SECTION 01410 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. This section specifies procedural and administrative requirements for the compliance with governing regulations and imposed codes and standards, including the obtaining of permits, licenses, inspections, releases and similar requirements associated with regulations, codes and standards. "Regulations" is defined to include those rules, conventions and agreements within the construction industry which effectively control the performance of the work, regardless of whether lawfully imposed by governing authority.

B. Refer to the General Conditions and Statutory Requirements for requirements related to the compliance with governing regulations.

1.2 RELATED REQUIREMENTS

A. General Conditions

B. Section 01420 - REFERENCES

1.3 STANDARDS

A. Except to the extent more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith.

1. Referenced standards, referenced directly in the Contract Documents or by governing regulations have precedence over non-referenced standards which are recognized in the industry for applicability to the work.

2. Non-referenced standards are hereby defined to have no particular applicability to the work, except as a general measurement of whether work complies with standards recognized in the construction industry.

B. Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.

C. Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels, implement the requirement which is of greater quality.

D. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In

complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Construction Manager for a decision before proceeding.

E. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

1.4 GOVERNING REGULATIONS/AUTHORITIES

A. The procedure followed by the Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing the Contract Documents, recognizing that such information may or may not be of significance in relation to the Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on the performance of the work. Advise the Construction Manager of any and all changes.

1. Copies of Correspondence: During preparation of Contract Documents, the Architect/Engineer may have maintained a file of correspondence with governing authorities. This file may therefore be available at the A/E office for reference by bidders/contractors.

B. The Contractor shall observe all laws and regulations, pertaining to his work including regulations of the Department of Labor and Industry, the Department of Health, and any other local laws or ordinances, and shall furnish as required, any permits, licenses, and certificates and pay any fees incidental thereto.

C. The Contractor shall comply with all applicable tax laws and shall pay for all permits, fees, and notices required in the performance of the work. The Contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules, and orders of any public authority bearing on the performance of the work. The Contractor shall be responsible for the acts and/or omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

D. The Contractor shall comply with all applicable, laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain as required by existing conditions and progress of the work, until the acceptance of the completion of their portion of the project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities. In no event shall Owner have control over or be responsible for acts or omissions of the Contractor. At all times shall Contractor be the controlling employer responsible for the safety programs and precautions applicable to its own Work and the activities of other's work in areas designed to be controlled by Contractor. Contractor shall control the activities of its employees and any other persons or entities for whom Contractor is responsible. Contractor shall be liable for each hazardous condition which Contractor either creates or controls, whether or not the persons exposed to the hazard are the Contractor's employees or agents.

E. In the event an action is undertaken against the Owner or the Construction Manager for violations of law as a result of conditions allegedly created or controlled in whole on in part by Contractor or its sub-contractors, regardless of their, or any other person or entity for whom Contractor is responsible, Contractor shall defend, indemnify and hold harmless the Owner and Construction Manager from any and all costs on damages which may be assessed as the result of such action, including attorney's fees and disbursements incurred in the defense and/or appeal of such action.

1.5 CODES AND REGULATIONS

A. The Contractor shall comply with all Federal, State and Local codes and ordinances including, but not limited to, the following:

1. 2003 Edition of International Building Code, and the locally adopted amendments, including Plumbing and Electrical codes.

2. Pennsylvania Department of Labor and Industry "Building Regulations for Protection from Fire and Panic".

3. NFPA - National Fire Protection Association.

4. NEC - National Electrical Code

5. EPA - Environmental Protection Administration

B. The Contractor for the work hereunder shall be totally responsible for compliance with regulations established under the Federal Occupational Safety and Health Act of 1970 including agreements with the U.S. Department of Labor and the Commonwealth of Pennsylvania under the State plan section of the act and any applicable amendments or revisions thereof whether associated with the furnishings or equipment and/or systems, the furnishing and installation of the equipment and/or systems, the construction of facilities, the performance of services or any other similar contractual relations.

C. The Contractor shall be responsible and shall indemnify and hold harmless the Owner and Construction Manager for any violations of the Regulations including payment of costs involved with correction of violations, hearing or appeal procedures, claims and/or fines associated with said violations.

1.6 REGULATIONS GOVERNING ASBESTOS

A. Should material known or suspected to contain asbestos be encountered, the Contractor shall cease operations in that area and notify the Owner's representative or Construction Manager immediately. In this event, the Owner will:

1. Restrict or deny access to all or part of the site if deemed necessary for protection of workers and occupants during testing and removal operations.

2. Have material tested to verify presence or absence of ACM if such testing has not previously been performed.

3. If ACM is present, contract to have the material removed by a qualified contractor in accordance with the latest applicable statues and regulations of the Commonwealth of Pennsylvania and the latest rules and regulations of the United States Environment Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work.

B. Should asbestos material be encountered on the job, each contractor shall comply with all of the latest statutes and regulations of the Commonwealth of Pennsylvania and all of the latest rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work and the disposal of material asbestos. Particular attention is drawn to Code of Federal Regulations, Title 40, Part 61, "Section 112 of Clean Air Act".

> "Each contractor shall comply fully with the latest regulations of OSHA as they pertain to the protection of workers exposed to the emission of asbestos fibers and shall take all steps necessary to protect his employees, as well as all other people engaged in the building, from exposure to asbestos fibers resulting from his work."

1.7 SUBMITTALS

A. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon the performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION