

Project Manual

Volume 1



Prepared for:

West Whiteland Township

101 Commerce Drive
Exton PA, 19341

Project:

**New Construction of:
Public Works Facility**

121 Valley Creek Boulevard
Exton, PA 19431

Prepared by:

SCHRADERGROUP

161 Leverington Avenue, Suite 105
Philadelphia, Pennsylvania 19127

Bid Documents: 05 July 2023

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SECTION 000003 - LIST OF DRAWINGS

The List of Drawings indicated on the Drawing Cover Sheet form a part of this Contract, as set forth in the accompanying Conditions of the Contract for Construction.

ADDITIONAL DIGITAL DATA FILES

Non-editable version of the Building Information Model (BIM) for visualization use only. NOT TO BE USED FOR BIDDING PURPOSES. This model is being made available upon request as an example of the final Coordination BIM digital data files the Architect will furnish to Contractor for use in preparing the coordination BIM.

END OF SECTION 000115

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SECTION 001113 – BID ADVERTISEMENT

Contractors are invited to submit SEALED BIDS for the **New Construction for West Whiteland Public Works Facility**.

BIDS ARE INVITED ON A LUMP SUM BASIS FOR THE FOLLOWING CONTRACTS: General Construction, Civil Construction, Plumbing Construction, Mechanical Construction, Electrical Construction and Fire Suppression Construction.

Sealed bid proposals will be received until 1:00 p.m. on Thursday, August 31, 2023, through the PENNBID website. Faxed bids will not be accepted. The bids will be opened virtually at the West Whiteland Township Building via the PENNBID website and made available to the public. Results will be posted on the PENNBID website.

A Pre-bid conference will be held at 9:00 a.m. on Thursday, August 10, 2023. Bidders will meet in the main conference room at the West Whiteland Township Building, 101 Commerce Drive, Exton, PA 19341.

PRIME CONTRACTORS can obtain Contract Documents by visiting PENNBID, pennbid.procureware.com:

1. Payments assessed only to Bidders awarded contracts.

Bidders may access documents beginning **August 3, 2023**.

Questions shall be submitted in writing by email and should be directed to: SCHRADERGROUP Architecture, Attn: Courtney Anspach at publicworksfacility@westwhiteland.org. Questions submitted after close of business on August 24th will not be addressed.

Anticipated Project Schedule

Construction Start Date:	September 30, 2023
Substantial Completion Date:	September 20, 2024
Final Completion:	November 30, 2024

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SECTION 002000 – INSTRUCTIONS TO BIDDERS AIA A701

This is a SAMPLE AIA Document: There is no implied permission to reproduce this document. The original document purchased by the user is intended to be consumed in the course of this project.

This section contains eight (8) pages, not including this cover page.

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DRAFT AIA® Document A701™ - 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

New Construction of West Whiteland Township Public Works Facility

THE OWNER:

(Name, legal status, address, and other information)

West Whiteland Township (WWT)
Public Works Facility
121 Valley Creek Boulevard
Exton, PA 19341

THE ARCHITECT:

(Name, legal status, address, and other information)

SchraderGroup Architecture, LLC
161 Leverington Avenue, PA 19127
Suite 105

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Submit Requests for clarification in writing to Courtney Anspach at publicworksfacility@westwhiteland.org.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Addenda will be issued through Penn Bid,

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

Reference AIA document A310-2010

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall

affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 1 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Bids shall be submitted via Penn Bid.

~~§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.~~

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

The Bid Bond will be returned once the contract has been successfully rebid.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
96 Drawings	Bid Documents	07/05/23

.6 Specifications

Section	Title	Date	Pages
3 Volumes	Bid Documents	07/05/23	

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 002100 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Architect:
SCHRADERGROUP architecture LLC
161 Leverington Avenue, Suite 105
Philadelphia PA 19127

Owner:
West Whiteland Township
101 Commerce Drive
Exton, PA 19341

To be considered, Bids must be made in accordance with the Instructions to Bidders as amended by these Supplemental Instructions to Bidders.

1. **DOCUMENTS:**

- A. Bona fide Prime Bidders may obtain a complete set of Drawings and Project Manual from the sources indicated in the Bid Advertisement, Section 001113.
- B. PRIME CONTRACTORS can obtain Contract Documents through PennBid website: www.pennbid.procurement.com/home.

