful Bidder a Notice of Intent to Award.

16. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder, it will be accompanied by two (2) unsigned counterparts of the Agreement (each with a copy of the Bid submission) plus the Payment Bond and Performance Bond, if required. Within fifteen (15) days thereafter, apparent successful Bidder shall sign and deliver to the Borough the two (2) signed counterparts of the Agreement accompanied by the executed Payment and Performance Bonds, if required, (with a power-of-attorney certificate attached to each). The Agreement may be cancelled, at the discretion of the Borough, if the apparent successful Bidder does not execute, and deliver to the Borough, the Agreement and insurance certificate(s), within fifteen (15) days from the date of the Notice of Intent to Award.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with the Work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough.

2. Inspection of Work or Goods

The Borough reserves the right to inspect the Contractors Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Contract. Periodic inspections will be performed by the Borough or its agents.

3. Termination

Should the Contractor fail to perform the Work to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough may terminate this agreement upon twenty-four (24) hours written notice to the Contractor. This contract may be cancelled by either party upon thirty (30) days written notice. In addition, the Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

4. Warranty

The Contractor shall guarantee workmanship against defects or failures for a period of one (1) year after the completion of the Work, as evidenced by final payment for projects that include construction or delivery. Neither final payment nor acceptance of the Work shall relieve the Contractor of responsibility for failure to comply with these specifications. The Contractor shall remedy any defects in the Work that shall appear within a period of one (1) year from completion and acceptance, and shall bear the expense of repairing everything that has been destroyed or damaged by such defects.

5. Notice of Defect

The Borough shall give the Contractor prompt notice of defects that become apparent. In the case of subpar Goods, Contractor must immediately replace deliverables. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to the Contractor, and the expense of such repairs shall be borne by the Contractor.

6. Assignment

The Contractor shall not sublet this Agreement or any portion of it without first obtaining the written consent of the Borough. The Contractor shall not obligate the Borough to make any payments to another party for, or in behalf of the Borough, without the approval of the Borough.

7. Invoices and Payment

All payments will be processed through the Borough's standard accounts payable system. The Contractor Invoices should be marked NET 30 DAYS. Contractor shall submit invoices in a timely manner upon completion of work with all time and material costs broken down per rates as agreed upon.

If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

8. Delivery

All items must be delivered FOB Point of Destination.

9. Insurance

Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance as specified herein. The Borough of Chambersburg, its officers and employees, are to be named as additional insured on all policies required herein, except Workmen’s Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Borough in the event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance.

A. WORKMEN’S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.

B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and
Property Damage Liability \$1,000,000 (CSL)

C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit \$2,000,000
Products-Completed Operations Aggregate Limit \$2,000,000
Personal & Advertising Injury Limit \$1,000,000
Each Occurrence Limit \$1,000,000
Fire Damage Limit \$1,000,000
Medical Expense Limit \$ 5,000

10. Indemnification

The Contractor and its sub-contractors, if any, shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys’ fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under the Contractor’s control and/or the Contractor’s direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its sub-contractors. If the Contractor is successful in defending such a lawsuit, then the Borough will reimburse the Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices.

11. Taxes

All taxes of whatsoever kind, nature, and description payable in respect to the performance of this Agreement are to be paid by the Contractor unless otherwise provided by law.

12. Disputes

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if

a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

13. Compliance with Laws

All Work performed under this Agreement shall conform with all applicable Federal, State, and local laws.

- A. The Commonwealth of Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 *et seq.*, for certain public works projects where the estimated cost of the total project is in excess of Twenty Five Thousand Dollars (\$25,000.00).
- B. The Public Works Contractors' Bond Law of 1967, 8 P.S. § 191 *et seq.*, relating to required bonds for certain contracts.
- C. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- D. The Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- E. The Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- F. The Pennsylvania Antibiid-Rigging Act, 73 P.S. 1611 *et seq.*, regarding contracts for the purchase of equipment, goods, services or materials or for construction or repair let or to be let by a government agency.
- G. The Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), requiring contractors to verify that newly hired employees are authorized to work in the United States, for certain public works projects where the estimated cost of the total project is in excess of Twenty Five Thousand Dollars (\$25,000.00).

SPECIFICATIONS

Project: Borough of Chambersburg Wall Cladding Project

Section 024119 – Selective Structure Demolition

Section 042516 – Thin Brick Panel System

Section 061053 – Miscellaneous Rough Carpentry

Section 072413 – Polymer-Based Exterior Insulation and Finish System (EIFS)

Section 072500 – Weather Barriers

Section 076200 – Sheet Metal Flashing and Trim

Section 077100 – Roof Specialties

Section 079200 – Joint Sealants

SECTION 024119

SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections ‘General Conditions of the Contract’, ‘Special Conditions’ and ‘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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of the building.
 - 2. Remove and reinstall selected portions of the building.
 - 3. Patch and repair selected portions of the building.

1.4 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- D. Patch and Repair: In-fill selected openings with mortar in the existing wall .

1.5 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.6 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.7 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Coordination of Owner's continuing occupancy of existing building.
- C. Predemolition Photographs or Video: Submit before Work begins.

1.8 FIELD CONDITIONS

- A. Owner will occupy the building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.

- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Disconnect, demolish, and remove plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.

- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain adequate ventilation when using cutting torches.
 - 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 042516

THIN BRICK PANEL SYSTEM

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections ‘General Conditions of the Contract’, ‘Special Conditions’ and ‘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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:
 - 1. Wall Systems Panel System and related materials.
 - 2. Thin brick.
 - 3. Mortar.
 - 4. Cleaning.

1.4 REFERENCES

- A. ASTM C 67 – Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
- B. ASTM A 653 – Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc Iron Alloy Coated (Galvanized) by the Hot Dip Process.
- C. ASTM C 270 – Standard Specification for Mortar for Unit Masonry.
- D. ASTM C 847 – Standard Specification for Metal Lath.
- E. ASTM C 1714 – Standard Specification for Pre blended Dry Mortar Mix for Unit Masonry.
- F. ASTM C 1088 – Standard Specification for Thin Veneer Brick Units Made From Clay or Shale.

1.5 SUBMITTALS

- A. Intentionally left blank.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings
 - 1. Indicate masonry layout, patterns, perimeter conditions, shape requirements, junctions with dissimilar materials, connections, and other related components.
 - 2. Locate and detail control joints.
- D. Samples
 - 1. Furnish not less than five (5) individual masonry units as samples, showing extreme variations in color and texture.
 - 2. TABS II System

1.6 QUALITY ASSURANCE

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 unless modified by requirements in the Contract Documents.
- B. Comply with all applicable codes, regulations, and standards. Where provision of applicable codes, regulations, and standards conflict with requirements of this section the more demanding shall govern.
- C. Installer Qualifications:
 - 1. Installer with a minimum of five years-experience with a related thin masonry support panel system.
- D. Material Certificates: Prior to delivery submit to Architect/Engineer certificates indicating compliance with the applicable specifications for Thin Brick Grades, Types or Classes included in these specifications.
- E. Thin Brick Test Reports: Submit test reports substantiating compliance with requirements: Sample and test in accordance with ASTM C 67.
 - 1. Testing and reports shall be completed by an independent laboratory.
 - a. Test reports for brick shall be submitted to the Architect/Engineer for review.
 - b. Thin brick test reports shall indicate:
 - 1) 2-hour cold water absorption.
 - 2) 5-hour boil absorption.
 - 3) Saturation coefficient.

- 4) Initial rate of absorption.
- 5) Efflorescence.

F. Sample Panel: Sample or mock-up panels shall be used to review installation process as well as thin brick and mortar color and serves as the standard of workmanship for the Project.

- 1. Build Mock-up panels for Tabs Wall System in sizes approximately 48 inches long by 48 inches, high by full wall thickness.
 - a. All thin brick shipped for the sample shall be included in the panel.
 - b. Approval of panel is for color, texture, and blending of masonry units; relationship of mortar to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
 - c. Do not start work until Architect/Engineer/Owner has accepted sample panel.
 - d. When approved, the sample panel can become part of the final installation.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's unopened containers, identified with name, brand, type, and grade.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store Wall Systems Panels and accessories off the ground, to prevent contamination by mud, dust or other materials likely to cause staining or other defects.
- D. Protect materials from contamination, dampness, freezing, or overheating in accordance with manufacturer's instructions.
- E. Mastic and mortar additive are to be stored above 32° Fahrenheit and below 86° Fahrenheit and not in direct sunlight.
- F. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.8 PROJECT CONDITIONS

- A. Comply with requirements of referenced standards and recommendations of material manufacturers for environmental conditions before, during, and after installation.
- B. Protection of Work:
 - 1. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
 - 2. Stain Prevention:
 - a. Prevent adhesive, and mortar from staining the face of masonry.
 - b. Remove immediately grout or mortar in contact with face of such masonry.
 - c. Allow adhesive on face of installed masonry to set before trying to remove.
 - d. Protect all sills, ledges and projections from droppings of adhesive or mortar.

- e. Protect the wall from rain-splashed mud and mortar splatter.

C. Cold Weather Requirements:

- 1. Do not use frozen materials or materials mixed or coated with ice or frost.
- 2. Do not build on frozen substrates.
- 3. Remove and replace unit masonry damaged by frost or by freezing conditions.
- 4. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE
- 5. Comply with adhesive application and temperature requirements as stated in the manufacturer's installation manual.

D. Hot Weather Requirements:

- 1. Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE
- 2. Protect mortar from uneven and excessive evaporation.
 - a. The face of the installed thin brick may be dampened with water prior mortar installation to reduce the absorption of moisture from the mortar joint and increase bond.
 - b. Veneer may be fogged with water to allow the mortar enough time to set. Apply only enough moisture to consistently dampen the wall without allowing water to run down the face.
- 3. Comply with manufacturer's application and temperature requirements.
- 4. Protect and shade panels from extended exposure direct sun. Excessive heat gain can cause adhesive to flow.

PART 2 - PRODUCTS

2.1 METAL MASONRY SUPPORT PANEL, GENERAL

- A. Metal masonry support panel intended for the interior or exterior structural mechanical support of thin veneer on concrete, masonry, metal or frame construction.
 - 1. Structural grade 33 (.018) steel with G90 galvanized thermal set coating and stucco embossed texture with Tabs support & mortar locking ties.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. TABS II System
 - a. TABS Wall Systems, LLC
 - 2. Glen Gery
 - a. Thin Tech Classic Series

3. No Substitutions.
- C. All metal panels for thin brick Support specified and shown on drawings shall be obtained from a single manufacturer.
1. Flat Panels: 16-square foot masonry support panels for flat wall areas 48-inch x 48-inch nominal, shall have support spacing as follows:
 - a. 2-5/8 inch for standard brick.
 - 1) Panel size: 47 7/8" x 48" X 9/16" TABS length.
 2. Pre-Bent Corner Panels: 8-square foot masonry support panels for external corner applications.
 - a. Support spacing to match flat panels specified above.

2.2 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed work.
- B. Basis-of-Design
 1. Glen Gery Brick Company Thin Brick to match 56DD
 2. No Substitution

2.3 CLAY MASONRY UNITS

- A. General: Provide shapes indicated and as follows:
 1. Provide special shapes for applications where flats (stretcher units) cannot accommodate special conditions, including those at corners and movement joints. Mitered units shall not be used at standard corners.
 2. Provide special shapes for applications requiring thin brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
- B. Thin Brick: ASTM C 1088, Grade Exterior
 1. Modular Size: 2-1/4 inches (57.2 mm) high, 7-5/8 inches (193.7 mm) long
 2. Thickness: 3/4 inch

2.4 MORTAR

- A. Mortar for thin brick.
 1. Mortar shall conform to ASTM C 1714 – Standard Specification for Pre blended Dry Mortar Mix for Unit Masonry.

- a. Mortar material shall comply with code requirements of an S-Grade mortar. The mortar must be mixed using a solution of 5 part water and one part latex acrylic additive. The additive shall be supplied by metal masonry support panel manufacturer.
- B. Cold Weather Additives (including accelerators) shall not be used in thin brick mortar mix.

2.5 EMBEDDED FLASHING MATERIALS

A. Metal Flashing:

- 1. Wall System Starter Angle: Minimum Galvanized sheet steel: ASTM A653 0.024 inch, minimum ASTM A925 G-90 coating, pre-bent in 8 or 10 ft. lengths.

B. Flexible Flashing:

- 1. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene inter polymer alloy as follows:
 - a. Self-Adhesive Sheet: Elastomeric thermoplastic flashing, 0.020 inch (0.5 mm) thick, with a 0.015-inch-thick coating of rubberized-asphalt adhesive.
- 2. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.6 WEEP HOLES

- A. Standard weep holes for draining wall panels can be formed by omitting mortar/sealant at intervals of 24" on center.

2.7 CONTROL JOINTS & EXPANSION JOINTS

- A. Control joints shall be located to align with control joints in the existing masonry wall.

2.8 FASTENERS

- A. Screw fasteners shall be a minimum #8, minimum 0.164 inch shank diameter with a pancake head and corrosion resistance provided by G-90 zinc plating with a minimum protection of 1000 hrs when tested according to ASTM B 117.
- B. Fasteners to mount the panel shall be TabCon for use on masonry installations, supplied by Tabs Wall Systems, LLC.
- C. Fasteners Length:
 - 1. Masonry fasteners shall penetrate the substrate a minimum of 1".

2.9 ADHESIVE

- A. Adhesive for thin clay brick.
 - 1. High-strength mastics must exceed ASTM D3498 and ASTM C557 with less than 70 grams of VOC per liter with a shear value between the thin veneer and the panel greater than 100 PSI.

2.11 WEATHER BARRIERS

- A. Provide weather barrier as designated in section 072500.

2.13 CLEANING

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. Diedrich Technologies, Inc.
 - a. 202 New Masonry Detergent
 - b. 202V Vana -Stop®
 - 2. Or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates construction have been properly prepared.
 - 1. Substrate shall have no planer irregularities greater than ¼" in 10'-0".
 - 2. Contractor shall grind any high areas that will adversely impact the installation of the thin brick system.
- B. Verify weather barrier are properly installed.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation. All surfaces must be free of water, snow & frost, dirt, mud, oil and other foreign materials prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Trim or flash in place per manufacturer's details and/or BIA Technical Note 7A on flashing of Brick Walls.

3.3 INSTALLATION, GENERAL

- A. Install materials in accordance with manufacturer's instructions.

- B. Select and arrange exposed masonry units to produce a uniform blend of color and texture.
 - 1. Mix units from several pallets or cubes as they are placed.

3.4 TABS PANEL SYSTEM

- A. Install in accordance with manufacturer's written instructions as applicable to each type of substrate required.
- B. Trim, starter angle and flashing shall be installed prior to panel installation.
- C. Panels shall be clean, free of dirt, oil or any other foreign contaminant.
- D. Lay out panels in advance for accurate spacing of tabs to allow installation of full height masonry units at top and bottom of walls, openings, etc. when possible.
- F. Do not allow panels to bridge movement joints in substrate.
- G. Install panels to ensure a 1/16" – 1/8" gap between the sides of the panels and butt panels vertically, always leaving a gap at movement joints locations equal to the thickness of the joint.
- H. Stop panel 1/4" to 3/8" from inside corners, openings and other materials to allow for movement.
- I. Fastener Installation: Mechanically attach metal panels with a minimum of 1.5 fasteners per square foot, increasing spacing along the top and bottom of the wall and around openings.
 - 1. Horizontal fastener spacing shall not exceed 24 inches; vertical fastener spacing shall not exceed 16 inches.

3.5 THIN VENEERS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement joints, returns, and offsets.
 - 1. Avoid using less-than-half-size units, particularly at corners and jambs.
 - 2. Ensure unfinished or cut faces are not exposed to view upon completion.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of color and texture.
- C. Align brick coursing to coursing of adjacent brick wall.
- D. Lay masonry in running bond pattern.
- E. Back face of thin brick must be dry and clean; free of dirt, oil or any other foreign contaminant.
- F. Leave a uniform 3/8 - 1/2-inch gap at openings to allow for movement joint installation.
- F. Adhere individual units to panel using adhesive placed on the back of the units in two 1/2 - 3/4-

inch dabs or vertical strips 3/8-inch wide. For corner brick apply one dab on head and one dab at each end of the long leg.

- G. Thin veneers shall be applied within 10 minutes after adhesive has been applied and before film begins to form on the adhesive. Silicone needs to set until film has been formed a minimum of 5 minutes.
- H. When adjustment is necessary to be made after adhesive begins to harden, remove hardened adhesive and replace with fresh adhesive.
- I. Do not allow masonry units to bridge movement joints in substrate.

3.7 MORTAR INSTALLATION AND JOINTING

- A. After adhesive has set a minimum of 12 hours, completely fill head and bed joints between adhered veneers intended to receive mortar.
- B. Keep weep holes free of mortar every 24 inches immediately above starter angles and flashings.
- C. Tool exposed joints when thumbprint hard to concave joint profile.
- D. When repointing, completely remove mortar, and refill solidly with pointing mortar, and tool joints.

3.8 FLASHING

- A. Install embedded flashing and weep holes in panel assemblies at the base of the wall, above openings, above horizontal movement joints, and other obstructions to the downward flow of water in wall, and where indicated.
- B. Before covering with wall panel or mortar, seal penetrations in flashing with adhesive, sealant, or flashing tape as recommended by flashing manufacturer.
- C. Project starter angle from face of wall with a minimum 5/8-inch (6 mm) to form a drip.

3.9 WEEP HOLES

- A. Install weep holes every 24" in head joints at all flashings.

3.10 CONTROL JOINTS

- A. Keep clean of all mortar, adhesive and debris.
- B. Locate joints at mate lines and floor line as indicated on the drawings.
- C. Provide vertical and horizontal pressure-relieving joints where indicated.
- D. Install joints at changes in substrate, unlike materials, and where movement joints occur in substrate.

3.11 CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove adhesive as well as mortar and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Cut out all defective mortar joints and holes in exposed masonry and provide new mortar.
 - 2. Clean preselected sample wall area with specified cleaning solution as per manufacturer's recommendations. Do not proceed with cleaning until approved by Architect.
 - 3. Clean thin brick in accordance with manufacturer's written instructions.
 - 4. Protect adjacent stone and non-masonry surfaces from contact with cleaner.
 - 5. All cleaning practices and product used shall be in accordance with cleaning products manufacturer's instructions.

END OF SECTION 042516

SECTION 061053

MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections ‘General Conditions of the Contract’, ‘Special Conditions’ and ‘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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:

- 1. Wood blocking, cants, and nailers.

- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:

- 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

- 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 1. Preservative-treated wood.
 2. Power-driven fasteners.
 3. Powder-actuated fasteners.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry items indicated on Drawings.

2.3 DIMENSION AND MISCELLANEOUS LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.
- B. Other Framing: Construction or No. 2 grade and any species.
- C. For utility shelving, provide lumber with 15 percent maximum moisture content and any species and grades.
- D. For concealed boards, provide lumber with 15 percent maximum moisture content and any species and grades:
- E. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- F. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.

2.5 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 1. Adhesives shall have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members' plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Provide blocking as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- C. Comply with AWWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- D. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

3.2 WOOD BLOCKING INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 072413

POLYMER-BASED EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections ‘General Conditions of the Contract’, ‘Special Conditions’ and ‘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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:
 - 1. Exterior insulation and finish system (EIFS) applied over existing concrete masonry.
 - 2. ALTERNATE BID #1.

1.4 SYSTEM DESCRIPTION

- A. Class PB EIFS: A non-load-bearing, exterior wall cladding system that consists of an insulation board attached adhesively, mechanically, or both to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

1.5 PERFORMANCE REQUIREMENTS

- A. EIFS Performance: Comply with the following:
 - 1. Bond Integrity: Free from bond failure within EIFS components or between system and supporting wall construction, resulting from exposure to fire, wind loads, weather, or other in-service conditions.
 - 2. Weathertightness: Resistant to water penetration from exterior into EIFS and assemblies behind it or through them into interior of building that results in deterioration of thermal-insulating effectiveness or other degradation of EIFS and assemblies behind it, including substrates, supporting wall construction, and interior finish.
- B. Class PB EIFS: Provide EIFS having physical properties and structural performance that comply with the following:

1. Abrasion Resistance: Sample consisting of 1-inch thick EIFS mounted on 1/2-inch thick gypsum board; cured for a minimum of 28 days; and showing no cracking, checking, or loss of film integrity after exposure to 528 quarts of sand when tested per ASTM D 968, Method A.
2. Absorption-Freeze Resistance: No visible deleterious effects and negligible weight loss after 60 cycles per EIMA 101.01.
3. Freeze-Thaw: No surface changes, cracking, checking, crazing, erosion, rusting, blistering, peeling, or delamination, or indications of delamination between components when viewed under 5 times magnification after 10 cycles per ICC-ES AC219.
4. Mildew Resistance of Finish Coat: Sample applied to 2-by-2-inch clean glass substrate, cured for 28 days, and showing no growth when tested per ASTM D 3273 and evaluated according to ASTM D 3274.
5. Water Penetration: Sample consisting of 1-inch thick EIFS mounted on 1/2-inch thick gypsum board, cured for 28 days, and showing no water penetration into the plane of the base coat to expanded-polystyrene board interface of the test specimen after 15 minutes at 6.24 lbf/sq. ft. of air pressure difference or 20 percent of positive design wind pressure, whichever is greater, across the specimen during a test period when tested per EIMA 101.02.
6. Water Resistance: Three samples, each consisting of 1-inch thick EIFS mounted on 1/2-inch thick gypsum board; cured for 28 days; and showing no cracking, checking, crazing, erosion, rusting, blistering, peeling, or delamination after testing for 14 days per ASTM D 2247.
7. Wind-Driven-Rain Resistance: Resist wind-driven rain according to ICC-ES AC219.
8. Impact Resistance: Sample consisting of 1-inch thick EIFS when constructed, conditioned, and tested per EIMA 101.86; and meeting or exceeding the following:
 - a. Standard Impact Resistance: 25 to 49 inch-lb.
9. Structural Performance Testing: EIFS assembly and components shall comply with ICC-ES AC219 when tested per ASTM E 330.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type and component of EIFS indicated.
- B. Samples for Initial Selection: For each type of finish-coat color and texture indicated.
 1. Include similar Samples of joint sealants involving color selection.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and testing agency.
- B. Manufacturer Certificates: Signed by manufacturers certifying that EIFS and joint sealants comply with requirements.
- C. Material or Product Certificates: For cementitious materials each insulation and joint sealant, from manufacturer.

- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each water-/weather-resistive barrier, insulation, reinforcing mesh, joint sealant, and coating.
- E. Compatibility and Adhesion Test Reports: For joint sealants from sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- F. Evaluation Reports: For exterior glass matt gypsum sheathing, fasteners, adhesive, and EIFS (including insulation).

1.8 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For EIFS to include in maintenance manuals.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An installer who is certified in writing by EIFS manufacturer as qualified to install manufacturer's system using trained workers.
- B. Source Limitations: Obtain EIFS from single source from single EIFS manufacturer and from sources approved by EIFS manufacturer as compatible with system components.
- C. Fire-Test-Response Characteristics: Provide EIFS and system components with the following fire-test-response characteristics as determined by testing identical EIFS and system components per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
 - 1. Fire-Resistance Characteristics: Provide materials and construction tested for fire resistance per ASTM E 119.
 - 2. Surface-Burning Characteristics: Provide insulation board, adhesives, base coats, and finish coats with flame-spread index of 25 or less and smoke-developed index of 450 or less, per ASTM E 84.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original, unopened packages with manufacturers' labels intact and clearly identifying products.
- B. Store materials inside and under cover; keep them dry and protected from weather, direct sunlight, surface contamination, aging, corrosion, damaging temperatures, construction traffic, and other causes.
 - 1. Stack insulation board flat and off the ground.

2. Protect plastic insulation against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

1.11 PROJECT CONDITIONS

- A. Weather Limitations: Maintain ambient temperatures above 40 deg F for a minimum of 24 hours before, during, and after adhesives or coatings are applied. Do not apply EIFS adhesives or coatings during rainfall. Proceed with installation only when existing and forecasted weather conditions and ambient outdoor air, humidity, and substrate temperatures permit EIFS to be applied, dried, and cured according to manufacturers' written instructions and warranty requirements.

1.12 COORDINATION

- A. Coordinate installation of EIFS with related Work specified in other Sections to ensure that wall assemblies, including sheathing, flashing, trim, joint sealants, windows, and doors, are protected against damage from the effects of weather, age, corrosion, moisture, and other causes. Do not allow water to penetrate behind flashing and barrier coating of EIFS.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Dryvit Systems, Inc.
 2. Finestone; Degussa Wall Systems, Inc.
 3. Senergy; Degussa Wall Systems, Inc.
 4. Sto Corp.
 5. Or equal.

2.2 MATERIALS

- A. Compatibility: Provide adhesive, fasteners, board insulation, reinforcing meshes, base- and finish-coat systems, sealants, and accessories that are compatible with one another and with substrates and approved for use by EIFS manufacturer for Project.
- B. Primer/Sealer: EIFS manufacturer's standard substrate conditioner with VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24) designed to seal substrates from moisture penetration and to improve the bond between substrate of type indicated and adhesive used for application of insulation.

- C. Insulation Adhesive: EIFS manufacturer's standard formulation designed for indicated use; compatible with substrate; with VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24 and complying with one of the following:
1. Job-mixed formulation of portland cement complying with ASTM C 150, Type I, and polymer-based adhesive specified for base coat.
 2. Factory-blended dry formulation of portland cement, dry polymer admixture, and fillers specified for base coat.
 3. Factory-mixed non-cementitious formulation designed for adhesive attachment of insulation to substrates of type indicated, as recommended by EIFS manufacturer.
- D. Molded, Rigid Cellular Polystyrene Board Insulation: Comply with ASTM C 578, Type I; EIFS manufacturer's requirements; and EIMA's "EIMA Guideline Specification for Expanded Polystyrene (EPS) Insulation Board" for most stringent requirements for material performance and qualities of insulation, including dimensions and permissible variations, and the following:
1. Aging: Before cutting and shipping, age insulation in block form by air drying for not less than six weeks or by another method approved by EIMA that produces equivalent results.
 2. Flame-Spread and Smoke-Developed Indexes: 25 and 450 or less, respectively, per ASTM E 84.
 3. Dimensions: Provide insulation boards not more than 24 by 48 inches and in thickness indicated, but not more than 4 inches thick or less than thickness allowed by ASTM C 1397.
- E. Reinforcing Mesh: Balanced, alkali-resistant, open-weave, glass-fiber mesh treated for compatibility with other EIFS materials, made from continuous multiend strands with retained mesh tensile strength of not less than 120 lbf/in. per ASTM E 2098; complying with ASTM D 578 and the following:
1. Standard-Impact Reinforcing Mesh: Not less than 4.0 oz./sq. yd.
 2. Strip Reinforcing Mesh: Not less than 3.75 oz./sq. yd.
 3. Detail Reinforcing Mesh: Not less than 4.0 oz./sq. yd.
 4. Corner Reinforcing Mesh: Not less than 7.2 oz./sq. yd.
- F. Base-Coat Materials: EIFS manufacturer's standard mixture complying with **one of the following:**
1. Job-mixed formulation of portland cement complying with ASTM C 150, Type I, white or natural color; and manufacturer's standard polymer-emulsion adhesive designed for use with portland cement.
 2. Job-combined formulation of manufacturer's standard polymer-emulsion adhesive and manufacturer's standard dry mix containing portland cement.
 3. Factory-blended dry formulation of portland cement, dry polymer admixture, and inert fillers to which only water is added at Project site.
 4. Factory-mixed noncementitious formulation of polymer-emulsion adhesive and inert fillers that is ready to use without adding other materials.
- G. Waterproof Adhesive/Base-Coat Materials: EIFS manufacturer's standard waterproof formulation[with VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24and complying with one of the following:

1. Job-mixed formulation of portland cement complying with ASTM C 150, Type I, white or natural color; and manufacturer's standard polymer-emulsion adhesive designed for use with portland cement.
 2. Job-combined formulation of manufacturer's standard polymer-emulsion adhesive and manufacturer's standard dry mix containing portland cement.
- H. Primer: EIFS manufacturer's standard factory-mixed, elastomeric-polymer primer for preparing base-coat surface for application of finish coat.
- I. Finish-Coat Materials: EIFS manufacturer's standard acrylic-based coating with enhanced mildew resistance complying with the following:
1. Factory-mixed formulation of polymer-emulsion binder, colorfast mineral pigments, sound stone particles, and fillers.
 2. Factory-mixed formulation of polymer-emulsion binder, colorfast mineral pigments, and fillers used with stone particles for embedding in finish coat to produce an applied-aggregate finish.
- 3 Colors: As selected by Architect from manufacturer's full range.
- J. Water: Potable.
- K. Mechanical Fasteners: EIFS manufacturer's standard corrosion-resistant fasteners consisting of thermal cap, standard washer and shaft attachments, and fastener indicated below; selected for properties of pullout, tensile, and shear strength required to resist design loads of application indicated; capable of pulling fastener head below surface of insulation board; and of the following description:
1. For attachment to masonry and concrete substrates, provide sheathing dowel in form of a plastic wing-tipped fastener with thermal cap, sized to fit insulation thickness indicated and to penetrate substrate to depth required to secure anchorage.
- L. Trim Accessories: Type as designated or required to suit conditions indicated and to comply with EIFS manufacturer's written instructions; manufactured from UV-stabilized PVC; and complying with ASTM D 1784, manufacturer's standard Cell Class for use intended, and ASTM C 1063.
1. Casing Bead: Prefabricated, one-piece type for attachment behind insulation, of depth required to suit thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.
 2. Drip Screed/Track: Prefabricated, one-piece type for attachment behind insulation with face leg extended to form a drip, of depth required to suit thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.
 3. Expansion Joint: Prefabricated, one-piece V profile; designed to relieve stress of movement.

2.3 ELASTOMERIC SEALANTS

- A. Elastomeric Sealant Products: Provide EIFS manufacturer's listed and recommended chemically curing, elastomeric sealant that is compatible with joint fillers, joint substrates, and other related materials, and complies with requirements for products and testing indicated in

ASTM C 1481 and with requirements in Section 079200 "Joint Sealants" for products corresponding to description indicated below:

1. Single-component, nonsag, neutral-curing silicone sealant.
- B. Sealant Color: As selected by Architect from manufacturer's full range.

2.4 MIXING

- A. General: Comply with EIFS manufacturer's requirements for combining and mixing materials. Do not introduce admixtures, water, or other materials except as recommended by EIFS manufacturer. Mix materials in clean containers. Use materials within time period specified by EIFS manufacturer or discard.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of EIFS.
- B. Examine roof edges, wall framing, flashings, openings, substrates, and junctures at other construction for suitable conditions where EIFS will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
1. Begin coating application only after surfaces are dry.
 2. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Protect contiguous work from moisture deterioration and soiling caused by application of EIFS. Provide temporary covering and other protection needed to prevent spattering of exterior finish coats on other work.
- B. Protect EIFS, substrates, and wall construction behind them from inclement weather during installation. Prevent penetration of moisture behind EIFS and deterioration of substrates.
- C. Prepare and clean substrates to comply with EIFS manufacturer's written instructions to obtain optimum bond between substrate and adhesive for insulation.
1. Wire brush entire wall to remove all loose paint and debris from surface of wall.

3.3 EIFS INSTALLATION, GENERAL

- A. Comply with ASTM C 1397 and EIFS manufacturer's written instructions for installation of EIFS as applicable to each type of substrate indicated.

3.4 TRIM INSTALLATION

- A. Trim: Apply trim accessories at perimeter of EIFS, and elsewhere as indicated, according to EIFS manufacturer's written instructions. Coordinate with installation of insulation.
1. Drip Screed/Track: Use at bottom edges of EIFS unless otherwise indicated.
 2. Casing Bead: Use at other locations.

3.5 INSULATION INSTALLATION

- A. Board Insulation: Adhesively and mechanically attach insulation to substrate in compliance with ASTM C 1397, EIFS manufacturer's written instructions, and the following:
1. Apply adhesive to insulation by notched-trowel method in a manner that results in coating the entire surface of sheathing with adhesive once insulation is adhered to sheathing unless EIFS manufacturer's written instructions specify using primer/sealer with ribbon-and-dab method. Apply adhesive to a thickness of not less than 1/4 inch for factory mixed and not less than 3/8 inch for field mixed, measured from surface of insulation before placement.
 2. Press and slide insulation into place. Apply pressure over the entire surface of insulation to accomplish uniform contact, high initial grab, and overall level surface.
 3. Allow adhered insulation to remain undisturbed for period recommended by EIFS manufacturer, but not less than 24 hours, before installing mechanical fasteners, beginning rasping and sanding insulation, or applying base coat and reinforcing mesh.
 4. Mechanically attach insulation to substrate by method complying with EIFS manufacturer's written instructions. Install top surface of fastener heads flush with plane of insulation. Install fasteners into substrates.
 5. Apply insulation over dry substrates in courses with long edges of boards oriented horizontally.
 6. Begin first course of insulation from a level base line and work upward.
 7. Begin first course of insulation from screed/track and work upward. Work from perimeter casing beads toward interior of panels if possible.
 8. Stagger vertical joints of insulation boards in successive courses to produce running bond pattern. Locate joints so no piece of insulation is less than 12 inches wide or 6 inches high. Offset joints not less than 6 inches from corners of window and door openings.
 9. Interlock ends at internal and external corners.
 10. Abut insulation tightly at joints within and between each course to produce flush, continuously even surfaces without gaps or raised edges between boards. If gaps greater than 1/16 inch occur, fill with insulation cut to fit gaps exactly; insert insulation without using adhesive or other material.
 11. Cut insulation to fit openings, corners, and projections precisely and to produce edges and shapes complying with details indicated.
 12. Rasp or sand flush entire surface of insulation to remove irregularities projecting more than 1/16 inch from surface of insulation and to remove yellowed areas due to sun exposure; do not create depressions deeper than 1/16 inch.
 13. Form joints for sealant application by leaving gaps between adjoining insulation edges and between insulation edges and dissimilar adjoining surfaces. Make gaps wide enough to produce joint widths indicated after encapsulating joint substrates with base coat and reinforcing mesh.

14. After installing insulation and before applying reinforcing mesh, fully wrap board edges with strip reinforcing mesh. Cover edges of board and extend encapsulating mesh not less than 2-1/2 inches over front and back face unless otherwise indicated on Drawings.
15. Treat exposed edges of insulation as follows:
 - a. Except for edges forming substrates of sealant joints, encapsulate with base coat, reinforcing mesh, and finish coat.
 - b. Encapsulate edges forming substrates of sealant joints within EIFS or between EIFS and other work with base coat and reinforcing mesh.
 - c. At edges trimmed by accessories, extend base coat, reinforcing mesh, and finish coat over face leg of accessories.
16. Coordinate installation of flashing and insulation to produce wall assembly that does not allow water to penetrate behind flashing and EIFS protective-coating lamina.

3.6 BASE-COAT INSTALLATION

- A. Base Coat: Apply to exposed surfaces of insulation in minimum thickness recommended in writing by EIFS manufacturer, but not less than 1/16-inch dry-coat thickness.
- B. Reinforcing Mesh: Embed type indicated below in wet base coat to produce wrinkle-free installation with mesh continuous at corners and overlapped not less than 2-1/2 inches or otherwise treated at joints to comply with ASTM C 1397 and EIFS manufacturer's written instructions. Do not lap reinforcing mesh within 8 inches of corners. Completely embed mesh, applying additional base-coat material if necessary, so reinforcing-mesh color and pattern are not visible.
 1. Standard-impact reinforcing mesh.
- C. Additional Reinforcing Mesh: Apply strip reinforcing mesh around openings extending 4 inches beyond perimeter. Apply additional 9-by-12-inch strip reinforcing mesh diagonally at corners of openings (re-entrant corners). Apply 8-inch wide strip reinforcing mesh at both inside and outside corners unless base layer of mesh is lapped not less than 4 inches on each side of corners.
 1. At aesthetic reveals, apply strip reinforcing mesh not less than 8 inches wide.
 2. Embed strip reinforcing mesh in base coat before applying first layer of reinforcing mesh.

3.7 FINISH-COAT INSTALLATION

- A. Primer: Apply over dry base coat according to EIFS manufacturer's written instructions.
- B. Finish Coat: Apply over dry primed base coat, maintaining a wet edge at all times for uniform appearance, in thickness required by EIFS manufacturer to produce a uniform finish of color and texture matching approved sample and free of cold joints, shadow lines, and texture variations.
 1. Texture: Fine Sandblast.

2. Embed aggregate in finish coat according to EIFS manufacturer's written instructions to produce a uniform applied-aggregate finish of color and texture matching approved sample.
- C. Sealer Coat: Apply over dry finish coat, in number of coats and thickness required by EIFS manufacturer.

3.8 INSTALLATION OF JOINT SEALANTS

- A. Prepare joints and apply sealants, of type and at locations indicated, to comply with applicable requirements in Section 079200 "Joint Sealants" and in ASTM C 1481.
1. Apply joint sealants after base coat has cured but before applying finish coat.
 2. Clean surfaces to receive sealants to comply with indicated requirements and EIFS manufacturer's written instructions.
 3. Apply primer recommended in writing by sealant manufacturer for surfaces to be sealed.
 4. Install sealant backing to control depth and configuration of sealant joint and to prevent sealant from adhering to back of joint.
 5. Apply masking tape to protect areas adjacent to sealant joints. Remove tape immediately after tooling joints, without disturbing joint seal.
 6. Recess sealant sufficiently from surface of EIFS so an additional sealant application, including cylindrical sealant backing, can be installed without protruding beyond EIFS surface.

3.9 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
1. According to ICC-ES AC219.
- B. EIFS Tests and Inspections: For the following:
1. According to ICC-ES AC219.
- C. Remove and replace EIFS where test results indicate that EIFS do not comply with specified requirements.
- D. Prepare test and inspection reports.

3.10 CLEANING AND PROTECTION

- A. Remove temporary covering and protection of other work. Promptly remove coating materials from window and door frames and other surfaces outside areas indicated to receive EIFS coatings.

END OF SECTION 072413

SECTION 072500

WEATHER BARRIERS

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections ‘General Conditions of the Contract’, ‘Special Conditions’ and ‘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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:
 - 1. Building wrap.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For building wrap, include data on air and water-vapor permeance based on testing according to referenced standards.

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For water-resistive barrier, from ICC-ES.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIER

- A. Building Wrap: ASTM E 1677, Type I air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested according to ASTM E 84; UV stabilized; and acceptable to authorities having jurisdiction.

1. Products: Subject to compliance with requirements available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Chemical Company (The); Styrofoam Weathermate Plus Brand Housewrap.
 - b. DuPont (E. I. du Pont de Nemours and Company); Tyvek CommercialWrap.
 - c. Raven Industries Inc.; Fortress Pro Weather Protective Barrier.
 - d. Reemay, Inc.; Typar HouseWrap.
 - e. Or approved equal.
 2. Air Permeance: Not more than 0.004 cfm/sq. ft. at 0.3-inch wg when tested according to ASTM E 2178.
 3. Allowable UV Exposure Time: Not less than three months.
- B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

PART 3 - EXECUTION

3.1 WATER-RESISTIVE BARRIER INSTALLATION

- A. Cover exposed exterior surface of sheathing with water-resistive barrier securely fastened to framing immediately after sheathing is installed.
- B. Cover masonry wall with water-resistive barrier as follows:
 1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion-or control-joint locations.
 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.
- C. Building Wrap: Comply with manufacturer's written instructions.
 1. Seal seams, edges, fasteners, and penetrations with tape.
 2. Extend into jambs of openings and seal corners with tape.

END OF SECTION 072500

SECTION 076200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections ‘General Conditions of the Contract’, ‘Special Conditions’ and ‘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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:
 - 1. Formed Products:
 - a. Formed wall sheet metal fabrications.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Fabricate and install flashing capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
 - 1. Wind Zone 2: For velocity pressures of 31 to 45 lbf/sq. ft.: 90-lbf/sq. ft. perimeter uplift force, 120-lbf/sq. ft. corner uplift force, and 45-lbf/sq. ft. outward force.
- C. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 4. Details of termination points and assemblies, including fixed points.
 - 5. Details of connections to adjoining work.
- C. Samples for Initial Selection: For each type of sheet metal flashing, trim, and accessory indicated with factory-applied color finishes involving color selection.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified fabricator.
- B. Warranty: Sample of special warranty.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Preinstallation Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Review special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect sheet metal flashing.
 - 5. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
 - 2. Surface: Smooth, flat and with manufacturer's standard clear acrylic coating on both sides.
 - 3. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 4. Color: As selected by Architect from manufacturer's full range.

5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners:
 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
- C. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.3 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 2. Obtain field measurements for accurate fit before shop fabrication.
 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- D. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- E. Do not use graphite pencils to mark metal surfaces.

2.4 WALL SHEET METAL FABRICATIONS

- A. Opening Trim: Fabricate head, sill, jamb, and similar flashing and trim as noted on the drawings.
 - 1. Galvanized Steel: 0.032 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 4. Install sealant tape where indicated.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
 - 6. Do not use graphite pencils to mark metal surfaces.

- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
 - 1. Coat back side of sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
- C. Seal joints as shown and as required for watertight construction.

3.3 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

3.4 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 077100
ROOF SPECIALTIES

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections ‘General Conditions of the Contract’, ‘Special Conditions’ and ‘Division1 - 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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:
 - 1. Copings.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. FM Approvals' Listing: Manufacture and install copings and roof-edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-90. Identify materials with FM Approvals' markings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

- B. Shop Drawings: For roof specialties. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work. Include the following:
 - 1. Details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
 - 2. Pattern of seams and layout of fasteners, cleats, clips, and other attachments.
 - 3. Details of termination points and assemblies, including fixed points.
 - 4. Details of special conditions.
- C. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.

1.6 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof specialties installation.

1.9 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 EXPOSED METALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation.
 - 1. Surface: Smooth, flat finish.
 - 2. Exposed Coil-Coated Finishes: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.

2.2 CONCEALED METALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 - 2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- E. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.4 COPINGS

- A. Copings: Manufactured coping system consisting of formed-metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; corner units, end cap units, and concealed splice plates with same finish as coping caps.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ATAS International, Inc.
 - b. Cheney Flashing Company.
 - c. Hickman Company, W. P.
 - d. Metal-Era, Inc.
 - e. Metal-Fab Manufacturing, LLC.
 - f. Petersen Aluminum Corporation.
 - g. Or approved equal.
2. Coping-Cap Material: Zinc-coated steel, nominal 0.034-inch thickness.
 - a. Finish: Two-coat fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range.
3. Corners: Factory mitered and mechanically clinched and sealed watertight.
4. Snap-on-Coping Anchor Plates: Concealed, galvanized-steel sheet, 12 inches wide, with integral cleats.

2.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 - 4. Torch cutting of roof specialties is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
 - 1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise shown on Drawings.
 - 2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Seal joints with elastomeric sealant as required by roofing-specialty manufacturer.
- E. Seal joints as required for watertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

3.3 COPING INSTALLATION

- A. Install cleats, anchor plates, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor copings to meet performance requirements.
 - 1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at 30-inch centers.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.

- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

SECTION 079200

JOINT SEALANTS

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specification sections “General Conditions of the Contract”, “Special Conditions” and “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 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.

1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

- D. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- E. Field-Adhesion Test Reports: For each sealant application tested.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

1.7 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. **Compatibility:** Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. **VOC Content of Interior Sealants:** Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 1. Architectural Sealants: 250 g/L.
 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. **Liquid-Applied Joint Sealants:** Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- D. **Stain-Test-Response Characteristics:** Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. **Suitability for Contact with Food:** Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. **Colors of Exposed Joint Sealants:** As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANT

- A. **Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant:** ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 1. **Products:** Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 790
 - b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
 - c. May National Associates, Inc.; Bondaflex Sil 290 or Bondaflex Sil 728 NS.
 - d. Pecora Corporation; 301 NS, 311 NS, 890, or 890FTS.

- e. Sika Corporation, Construction Products Division; SikaSil-C990.
- f. Tremco Incorporated; Spectrem 1 or Spectrem 800.
- g. Or equal.

2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 3.
 - a. Masonry.
 4. Remove laitance and form-release agents from concrete.
 5. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

- G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.

 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

 - 3. Inspect tested joints and report on the following:

- a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
- 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces.
 - 1. Silicone Joint Sealant: Single component, nonsag, Class 100/50.
 - 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

BOROUGH OF CHAMBERSBURG WALL CLADDING

100 SOUTH SECOND STREET
CHAMBERSBURG, PA 17201

OWNER:

CHAMBERSBURG TOWN COUNCIL
100 SOUTH SECOND STREET
CHAMBERSBURG, PA 17201

PROJECT TEAM



ARCHITECTS PROFESSIONAL P.C.
1112 2ND AVE
CHAMBERSBURG, PA 17201
WWW.RBSARCHITECTS.COM
DESIGN PROFESSIONAL LICENSE

SCALE OF WORK:
PROJECT CONSISTS OF ARCHITECTONIC DRAWINGS, EXTERIOR WALL ON THE CAPITAL
POLICE DEPARTMENT AND BUNKER OFFICE BUILDINGS IN THE BUCK VILLAGE
NEIGHBORHOOD TO THE EAST OF THE HIGHWAY.

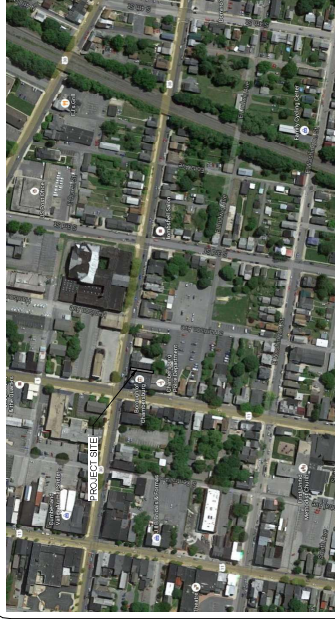
SHEET NUMBER	SHEET NAME	ISSUED FOR BID & PERMIT	--	--	--
01	GENERAL NOTES	06/12/2024			
02	GENERAL LAYOUT PLAN	06/12/2024			
03	GENERAL NOTES, MATERIALS & FABRICATIONS	06/12/2024			
04	SECTION THROUGH WALL	06/12/2024			
05	SECTION THROUGH CORNER & RISER DETAILS	06/12/2024			
06	SECTION DETAILS	06/12/2024			

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED UNDER MY SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA
LICENSE NO. RA-00778-X
EXPIRATION DATE: JUNE 30, 2025

DATE: 06/12/2024
SIGNATURE: [Signature]

THE FOLLOWING ITEMS WILL CONSIST OF DEFERRED SUBMITTALS:

* NONE



LOCATION MAP
NOT TO SCALE

REVISIONS	DATE
REGISTER FOR BID	06/12/2024

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS WITH THE DRAWING AND INFORMATION PROVIDED HEREON. ALL DIMENSIONS AND MATERIALS SHALL NOT BE CORRECTED OR CHANGED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

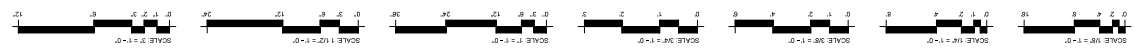
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS WITH THE DRAWING AND INFORMATION PROVIDED HEREON. ALL DIMENSIONS AND MATERIALS SHALL NOT BE CORRECTED OR CHANGED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.



COVER SHEET
WALL COVERING -
BOROUGH OF CHAMBERSBURG
CHAMBERSBURG, PA

DRAWN	RAM
CHECK	RFS
DATE	JUNE 12, 2024
DRAWING NO.	2304

SHEET: A0



REVISIONS	DATE
REGISTERED MAP	06/12/2024

CONTRACTOR SHALL VERIFY ALL
 LABOR REQUIREMENTS AND AREA
 START OF CONSTRUCTION ACTIVITIES

CONTRACTOR SHALL VERIFY ALL
 LABOR REQUIREMENTS AND AREA
 START OF CONSTRUCTION ACTIVITIES

CONTRACTOR SHALL VERIFY ALL
 LABOR REQUIREMENTS AND AREA
 START OF CONSTRUCTION ACTIVITIES

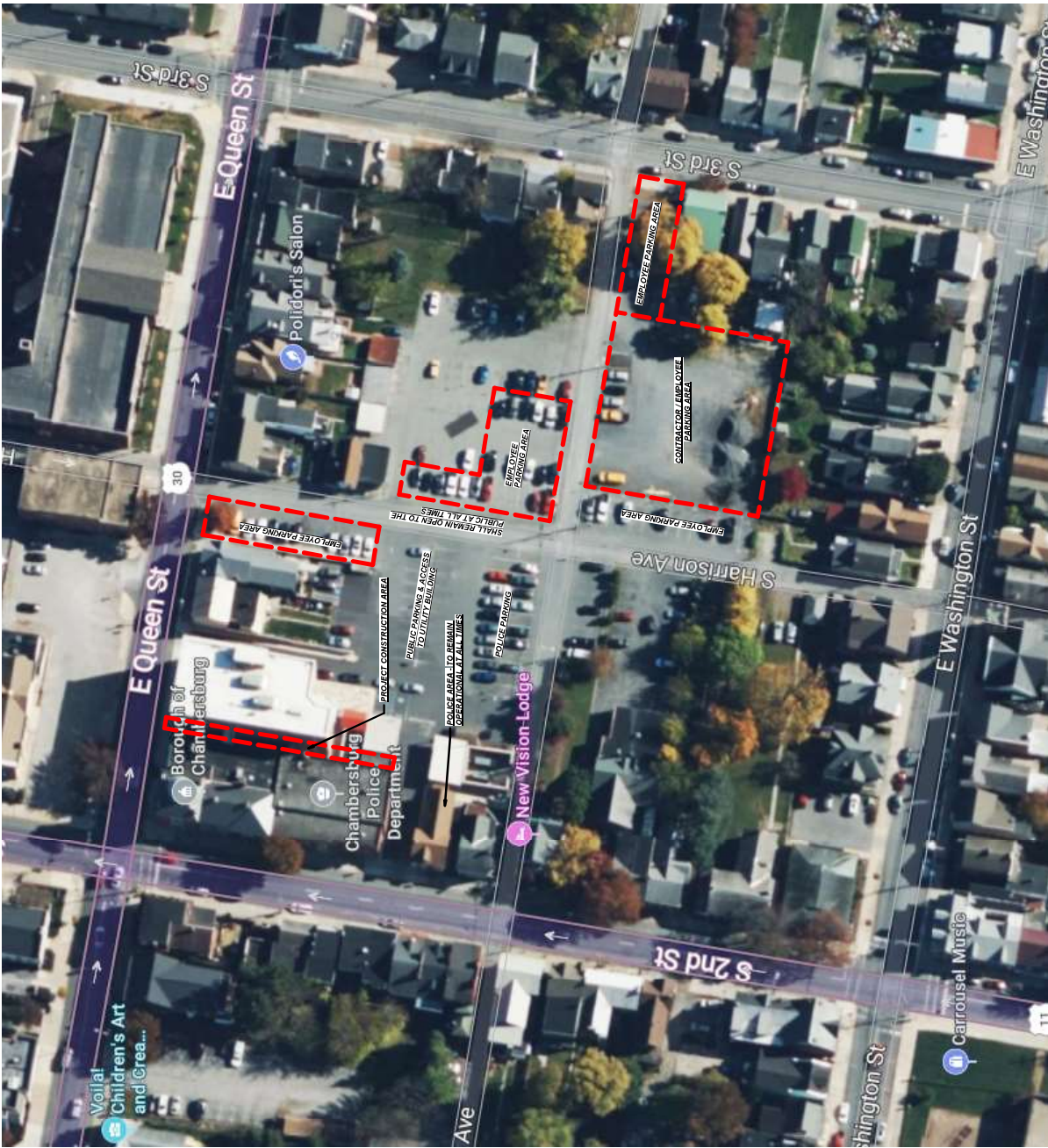
CONTRACTOR SHALL VERIFY ALL
 LABOR REQUIREMENTS AND AREA
 START OF CONSTRUCTION ACTIVITIES



WALL COVERING -
 CHAMBERSBURG BOROUGH
 CHAMBERSBURG, PA

DRAWN	RAM
CHECK	DPS
DATE	JUNE 12, 2024
PROJECT	23046

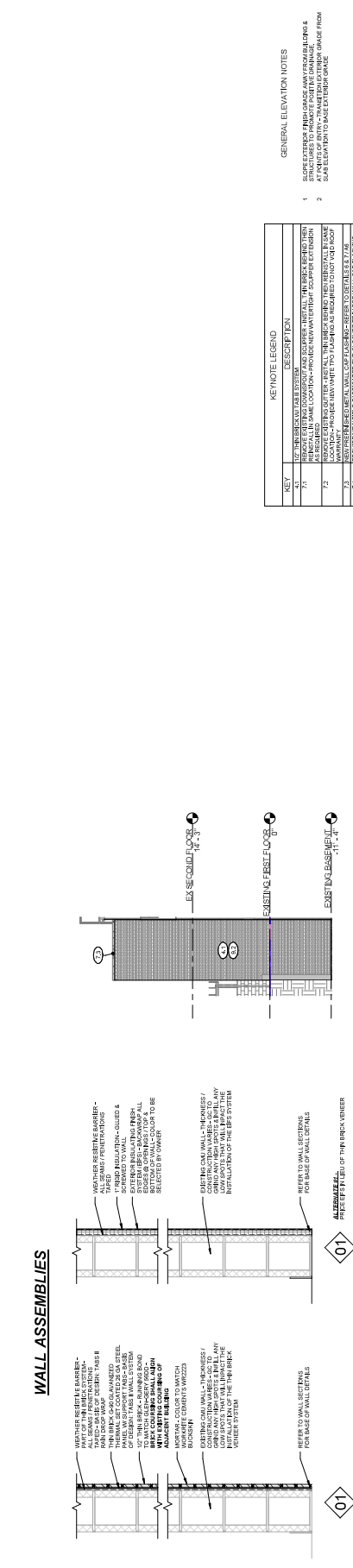
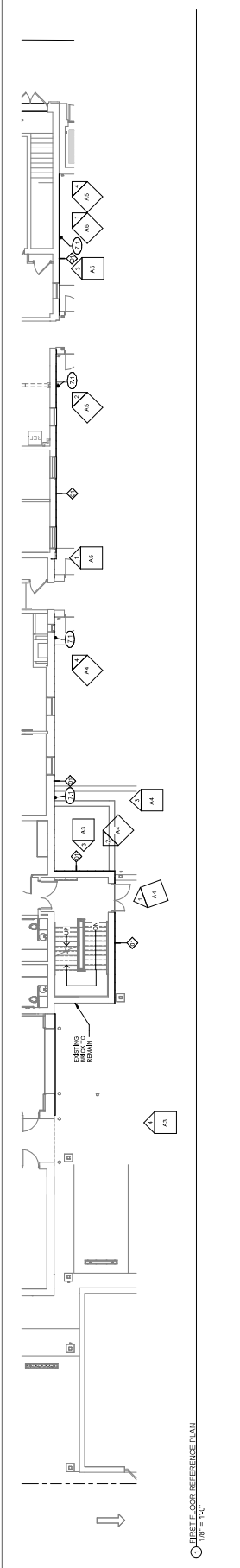
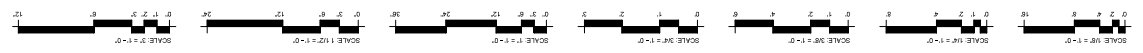
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CONTRACTOR TO COORDINATE
 LABOR REQUIREMENTS AND AREA
 START OF CONSTRUCTION ACTIVITIES

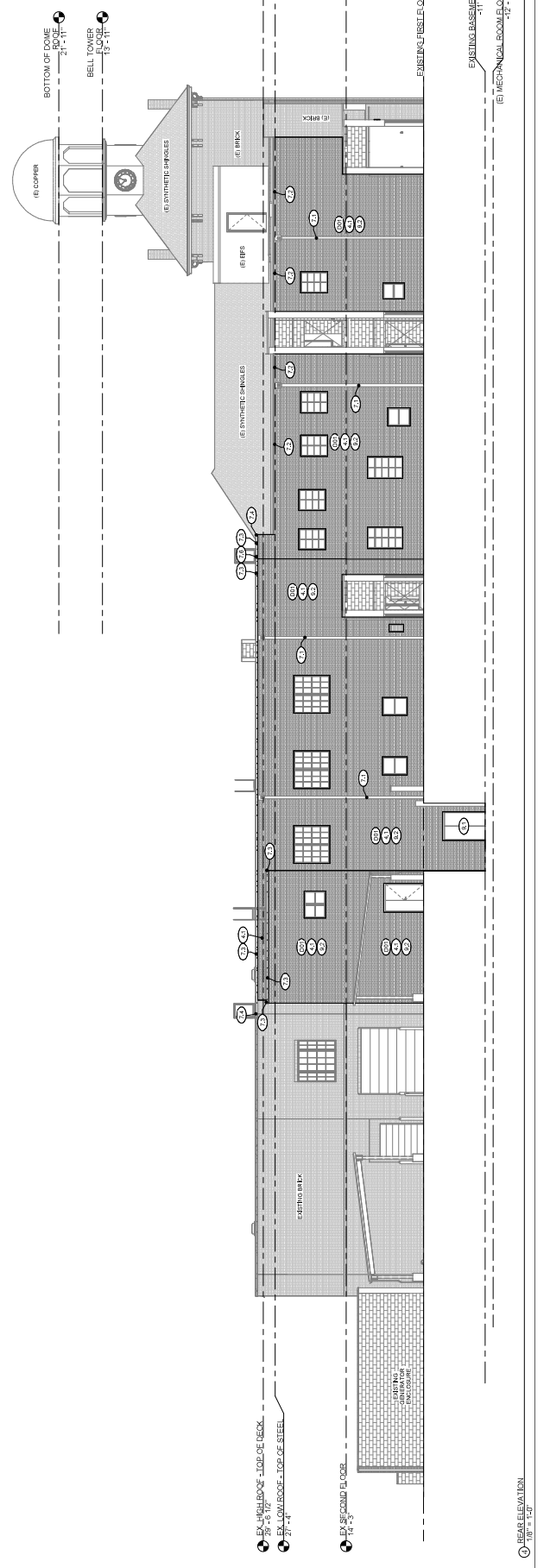
STAGING AREA LAYOUT PLAN
 NOT TO SCALE





REVISOR LEGEND

KEY	DATE	DESCRIPTION
R1	02-14-2024	ISSUE FOR PERMITS
R2	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R3	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R4	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R5	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R6	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R7	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R8	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R9	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R10	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R11	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R12	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R13	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R14	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R15	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R16	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R17	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R18	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R19	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R20	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R21	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R22	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R23	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R24	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R25	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R26	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R27	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R28	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS
R29	02-14-2024	REVISED TO ADD MATERIALS AND FINISHES
R30	02-14-2024	REVISED TO ADD WINDOW AND DOOR DETAILS



REVISIONS	DATE
1	02-14-2024

CONTRACTOR SHALL VERIFY ALL MATERIALS AND FINISHES ARE AS SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

SOME EXTERIOR FINISHES ARE PROHIBITED AT THIS LOCATION. ALL FINISHES MUST BE APPROVED BY THE ARCHITECT. ALL FINISHES MUST BE APPROVED BY THE ARCHITECT.



WALL COVERING - CHAMBERSBURG BOROUGH
 CHAMBERSBURG, PA
 PLAN & EXTERIOR ELEVATION

DRAWN	RAM
CHECK	RFS
DATE	JUNE 12, 2024
JOB NO.	23046

SHEET **A3**

REVISIONS	DATE
	06/12/2024

CONTRACTOR SHALL VERIFY ALL THE DRAWINGS AND INFORMATION AND SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

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WALL COVERING -
CHAMBERSBURG BOROUGH
CHAMBERSBURG, PA

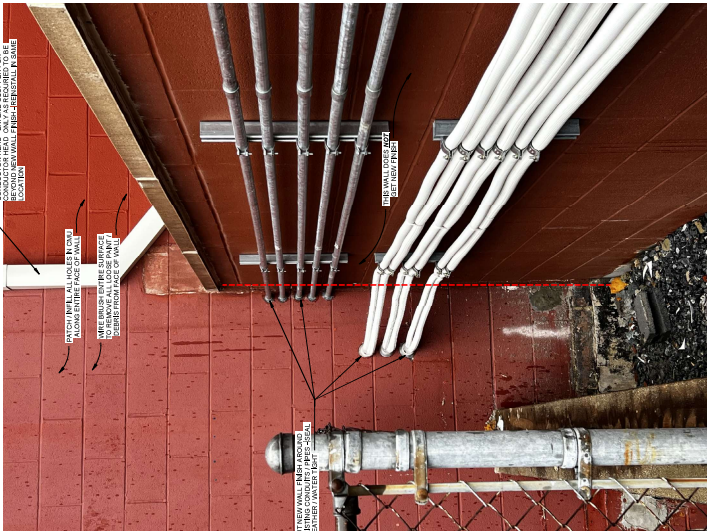
EXTERIOR PHOTOGRAPHS

DRAWN	RAM
CHECK	DPS
DATE	JUNE 12, 2024
JOB NO.	2308

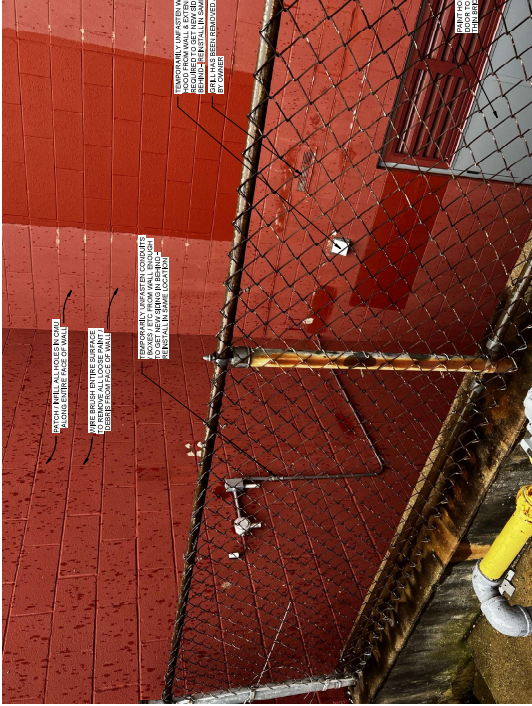
SHEET: **A4**



① EXTERIOR PHOTOGRAPH - 01
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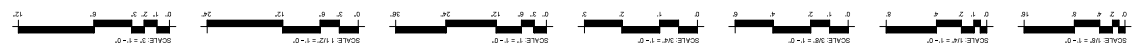
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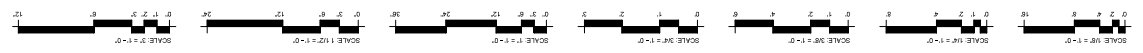


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④ EXTERIOR PHOTOGRAPH - 04
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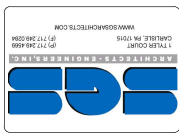
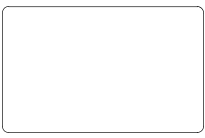
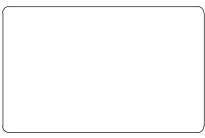




REVISIONS	DATE
REQUEST FOR BID	06/12/2024

CONTRACTOR SHALL VERIFY ALL THE DRAWINGS AND INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR CONFLICTS OF INFORMATION OF ANY KIND. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

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WALL COVERING - CHAMBERSBURG BOROUGH
CHAMBERSBURG, PA

DRAWN	RAM
CHECK	DFS
DATE	JUNE 12, 2024
DRAWING NO.	2024-001
SHEET	001

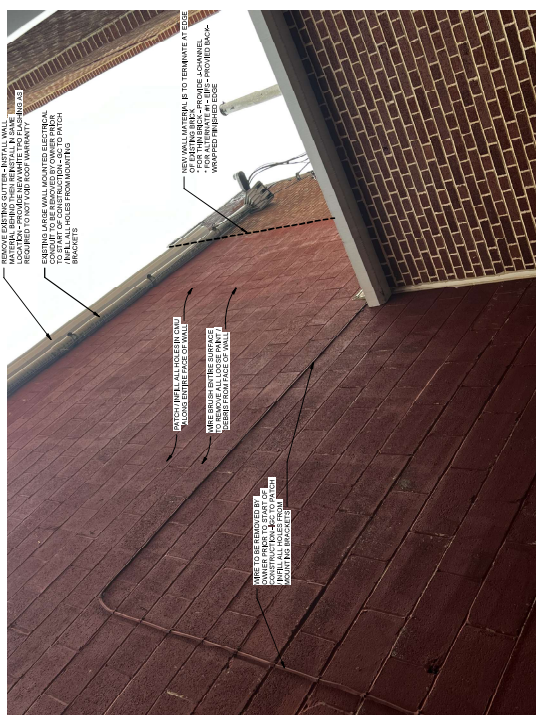
SHEET **A5**



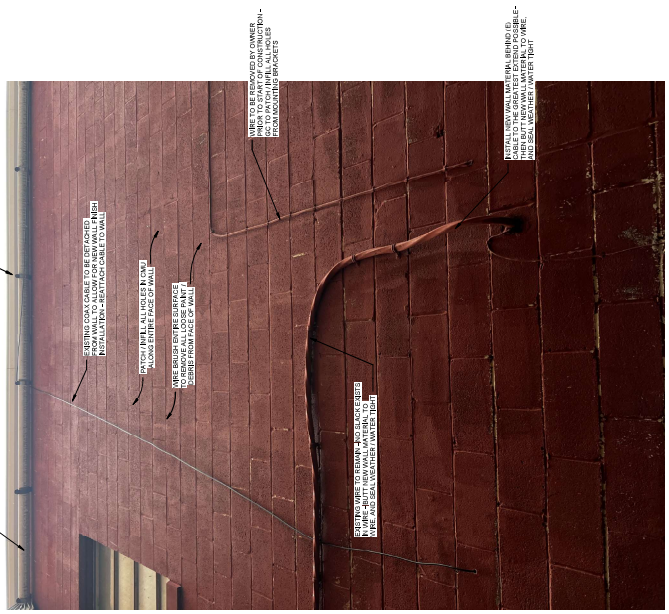
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EXTERIOR PHOTOGRAPH-07
NOT TO SCALE



EXTERIOR PHOTOGRAPH-08
NOT TO SCALE



EXTERIOR PHOTOGRAPH-09
NOT TO SCALE

REVISIONS	DATE
	09/20/2024

CONTRACTOR SHALL VERIFY ALL MATERIALS AND FINISHES ARE AS SHOWN ON THE DRAWINGS AND IN MATERIALS SPECIFICATIONS. ALL MATERIALS AND FINISHES SHALL BE COVERED BY A WRITTEN WARRANTY FROM THE MANUFACTURER. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. ALL MATERIALS AND FINISHES SHALL BE MATCHED TO THE EXISTING WALLS AND FINISHES.

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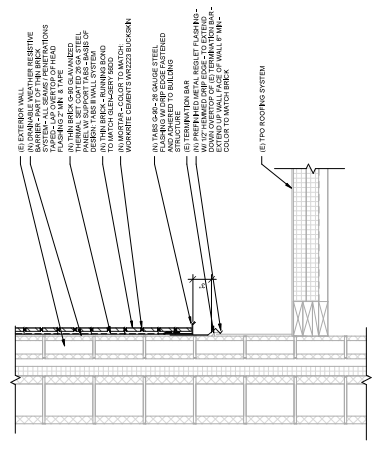


WALL COVERING - CHAMBERSBURG BOROUGH
DESIGNED BY: CHAMBERSBURG BOROUGH
DATE: JUNE 12, 2024
PROJECT NO.: 2308
SHEET: A6

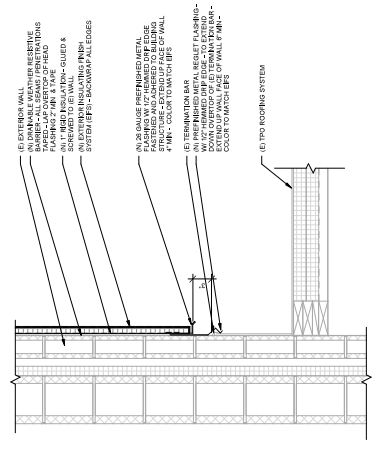
CHAMBERSBURG BOROUGH
MISC. DETAILS
EXTERIOR PHOTOGRAPHS &



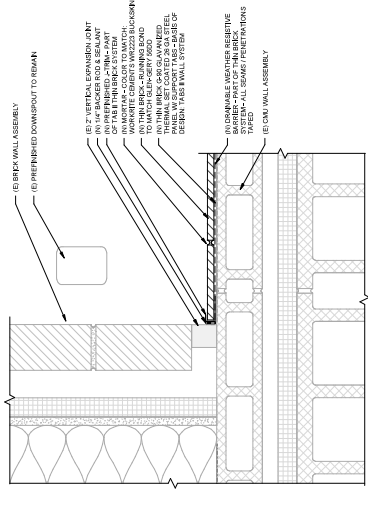
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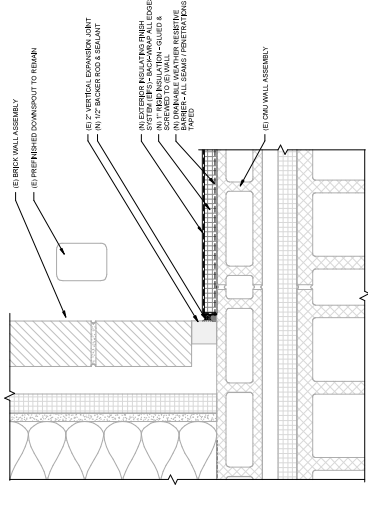
ELEVATING ROOF TO WALL DETAIL - THIN BRICK
1/2\"/>



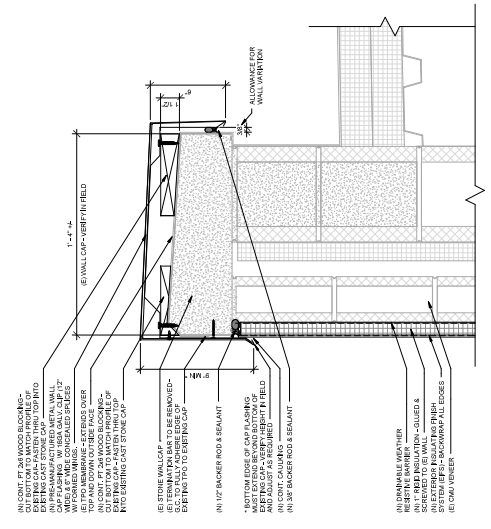
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1/2\"/>



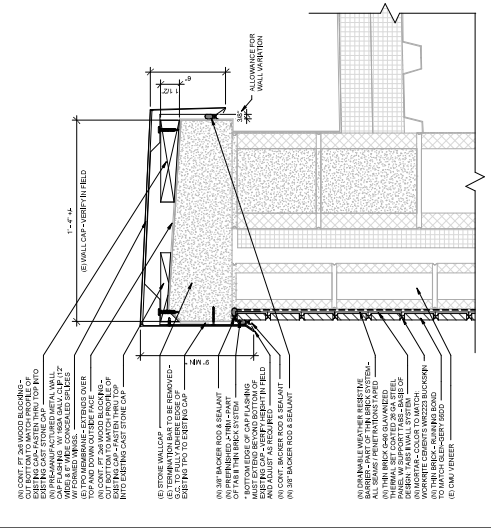
INTERIOR CORNER - PLAIN DETAIL - THIN BRICK
3/8\"/>



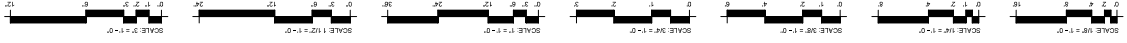
INTERIOR CORNER - ALTERNATE #1 - EEPS
3/8\"/>



WALL CAP DETAIL - ALTERNATE #1 - EEPS
3/8\"/>



WALL CAP DETAIL - THIN BRICK
3/8\"/>

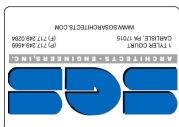


REVISIONS	DATE
REGISTER FOR BIM	09/10/2024

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS AGAINST THE DRAWINGS AND INFORMATION PROVIDED AND SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

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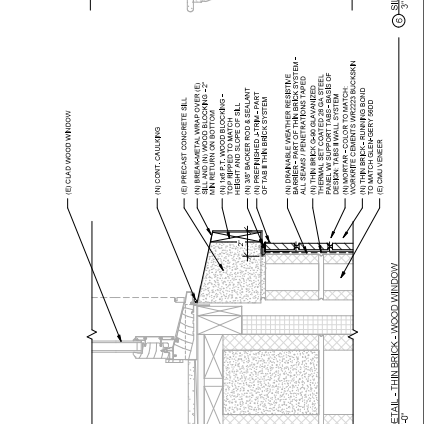
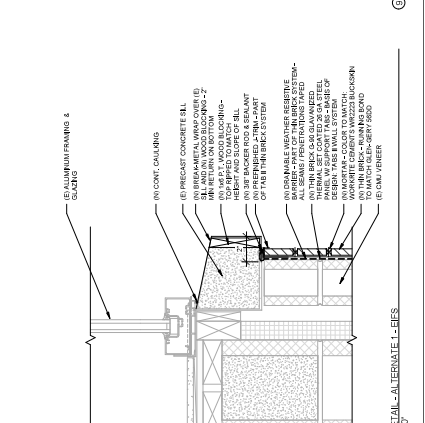
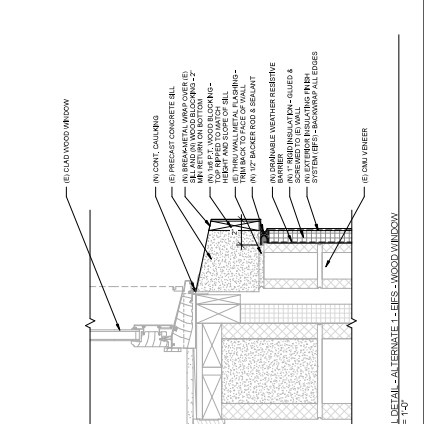
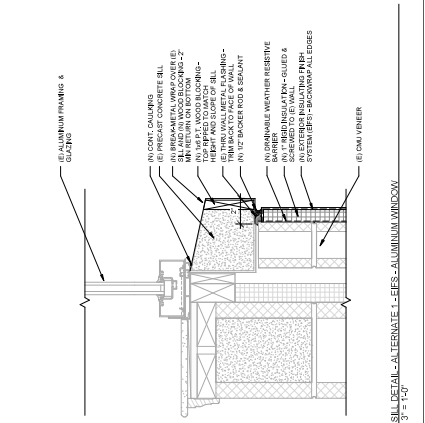
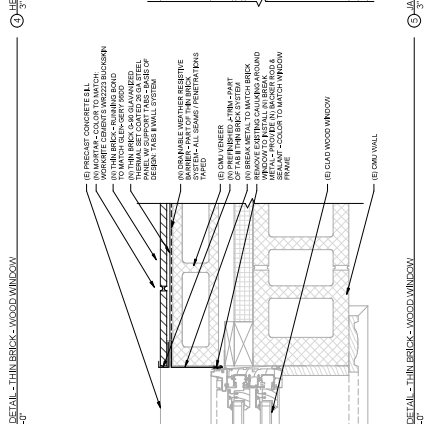
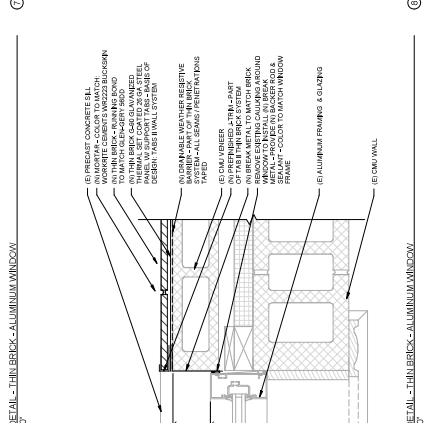
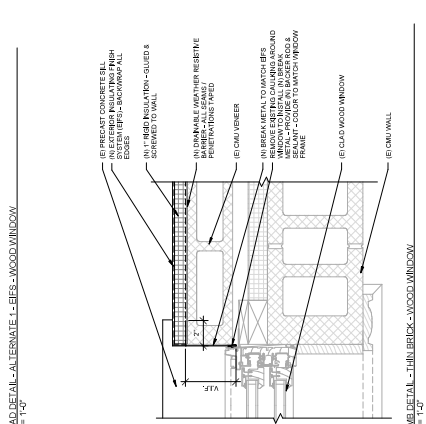
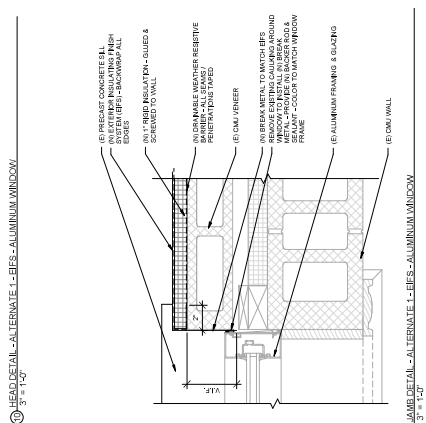
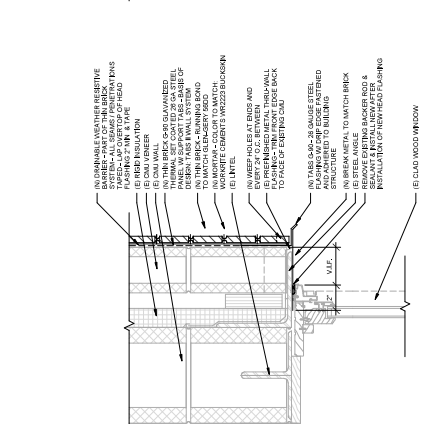
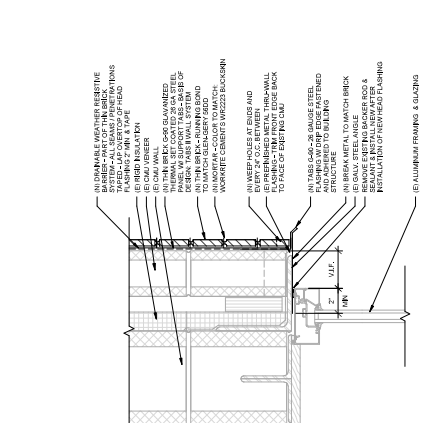
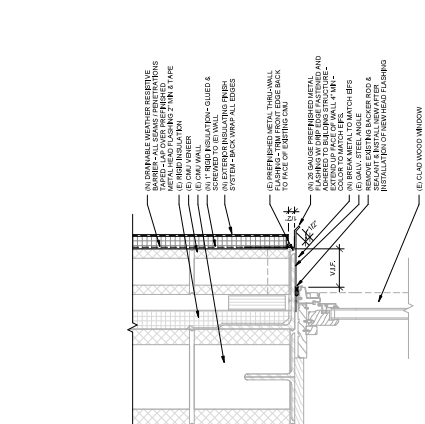
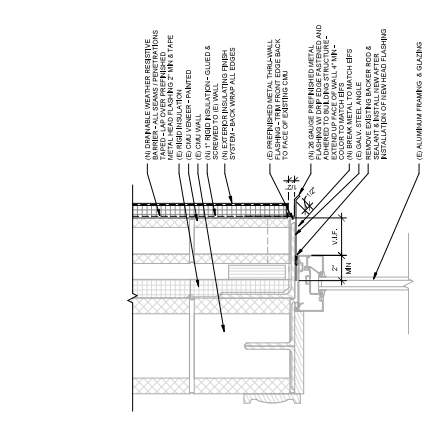
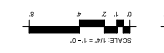
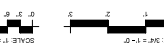
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WALL COVERING - CHAMBERSBURG BOROUGH
 ROOM NO. CHAMBERSBURG
 DRAWN: RAM
 CHECK: RPS
 DATE: JUNE 12, 2024
 DRAWING NO.: 23048

WINDOW DETAILS

SHEET: **A7**



**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Borough of Chambersburg Wall Cladding Project
General Description:	Finish an outside wall with either stucco or brick.
Project Locality	Borough of Chambersburg
Awarding Agency:	Borough of Chambersburg
Contract Award Date:	7/22/2024
Serial Number:	24-05951
Project Classification:	Heavy/Highway
Determination Date:	6/17/2024
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-05951 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.97	\$18.95	\$52.92
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Cement Masons	5/1/2024		\$33.80	\$22.80	\$56.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$38.75	\$27.03	\$65.78
Electricians	6/1/2025		\$38.75	\$30.87	\$69.62
Electricians	6/1/2026		\$38.75	\$34.71	\$73.46
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-05951 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-05951 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-05951 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$29.85	\$25.50	\$55.35
Laborers (Class 01 - See notes)	1/1/2024		\$32.10	\$25.50	\$57.60
Laborers (Class 01 - See notes)	1/1/2025		\$33.60	\$26.00	\$59.60
Laborers (Class 01 - See notes)	1/1/2026		\$34.60	\$27.00	\$61.60
Laborers (Class 02 - See notes)	1/1/2023		\$30.01	\$25.50	\$55.51
Laborers (Class 02 - See notes)	1/1/2024		\$32.26	\$25.50	\$57.76
Laborers (Class 02 - See notes)	1/1/2025		\$33.76	\$26.00	\$59.76
Laborers (Class 02 - See notes)	1/1/2026		\$34.76	\$27.00	\$61.76
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-05951 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.85	\$25.50	\$56.35
Laborers (Class 07 - See notes)	1/1/2024		\$33.10	\$25.50	\$58.60
Laborers (Class 07 - See notes)	1/1/2025		\$34.60	\$26.00	\$60.60
Laborers (Class 07 - See notes)	1/1/2026		\$35.60	\$27.00	\$62.60
Laborers (Class 08 - See notes)	1/1/2023		\$32.35	\$25.50	\$57.85
Laborers (Class 08 - See notes)	1/1/2024		\$34.60	\$25.50	\$60.10
Laborers (Class 08 - See notes)	1/1/2025		\$36.10	\$26.00	\$62.10
Laborers (Class 08 - See notes)	1/1/2026		\$37.10	\$27.00	\$64.10
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Class 01 - see notes)	1/1/2023		\$36.50	\$23.58	\$60.08
Operators (Class 01 - see notes)	1/1/2024		\$38.30	\$24.03	\$62.33
Operators (Class 01 - see notes)	1/1/2025		\$40.10	\$24.23	\$64.33
Operators (Class 02 -see notes)	1/1/2023		\$36.22	\$23.58	\$59.80
Operators (Class 02 -see notes)	1/1/2024		\$38.02	\$24.03	\$62.05
Operators (Class 02 -see notes)	1/1/2025		\$39.82	\$24.23	\$64.05
Operators (Class 03 - See notes)	1/1/2023		\$32.58	\$23.58	\$56.16
Operators (Class 03 - See notes)	1/1/2024		\$34.38	\$24.03	\$58.41
Operators (Class 03 - See notes)	1/1/2025		\$36.18	\$24.23	\$60.41
Operators (Class 04 - See notes)	1/1/2023		\$32.09	\$23.58	\$55.67
Operators (Class 04 - See notes)	1/1/2024		\$33.89	\$24.03	\$57.92
Operators (Class 04 - See notes)	1/1/2025		\$35.69	\$24.23	\$59.92
Operators (Class 05 - See notes)	1/1/2023		\$31.88	\$23.58	\$55.46
Operators (Class 05 - See notes)	1/1/2024		\$33.68	\$24.03	\$57.71
Operators (Class 05 - See notes)	1/1/2025		\$35.48	\$24.23	\$59.71
Operators Class 1-A	1/1/2023		\$39.50	\$23.58	\$63.08
Operators Class 1-A	1/1/2024		\$41.30	\$24.03	\$65.33
Operators Class 1-A	1/1/2025		\$43.10	\$24.23	\$67.33
Operators Class 1-B	1/1/2023		\$38.50	\$23.58	\$62.08
Operators Class 1-B	1/1/2024		\$40.30	\$24.03	\$64.33
Operators Class 1-B	1/1/2025		\$42.10	\$24.23	\$66.33
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-05951 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor (known herein as "Covered Entity"), sub-grantee, contractors, sub-contractors, suppliers, vendors, and professional service providers, agree(s) as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any grant agreement, subgrant agreement, contract, or subcontract, the Covered Entity, a sub-grantee, a contractor, a subcontractor, or any person acting on behalf of the Covered Entity shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Covered Entity, any sub-grantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. The Covered Entity, any sub-grantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Covered Entity, any sub-grantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- E. The Covered Entity and each sub-grantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Covered Entity and each sub-grantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Covered Entity, any sub-grantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth or Borough, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency, Borough, and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Covered Entity, any sub-grantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to sub-grantees,

contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.

- G. The Covered Entity's and each sub-grantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Covered Entity and each sub-grantee, contractor and subcontractor shall have an obligation to inform the Borough if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- H. The Borough may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Borough or granting agency may proceed with debarment or suspension and may place the Covered Entity, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

BIDDER AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Bid.

The undersigned Bidder hereby represents as follows:

- A. That he has carefully examined the Bid, the Contract, and the Specifications.
 - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Bid and the accompanying Contract or the compensation to be paid herein under.
 - C. That the Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud; and
 - D. That should this Bid be accepted by the Borough of Chambersburg, he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Bid Security, not as a penalty, but as a liquidated damage.
-

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the Bid process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the Bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____ :

County of _____ :

I state that I am, _____ of _____
(Title) (Name of Firm)

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

I state that:

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

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

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

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

(5) (Name of Firm) _____ its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last four (4) years, been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to Bid on any public contract, except as follows:

I state that _____ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by _____ (Name of Public Entity) in awarding the contract(s) for which this bid is submitted.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public
My Commission Expires:

(Date)

PROPOSAL

DATE _____

Project: Borough of Chambersburg Wall Cladding Project

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Borough of Chambersburg
100 S. Second Street
Chambersburg, PA 17201
Attn: Jamia Wright

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bid Documents to perform the Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Notice / Advertisement, Instructions to Bidders, and General Terms and Conditions, including without limitation those dealing with the disposition of Bid security, if applicable. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or up to 120 days if award is delayed by a required approval of a government agency, the sale of bonds or notes, or an award of a grant or grants for such longer period of time that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Bid Documents, that the Bidder has:

- A. examined and carefully studied the Bid Documents, including any Addenda, and the related data identified in the Bid Documents;
- B. become familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the Work;
- C. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bid Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and
- D. determined that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 4 - BASIS OF BID

4.01 Bidder will perform the Work as noted below in accordance with the Bid and Contract Documents (indicate quantity where none is currently given) at the following FIRM prices:

<u>Item No</u>	<u>Description</u>	<u>Bid Lump Sum Price in Figures (\$)</u>
1.	Thin Brick Panel System	\$ _____

TOTAL BID AMOUNT (LUMP SUM BASE BID) (words):

<u>Item No</u>	<u>Description</u>	<u>Bid Lump Sum Price in Figures (\$)</u>
Alternate #1	Polymer-Based Exterior Insulation and Finish System (EIFS)	\$ _____

TOTAL BID AMOUNT (LUMP SUM BASE BID) (words):

ARTICLE 5 — TIME OF COMPLETION

5.01 Bidder agrees that the performance of the Work will conform to the schedule set forth in the Agreement.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

- A. Proposal Bond;
- B. Required Non-Collusion Affidavit, Bidder Affidavit, and Non-Discrimination Affidavit; and
- C. Receipt of Addenda (if applicable)
- D. Required Pennsylvania Public Works Employment Verification Act Form.

Signature Appears on Following Page

The undersigned does further declare that the statements and representations made in this Bid are true in every respect and that said Bid is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Bid, or in any portion of the profits expected to accrue therefrom.

Company Name _____

Address _____

Signature _____

Printed Name _____

Address _____

Name of person familiar with bid

Phone number _____

Email _____

PROPOSAL BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF CHAMBERSBURG
100 South 2nd Street
Chambersburg, PA 17201

PROJECT

**BOROUGH OF CHAMBERSBURG WALL
CLADDING PROJECT**

Bid Date:

Project Identification:

General Construction

Contract Number and
Identification:

BOND

Date:

Amount:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Intent to Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Intent to Award, provided that the time for issuing Notice of Intent to Award shall not in the aggregate exceed 120 days from Bid opening date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid opening date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Bidder is a Partnership - All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

Type or print name below each signature.

NOTE: Substitute Proposal Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.

END OF PROPOSAL BOND

AGREEMENT

This Agreement made this _____ day of _____ 20____ (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WHEREAS the Borough has authorized the performance of certain Work in accordance with the Specifications hereto attached and made a part hereof; and

WHEREAS the Contractor has submitted to the Borough a Bid for

BOROUGH OF CHAMBERSBURG WALL CLADDING PROJECT

in conformity with the Bid Documents, including Specifications, hereto attached and made a part hereof; and

WHEREAS the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Bid.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Borough and the Contractor in consideration of the requirements, terms, and conditions of the said Specifications and the offers, promises, and representations made by the Contractor in said Bid, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

Article 1 - Basis of Agreement

The parties hereto recognize that any and all Bid Documents, as defined in the Instructions to Bidders and including the said Specifications and any Addenda (if released), plus the Bidder's Bid and required attachments, and any and all Written Amendment(s), Change Orders(s), and Notice to Proceed if issued after the Effective Date of this Agreement (hereinafter, the "Contract Documents"), are the basis of this Agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement which are not expressed in the Contract Documents or written in this Agreement.

Article 2 – Work

The Contractor agrees to perform the Work as included in the Bid and to faithfully perform and complete all Work connected therewith in full conformity with said Contract Documents, including the Specifications and Bidder's Bid, and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough in full settlement therefor, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications and Bid, which Bidder's Bid is attached hereto and incorporated herein by reference as Exhibit A.

Article 3 – Point of Destination

For all deliveries, the place where the Goods or other materials are to be delivered shall be known as the Point of Destination and shall be designated as follows unless otherwise changed by the Borough:

Borough of Chambersburg
Utility Building
100 S. 2nd Street
Chambersburg, PA 17201

Article 4 - Contract Times & Term

All times set forth for the completion of the Work is the essence of the Agreement. The contract shall begin on the Effective Date and terminate on January 31, 2025. The Contractor and Borough agree to mutually determine a project schedule for individual projects. To the extent provided in the General Terms and Conditions, relating to disputes, applicable provisions herein shall continue in effect after expiration or termination, including early termination prior to the standard expiration date of the term, to the extent necessary to enforce or complete the duties, obligations, or responsibilities arising prior to termination, repayment of any money due and owing to either party pursuant hereto, and indemnifications specified hereto.

Article 5 – Contract Price

The Borough shall pay the Contractor for performance of the Work in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

1 – The prices as stated in Contractor’s Bid for all Items as included herein in Exhibit A as referenced in Article 2 herein. Contractor shall be sensitive to the quantity of equipment and personnel used on a given job in order to complete it efficiently with the least number of chargeable units necessary.

Article 6 – Payment Procedures

The Contractor shall submit invoices in accordance with and subject to the payment provisions as indicated in the General Terms and Conditions, as provided in Contract Documents.

Article 7 - Independent Contractors

Any Work to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the Work to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor’s sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub- contractors perform the Work. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided written agreement to do so. The Contractor also hereby represents and warrants that it and any sub- contractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the Work as required pursuant to this Agreement.

Article 8 – Contractor’s Representations

In order to induce the Borough into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and any and all other related data as identified in the Bid Documents, including any technical data;
- B. Contractor is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the performance of the Work;
- C. Contractor is aware of the general nature of Work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents;
- D. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Bid Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- E. Contractor determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

Article 9 - Correction of Defective Work

Prompt notice of all defective Work of which the Borough has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 9. Contractor's obligations under this Article 9 are in addition to any other obligation or warranty. In exercising the rights and remedies under this Article 9, the Borough shall proceed expeditiously.

If the Work is defective, in the sole opinion of the Borough or if Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Borough may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Borough to stop the Work shall not give rise to any duty on the part of the Borough to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

Correction Period. If within one (1) year after the date of completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough' written instructions:

- repair such defective land or areas; or
- correct such defective Work; or
- if the defective Work has been rejected by the Borough, remove it from the Project and replace it with Work that is not defective, and
- satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article 9, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

If, instead of requiring correction or removal and replacement of defective Work, the Borough prefers to accept it, the Borough may do so.

If Contractor fails within a reasonable time after written notice from the Borough to correct defective Work, or to remove and replace rejected Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the Borough may, after seven (7) days written notice to Contractor, correct, or remedy any such deficiency.

All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Borough in exercising the rights and remedies under this Paragraph will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Borough shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses, and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

Article 10 - Applicable Law / Venue

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation, as set forth in the General Terms and Conditions, shall be in Franklin County Court of Common Pleas.

Article 11 - Entire Agreement / Amendments

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council’s approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

Article 12 - Force Majeure

The Borough, the Contractor, and sub-contractors shall not be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall result from matters that would not be reasonably foreseen by a Contractor exercising reasonable due diligence and/or care.

Article 13 - Non-Discrimination

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

Article 14 - Remedies

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

Article 15 - Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

Article 16 - Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

(SIGNATURES APPEAR ON FOLLOWING PAGE(S))

(If Contractor is an Individual)

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

(If Contractor is a Partnership - All General Partners Must Sign)

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

(If Contractor is a Corporation)

Attest:

	_____ Name of Corporation
_____ Signature of Secretary or Assistant Secretary	_____ Address of Principal Office
(Corporate Seal)	_____ State of Incorporation
	_____ Signature of President or Vice President

Attest:

BOROUGH OF CHAMBERSBURG

100 South 2nd Street
Chambersburg, PA 17201

Borough Secretary

Allen B. Coffman, President of Town Council

END OF AGREEMENT

PERFORMANCE BOND

CONTRACTOR (Name and Address): SURETY (Name and Address):

OWNER (Name and Address): **BOROUGH OF CHAMBERSBURG**
100 South Second Street
Chambersburg, PA 17201

AGREEMENT

Amount:

Project Identification

**BOROUGH OF CHAMBERSBURG WALL
CLADDING PROJECT**

Contract Identification:

General Construction

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Work. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.

4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or
 - 4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or
 - 4.3 Obtain Bids or negotiated bids from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Article 4 within fifteen (15) business days of Owner's satisfaction of the conditions of Article 3, or within twenty-four (24) hours after notice, where notice states that immediate action by the Surety is necessary to safeguard life or property, the Surety shall be deemed to be in default on this Bond three (3) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for:
 1. Completion of the Work.
 2. Correction of defective work during the one-year Correction Period, as defined in Paragraph 11 of the Agreement. The one-year Correction Period shall be extended for one year from the completion of the correction of defective work.
 - 6.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and
 - 6.3 Liquidated damages, or at the option of the Owner, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Work, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the Owner from all claims, suits, causes of action, and demands (including all costs of litigation and reasonable attorney fees), which are brought against Owner by Contractor or by any other party and which arise from or by reason of payment to the Surety of the Balance of the Contract Price.
9. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.
12. When this Bond has been furnished to Owner in compliance with the Public Works Contractor's Bond Law of 1967, 8 P.S. § 191 *et. seq.*, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law.
14. Definitions:
 - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
 - 14.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
 - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Contractor is a Partnership - All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Contractor is a Corporation)

ATTEST:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(CORPORATE SEAL)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

END OF PERFORMANCE BOND

PAYMENT BOND

CONTRACTOR (Name and Address): SURETY (Name and Address):

OWNER (Name and Address): **BOROUGH OF CHAMBERSBURG**
100 South Second Street
Chambersburg, PA 17201

AGREEMENT

Amount:

Project Identification:

**BOROUGH OF CHAMBERSBURG WALL
CLADDING PROJECT**

Contract Identification:

General Construction

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Article 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.
- 6.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 - 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or the Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant under this Section 6.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Work. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year

from the date (1) on which the Claimant gave the notice required by Paragraphs 4.2.3 or 4.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the front page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the front page.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions:

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Work. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Work, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Contractor is a Partnership - All General Partners Must Sign)

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

(If Contractor is a Corporation)

ATTEST:

	_____ Name of Corporation
_____ Signature of Secretary or Assistant Secretary	_____ Address of Principal Office
(CORPORATE SEAL)	_____ State of Incorporation
	_____ Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

END OF PAYMENT BOND

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(f).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(f).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must sign the certification or backup withholding will apply. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

******For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Receipt of Confirmation of Bid Documents

For

BOROUGH OF CHAMBERSBURG WALL CLADDING PROJECT

All prospective Bidders who obtained the Bid Documents electronically must either fax or email this "Receipt of Confirmation" form no later than 9:00 a.m. on Thursday, July 11, 2024 to:

Jamia L. Wright, Borough Secretary, at (717) 261-3240 or jwright@chambersburgpa.gov

The undersigned confirms receipt of all 112 pages of the Bid and contract documents dated June 24, 2024 for the project referenced above as posted electronically at <https://www.chambersburgpa.gov>

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____