2. **EXAMINATION:**

- A. Bidders shall **CAREFULLY EXAMINE** the Documents and the construction Site to obtain first-hand knowledge of existing condition and limitations. **FAILURE TO VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME**, nor will extra payment requests be considered for conditions which could have been determined by examination of the Site and Documents. All site visits shall take place on the dates and times established by the Owner, and as described in the pre-bid meeting.

3. **QUESTIONS:**

- A. Submit all questions about the Drawings and Project Manual to the Architect, in writing. Written replies will be issued to all Prime Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract Documents. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the issue. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings. **CONTRACTOR SHALL NOT RELY, NOR BE ENTITLED TO RELY, UPON ORAL CLARIFICATIONS MADE BY THE ARCHITECT.** All questions shall be presented as set forth herein and Contractor shall rely only upon written addenda by the Architect in response to the question(s) presented. Questions received less than five (5) working days before the bid opening shall not be answered.

4. **PRE-BID SUBSTITUTIONS:**

- A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified; however, no pre-bid substitutions shall be considered.

5. **BASIS OF BID:**

- A. The Bidder must include any Alternates and Unit Price Items as may be shown on the Bid Form. Failure to comply may be cause for rejection of Bid. Failure to address an alternate shall be considered the same as no change.
- B. No combination of Bids or assignments will be considered unless so noted in the bidding documents.
- C. Failure to acknowledge any addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

6. **PREPARATION OF BIDS:**

- A. Bids shall be made on unaltered **BID FORMS**. Fill in all blank spaces and submit on PennBid.

Bids shall be signed in ink with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. ALL UNSIGNED BIDS SHALL BE REJECTED.

7. **BID SECURITY:**

- A. Bid Security shall be made payable to the Owner, in the amount of 10 percent (10%) of the Base Bid sum. Security shall be either CERTIFIED CHECK, BANK CASHIERS CHECK or BID BOND issued by the Surety licensed to conduct business in the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.
- B. The successful bidder's Security will be retained until the successful bidder has signed the Contract and furnished the required PAYMENT and PERFORMANCE BONDS. The Owner reserves the right to retain the Security of the next three (3) lowest bidders until the lowest Bidder enters into a Contract or until sixty (60) days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain its Bid Security as liquidated damages, but not as a penalty.
- C. The Bid Security is to be submitted and attached to the BID FORM at the time of submission of Bids.

8. PERFORMANCE BOND AND PAYMENT BOND:

- A. Furnish and pay for Bonds covering faithful performance of the Contract and payment of all obligations arising there under. Furnish Bonds in the amount of 100% of Bid sum and in such form as the Owner may prescribe and with Surety Company acceptable to the Owner. The bond cost must be included in the bid amount.
- B. The Contractor shall deliver said Bonds to the Owner prior to executing the agreement. Failure or neglecting to deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.
- C. Each such Performance and Payment Bond shall be executed by a surety legally authorized to do business in the Commonwealth of Pennsylvania.
- D. Each such Performance and Payment Bond shall be obtained from a company having a minimum rating of "A-" or above in the Best Key Rating Guide, latest edition. The amount of the Bond shall be exclusively for this project and not a shared pool with other projects.
- E. The surety company executing any such Bond must be included in the listing of acceptable sureties as listed in the Treasury Department Circular 570, as most-currently revised, and the amount of such Bond shall not exceed the underwriting risk for such surety as set forth in the above-referenced Circular or revision thereof.
- F. In the event the Owner terminates the Contract with the Contractor, and it is determined that the Contractor has forfeited the Performance Bond, the Owner reserves the right to disapprove the surety's use of the terminated Contractor to complete the Project.

9. NO-LIEN

- A. This is property of a public Owner and, as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.

10. SUBMITTAL:

- A. Submit Bids on the PennBid website referenced above.
- B. Submit Bids in accordance with the INVITATION TO BID.

12. MODIFICATION AND WITHDRAWAL:

- A. Bids may not be modified after submittal. Bidders may withdraw Bids at any time up to the scheduled time for opening of bids.

- B. Except as provided in 72 P.S. § 1602 as amended, no bid may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for sixty (60) days or as provided by law.

13. **DISQUALIFICATION AND REJECTION OF BIDS:**

- A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.

14. **OPENING BIDS:**

- A. Bids will be opened the West Whiteland Township Building and made available to the public as announced in the **INVITATION TO BID**.

15. **AWARD**

- A. The Contract will be awarded on the basis of the lowest responsive base bid, including full consideration of any combination of alternates at the discretion of the Township as may appear on the Bid Form.
- B. **The lowest responsive bid will be comprehensive and include all costs necessary for the completion of the Work.**

16. **EXECUTION OF CONTRACT:**

- A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.
- B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract above and beyond that to be submitted in the Contractor Qualification statement with the bid.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared, upon written notice of Bid acceptance, **to commence work within ten (10) days** following receipt of official written order from the Owner to proceed, or on date stipulated in such order.
- D. The accepted Contractor shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and **within five (5) days** following its presentation shall execute same and return it to the Owner.

18. **TIME OF COMPLETION:**

- A. The Contractor shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions and carry the Work forward expeditiously to achieve **Substantial Completion** of each phase on or before the date.
- B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, contractor waives any right to claim that it has been accelerated.
- C. Should the Contractor fail to complete the work in accordance with the Contract Documents, the Contractor shall be liable to the Owner for the sum of \$1,000.00 daily, assessable as liquidated damages and not as a penalty.
- D. This schedule of completion of the Work shall be considered of the essence of the Contract, and for the cost of extra inspections, salaries of contingent forces, and other expense incurred by the Owner resulting from the Contractor's delay in completing the work of the Contract within the Contract Time, the Owner shall be entitled to liquidated damages, and not a penalty, for each calendar day that the Work is not substantially complete, subject to adjustments of the Contract Time as provided in the General Conditions. Liquidated damages are necessary, in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.
- E. Coordination of the Work is essential to timely completion of the project within the scheduled plan therefore it is critical that the Superintendent or Project Manager for the Prime Contractor be at each regularly scheduled project meeting. The Prime Contractor shall be assessed a sum of \$100.00 for each scheduled project meeting missed by their designated Superintendent or Project Manager.

19. **GOVERNING LAWS AND REGULATIONS:**

- A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.
- B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):

The Contractor is required to promptly perform all reporting and recording as required by said Act.
- C. PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:

The Contractor will be responsible for complying with Pennsylvania Act 287, commonly known as the "**CALL BEFORE YOU DIG ACT**". Excavation or digging Contractors may learn the utilities and authority Owners by calling **1-800-242-1776** statewide prior to work. One call locates utility lines and the utilities are notified.

D. COMPLIANCE WITH HUMAN RELATIONS ACT:

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, Et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

E. PENNSYLVANIA PREVAILING WAGE ACT 442:

1. *The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of the Department of Labor and Industry which must be paid to the workmen employed in the performance of the Contract.*

The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

2. *The contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in this Section.*
3. *The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.*
4. *The contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.*
5. *The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.*

6. *The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.*
7. *The Contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:*
 - a. *Name of project.*
 - b. *Name of public body of which it is being constructed.*
 - c. *The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.*
 - d. *The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.*
 - e. *A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.*
8. *The Contract shall provide that the Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours*

to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representatives.

9. *The Contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.*
10. *Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.*
11. *Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.*
12. *The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.*
13. *The provisions of the Act and these Regulations shall be incorporated by reference in the contract.*

F. PUBLIC WORK EMPLOYMENT VERIFICATION (as cited on the Pennsylvania Department of General Services website)

1. The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ('the Act') which required all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States.

The Department defines a "Public Work" to be construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000) but shall not include work performed under rehabilitation or manpower training program.

The Department of General Services' Public Works Employment Verification Compliance Program is responsible for the administration, education and enforcement of the Public Works Employment Verification Act 127 of 2012. It provides contractors and subcontractors with educational outreach, conducts investigations when complaints are received and random audits to ensure compliance with the requirements of this Act.

Please direct all your questions to the Public Works Employment Verification Compliance Office

Mail: Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th & Herr Streets
Harrisburg, PA 17125

Telephone: 717-214-3668
Fax: 717-214-3669

G. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:

Contractor, at its own expense, shall conform to the nondiscrimination policies and plans required by the Contract Documents, the laws of the Commonwealth of Pennsylvania according to 62 PA.C.S.A 53701 and all other laws applicable to the Project.

1. In the hiring of employees for the performance of Work under the contract or any subcontract, no Contractor, Subcontractor, or any person acting on behalf of the Contractor, shall, by reason of gender, race, creed, religion, color, discriminate against any citizen of this Commonwealth who is qualified and available to perform Work to which the employment relates.
2. No Contractor or Subcontractor, or any person on their behalf shall, in any manner discriminate, against or intimidate any employee hired for the performance of Work on Contract on account of gender, race, creed, or color
3. The contract may be cancelled or terminated by the Government Agency and all money due or to become due under the contract may be forfeited for a violation of terms or conditions of that portion of the contract.

4. Unless exempted by law, Contractor shall include the requirements of this section in every sub contracted or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.
5. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Architect and Owner in writing of the proposed modification. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising there from. No modification shall be implemented by Contractor until it receives written consent from the Architect. Nothing herein shall be construed to make the Owner, Architect or Contractor responsible for conformance of the Architect's design to ADA requirements.
6. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Architect and/or Owners designated project representative, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.
7. This Contract may be cancelled or terminated by the Township and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

H. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

I. STANDARD OF QUALITY

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. In general it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard, except where listed without

the following clause. When proprietary names are used, they shall generally be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to the bidder, the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost."

J. PROHIBITION OF CASH ALLOWANCES

Cash allowances are prohibited.

END OF SECTION 002100

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SECTION 004116 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 1

CONTRACT NAME: General Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all General Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

UNIT PRICES: OWNER shall make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the Bid. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owner's opinion, the nature or quantity of the Work encountered is such that the Unit Price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract, to perform the services required. **The responsiveness of the Bid, and if the Bid is responsible, may be determined by the Owner on the basis of the Unit Prices proposed by the Bidder. Unit Prices shall be consistent with verifiable average costs for the Work to be performed. Bidders agree that a Bid may be rejected if the Unit Prices submitted are inconsistent with**

the average cost. Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental costs necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT to the Contract cost where appropriate. The Bidder agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, the Material Allowance extension shall be recalculated

UNIT PRICE 1: BIDDER agrees to provide 4'-0" x 8'-0" plywood panel:

\$ _____ **per panel**

UNIT PRICE 2: BIDDER agrees to provide Metal Building Manufacturer's standard interior liner panel at an 8'-0" typical height:

\$ _____ **per panel**

UNIT PRICE 3: N/A

\$ _____ **per cubic yard**

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ Seal

WITNESS

_____ Seal
Partner

_____ Seal
Partner

_____ Seal
Partner

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF GC BID FORM 004116

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SECTION 004117 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 2

CONTRACT NAME: Civil Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all General Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

UNIT PRICES: OWNER shall make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the Bid. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owner's opinion, the nature or quantity of the Work encountered is such that the Unit Price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract, to perform the services required. **The responsiveness of the Bid, and if the Bid is responsible, may be determined by the Owner on the basis of the Unit Prices proposed by the Bidder. Unit Prices shall be consistent with verifiable average costs for the Work to be performed. Bidders agree that a Bid may be rejected if the Unit Prices submitted are inconsistent with**

the average cost. Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental costs necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT to the Contract cost where appropriate. The Bidder agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, the Material Allowance extension shall be recalculated

UNIT PRICE 1: N/A

\$ _____ **per panel**

UNIT PRICE 2: N/A

\$ _____ **per panel**

UNIT PRICE 3: BIDDER agrees to provide satisfactory engineered soils with proper compaction. (ADD/DEDUCT cost):

\$ _____ **per cubic yard**

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address:_____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF CC BID FORM 004117

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SECTION 004118 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: _____ **3**

CONTRACT NAME: Plumbing Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all Plumbing Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)

(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURES

SCHRADERGROUP architecture LLC
Philadelphia, Pennsylvania
SGA Project: 21.037

BID FORM
004118 - Page 5

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

Seal

WITNESS

Partner Seal

Partner Seal

Partner Seal

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF PC BID FORM 004118

SECTION 004119 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 4

CONTRACT NAME: Mechanical Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all Mechanical Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)

(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF MC BID FORM 004119

SECTION 004120 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 5

CONTRACT NAME: Electrical Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility.**

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____**Seal**

WITNESS

_____ **Seal**
_____ **Partner**

_____ **Seal**
_____ **Partner**

_____ **Seal**
_____ **Partner**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF EC BID FORM 004120

SECTION 004121 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 6

CONTRACT NAME: Fire Suppression Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____**Seal**

WITNESS

_____ **Seal**
Partner

_____ **Seal**
Partner

_____ **Seal**
Partner

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)
_____ (Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF FSC BID FORM 004121

SECTION 004200 – BID ATTACHMENTS

The following documents must be completed and attached to all bids:

1. Non-Collusion Affidavit
2. Bid Bond (AIA A310 – 2010)
3. Contractor Qualification Statement (AIA A305 – 2010)
4. Contractor Integrity
5. Non-Discrimination Clause
6. Commonwealth of PA – Public Works Employment Verification Form

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SECTION 004200a – NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

- (1) He is _____ of _____
(owner, partner, officer, representative, or agent) (company)
the Bidder who has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not collusive or sham Bid;
- (4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:
 - X To work directly or indirectly with any other Bidder, firm or person to submit this Bid.
 - X To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.
 - X To collude in any way to prevent another Bidder from bidding for this Contract.
 - X To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.
 - X To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.
 - X To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Owner) or any person(s) in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

_____/S/

Title

Subscribed and sworn to before me this

_____ day of _____ 2023.

BY: _____

TITLE: _____

Note: This document must be completed, signed, notarized and returned with your bid.

DRAFT AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

West Whiteland Township (WWT)
Public Works Facility
121 Valley Creek Boulevard
Exton, PA 19341

BOND AMOUNT: \$ (10% of Contract Amount)

PROJECT:

(Name, location or address, and Project number, if any)

New Construction of West Whiteland Township Public Works Facility

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

DRAFT AIA® Document A305™ – 2020

Contractor's Qualification Statement

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
West Whiteland Township
Public Works Facility
121 Valley Creek Boulevard
Exton, PA 19341

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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CONTRACTOR INTEGRITY

_____, hereinafter referred to as the CONTRACTOR,
agrees to and certifies that:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
 - d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. "Financial Interest" means either:
 - (1) Ownership of more than a five percent (5%) interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
 - f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or

federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an

obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

CONTRACTOR: _____

CONTRACTOR'S SIGNATURE: _____

TITLE: _____

WITNESS BY: _____

State of County of
Sworn and subscribed to before me this date _____ of _____, 202__

Notary Public:
My Commission Expires:

Note: This document must be completed, signed, notarized, and returned with your bid.

NON-DISCRIMINATION CLAUSE

_____, hereinafter referred to as the CONTRACTOR, agrees as follows:

1. CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to all employees, agents, and applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of the non-discrimination clause.
2. CONTRACTOR shall, in advertisement or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
3. CONTRACTOR shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the CONTRACTOR.
4. It shall be no defense to a finding of non-compliance with the Contract Compliance Regulations Commission or this non-discrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Relations Commission or this non-discrimination clause, CONTRACTOR shall then employ and fill vacancies through other non-discriminatory employment procedures.
6. CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clause of this CONTRACT, or with any such laws, this CONTRACT may, after hearing and adjudication, be terminated or suspended, in whole or in part, and the CONTRACTOR may be declared temporarily ineligible for further contracts and other such sanctions

may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provision of the Contract Compliance Regulations, pursuant to 49.35 of this title (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency, the Bureau of Affirmative Action or the COMMISSION.
8. CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
9. CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
11. CONTRACTOR obligations under this clause are limited to the CONTRACTOR'S facilities within Pennsylvania, or, where the CONTRACT is for the purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

By: _____

Witness: _____

CONTRACTOR: _____

Date: _____

Note: This document must be completed, signed and returned with your bid.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

.....Contractor.....O.....

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

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SECTION 004210 - WAIVER OF LIENS/MECHANICS' LIEN WAIVER

Chester County, Pennsylvania _____, 20__

OWNER: West Whiteland Township ("Owner")

CONTRACTOR: _____ ("Contractor")

CONTRACT: Contract between Owner and Contractor dated _____, 20__.

PROJECT: New Construction Project for West Whiteland Public Works Facility, 121 Valley Creek Boulevard, Exton, PA 19341 ("Project").

1. Contractor hereby stipulates and agrees for payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor or materials to any of them, shall not file a lien, commonly called a mechanics' lien, or claim for any and all amounts that are, from time-to-time, owed by the Owner against the Project or improvements thereon, and any leasehold interests therein, or any part thereof, for any labor or materials furnished. All Subcontractors, Sub-subcontractors, materialmen, or any other person furnishing labor or materials to any of them or to the Contractor for the Project or improvements thereon, any leasehold interests therein, or any part thereof, shall look to and hold the Contractor personally liable for all Subcontracts, labor or materials furnished to the Project or improvements thereon, so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner for and about the erection, construction and completion of the Project or improvements thereon, and any leasehold interests therein, or any part thereof, or with respect to labor and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements on the Project and any leasehold interests therein, or any part thereof.
2. This Waiver of Liens/Mechanics' Lien Waiver, waiving the right of lien, shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements at the Project and any leasehold interests therein.
3. In the event Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor and materials to any of them, files any mechanics' lien or claim, each hereby irrevocably waives any right to jury trial in any action to strike or discharge the lien.
4. Without limitation of the foregoing, this Waiver of Liens/Mechanics' Lien Waiver is made and intended to be filed with the Office of the Prothonotary of the county or counties in which the Project is located in accordance with the requirements of Section 402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania (49 P.S. § 1402), as amended and supplemented.
5. Each of the terms, provisions, covenants, conditions of this Waiver of Liens/Mechanics' Lien Waiver, as the case may be, shall be binding upon and inure to the benefit of Owner,

Contractor, each Subcontractor of Contractor, each Sub-subcontractor of each Subcontractor, and each party acting for, through, or under Contractor, Subcontractor, or Sub-subcontractor, and their respective heirs, executors, administrators, successors and assigns.

6. In order to give the Owner full power and authority to protect itself and the Project against any and all claims filed by the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, the said Contractor, for itself and all persons or entities acting through it, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear for it or any of them, in any of the said Courts of Common Pleas as Attorney for it and in its name, mark any and all claims satisfied of record at the cost and expense of the Contractor, including, without limitation, all legal fees (e.g., fees of attorneys, paralegals, and any other legal professionals) related thereto, any and all claims or claim, lien or liens, filed by or for the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, or in its or their name against the Project or any part thereof. For such act or acts this shall be good and sufficient warrant and authority and a reference to the Court, Term, and Number in which and where this Waiver of Liens/Mechanics' Lien Waiver shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in any way touching or concerning the same.
7. In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees, professional fees, or other costs or expenses in defending, removing, marking satisfied any mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments related to the Project, the Contractor will be solely responsible for those amounts incurred by the Owner, which will be deducted to the extent available, from any amounts due the Contractor under the Contract. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the Owner within ten (10) days of receipt of the Owner's invoice for such legal fees, professional fees or other costs and expenses.

[Signature page follows]

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SECTION 005200 - AGREEMENT BETWEEN OWNER AND CONTRACTOR
AIA A132-2019

This is a SAMPLE AIA Document: There is no implied permission to reproduce this document. The original document purchased by the user is intended to be consumed in the course of this project.

This section contains twelve (10) pages, not including this cover page.

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DRAFT AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

West Whiteland Township (WWT)
Public Works Facility
121 Valley Creek Boulevard
Exton, PA 19341

and the Contractor:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

New Construction of West Whiteland Township Public Works Facility

The Construction Manager:
(Name, legal status, address, and other information)

Heim Construction Company, Inc.
44 Pheasant Run Road
Orwigsburg, PA 17961

The Architect:
(Name, legal status, address, and other information)

SchraderGroup Architecture, LLC
161 Leverington Avenue, PA 19127
Suite 105

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
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EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Substantial Completion: September 30, 2024.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
See Bid Form	

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See Bid Form		

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed █ percent (█ %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed █ (\$ █), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or

invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;

- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10 percent retainage will be applied to payments through the first 50 percent of work completed and 5 percent, thereafter.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

☐ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A232–2019.

☒ Litigation in a court of competent jurisdiction.

[] Other: (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

The Owner will pay for work that has been completed.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with

the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

SECTION 006100 - PERFORMANCE AND PAYMENT BOND AIA A312-2010

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DRAFT

AIA® Document A312® - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

West Whiteland Township (WWT)
Public Works Facility
121 Valley Creek Boulevard
Exton, PA 19341

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

New Construction of West Whiteland Township Public Works Facility

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this

Bond:

☐

None

☐

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a 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 Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, 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, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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 page on which their signature appears.

§ 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract 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 Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

DRAFT

AIA® Document A312® - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

West Whiteland Township (WWT)
Public Works Facility
121 Valley Creek Boulevard, Exton, PA 19341

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

New Construction of West Whiteland Township Public Works Facility
121 Valley Creek Boulevard

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section
18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 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; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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 Construction Contract, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Construction Contract, 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

**SECTION 007000 - GENERAL CONDITIONS OF THE PROJECT FOR CONSTRUCTION AIA
A232-2019**

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AIA[®] Document A232[™] – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

West Whiteland Township (WWT), Public Works Facility
121 Valley Creek Boulevard, Exton, PA 19341

THE CONSTRUCTION MANAGER:

Heim Construction Company, Inc.
44 Pheasant Run Road, Orwigsburg, PA 17961

THE OWNER:

West Whiteland Township
101 Commerce Drive, Exton, PA 19341

THE ARCHITECT:

Schrader Group Architecture, LLC
161 Leverington Ave, Suite 105, Philadelphia, PA 19127

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing,

constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive

action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall

not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Construction Manager pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project.

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and

make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of

the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such

materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner

and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within

a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract is made in and shall be construed according to the laws of the Commonwealth of Pennsylvania, and any actions arising out of this Contract shall be brought in the Court of Common Pleas of Chester County.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.1.8 Review of Claims. All Claims shall be submitted to the Construction Manager and Owner's Representative for review. The Construction Manager shall make a recommendation, and the Owner shall render the Initial Decision as per § 15.2.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Owner will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTION 008200– PREVAILING WAGES AND FORMS

The following information contains the Commonwealth of Pennsylvania Prevailing Wage rates generated specifically for this project. Contractors are to utilize this information in preparation of their bids.

This section contains eight (8) pages, not including this cover page.

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

Project Name:	NEW CONSTRUCTION PROJECT FOR: WEST WHITELAND PUBLIC WORKS FACILITY
Awarding Agency:	West Whiteland Township
Contract Award Date:	8/15/2023
Serial Number:	23-05673
Project Classification:	Building
Determination Date:	6/21/2023
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Chester County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-05673 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/1/2023		\$57.84	\$43.36	\$101.20
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Bricklayer	5/1/2023		\$47.50	\$31.42	\$78.92
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		\$50.57	\$29.02	\$79.59
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		\$52.58	\$29.02	\$81.60
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$54.59	\$29.02	\$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		\$43.97	\$29.02	\$72.99
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		\$45.72	\$29.02	\$74.74
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2023		\$21.99	\$20.62	\$42.61
Carpenter - Rodman (Surveying & Layout)	5/1/2024		\$22.86	\$20.62	\$43.48
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$23.74	\$20.62	\$44.36
Carpenters	5/1/2023		\$43.97	\$29.02	\$72.99
Carpenters	5/1/2024		\$45.72	\$29.02	\$74.74
Carpenters	5/1/2025		\$47.47	\$29.02	\$76.49
Cement Finishers & Plasterers	5/1/2022		\$38.57	\$32.39	\$70.96
Cement Masons	5/1/2023		\$44.20	\$32.96	\$77.16
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2023		\$38.77	\$31.12	\$69.89
Electricians	5/2/2022		\$53.94	\$42.97	\$96.91
Electricians	5/1/2023		\$55.41	\$44.50	\$99.91
Elevator Constructor	1/1/2023		\$66.21	\$43.64	\$109.85
Floor Coverer	5/1/2023		\$50.12	\$29.21	\$79.33
Floor Coverer	5/1/2024		\$52.19	\$29.21	\$81.40
Glazier	5/1/2023		\$46.68	\$36.62	\$83.30
Interior Finish	5/1/2019		\$30.20	\$25.80	\$56.00
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2023		\$50.70	\$39.51	\$90.21
Iron Workers (Riggers)	7/1/2017		\$39.83	\$27.92	\$67.75
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Ironworker (Rodman)	7/1/2020		\$44.82	\$31.60	\$76.42
Ironworker (Rodman)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - General)	5/1/2020		\$32.05	\$25.25	\$57.30
Laborers (Class 01 - See notes)	5/1/2022		\$33.35	\$25.65	\$59.00

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-05673 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - see notes)	5/1/2022		\$36.70	\$27.00	\$63.70
Laborers (Class 03 - See notes)	5/1/2022		\$33.77	\$25.83	\$59.60
Laborers (Class 04 - See notes)	5/1/2022		\$33.77	\$25.83	\$59.60
Laborers (Class 05 - See notes)	5/1/2022		\$33.35	\$25.65	\$59.00
Landscape Laborer	5/1/2020		\$26.55	\$23.13	\$49.68
Marble Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15
Mason Tender, Cement	5/1/2019		\$30.52	\$25.98	\$56.50
Millwright	5/1/2023		\$51.60	\$35.81	\$87.41
Millwright	5/1/2024		\$54.67	\$35.81	\$90.48
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators (Building, Class 01 - See Notes)	5/1/2023		\$52.20	\$32.81	\$85.01
Operators (Building, Class 01A - See Notes)	5/1/2023		\$55.20	\$33.70	\$88.90
Operators (Building, Class 02 - See Notes)	5/1/2023		\$51.95	\$32.74	\$84.69
Operators (Building, Class 02A - See Notes)	5/1/2023		\$54.97	\$33.61	\$88.58
Operators (Building, Class 03 - See Notes)	5/1/2023		\$47.87	\$31.53	\$79.40
Operators (Building, Class 04 - See Notes)	5/1/2023		\$47.57	\$31.44	\$79.01
Operators (Building, Class 05 - See Notes)	5/1/2023		\$45.85	\$30.93	\$76.78
Operators (Building, Class 06 - See Notes)	5/1/2023		\$44.85	\$30.65	\$75.50
Operators (Building, Class 07A- See Notes)	5/1/2023		\$63.33	\$37.68	\$101.01
Operators (Building, Class 07B- See Notes)	5/1/2023		\$63.04	\$37.59	\$100.63
Painters Class 1 (see notes)	5/1/2023		\$42.32	\$32.91	\$75.23
Painters Class 4 (see notes)	5/1/2023		\$44.41	\$32.91	\$77.32
Plasterers	5/1/2023		\$39.32	\$32.64	\$71.96
plumber	5/1/2023		\$64.73	\$37.61	\$102.34
Pointers, Caulkers, Cleaners	5/1/2022		\$47.64	\$30.06	\$77.70
Pointers, Caulkers, Cleaners	5/1/2023		\$48.80	\$30.70	\$79.50
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Shingle)	5/1/2021		\$30.50	\$21.55	\$52.05
Roofers (Slate & Tile)	5/1/2021		\$33.50	\$21.55	\$55.05
Sheet Metal Workers	5/1/2023		\$57.31	\$48.97	\$106.28
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22
Steamfitters	5/1/2023		\$67.37	\$41.99	\$109.36
Stone Masons	5/1/2023		\$47.20	\$31.95	\$79.15
Terrazzo Finisher	5/1/2023		\$43.75	\$27.86	\$71.61
Terrazzo Grinder	5/1/2023		\$44.02	\$27.86	\$71.88
Terrazzo Mechanics	5/1/2023		\$50.26	\$29.56	\$79.82
Tile Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Tile Setter	5/1/2023		\$50.26	\$29.56	\$79.82
Truckdriver class 1(see notes)	5/1/2022		\$35.60	\$20.74	\$56.34
Truckdriver class 1(see notes)	5/1/2023		\$36.29	\$21.55	\$57.84
Truckdriver class 2 (see notes)	5/1/2022		\$35.70	\$20.74	\$56.44

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

Project: 23-05673 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	5/1/2023		\$36.39	\$21.55	\$57.94
Truckdriver class 3 (see notes)	5/1/2022		\$35.95	\$20.74	\$56.69
Truckdriver class 3 (see notes)	5/1/2023		\$36.64	\$21.55	\$58.19
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-05673 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		\$63.24	\$29.06	\$92.30
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		\$65.19	\$29.06	\$94.25
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$67.15	\$29.06	\$96.21
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$69.10	\$29.06	\$98.16
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		\$54.99	\$29.06	\$84.05
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		\$56.69	\$29.06	\$85.75
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$58.39	\$29.06	\$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$60.09	\$29.06	\$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2023		\$43.99	\$22.41	\$66.40
Carpenter - Rodman (Surveying & Layout)	5/1/2024		\$45.35	\$22.41	\$67.76
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$46.71	\$22.41	\$69.12
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$48.07	\$22.41	\$70.48
Carpenter	5/1/2023		\$54.99	\$29.06	\$84.05
Carpenter	5/1/2024		\$56.69	\$29.06	\$85.75
Carpenter	5/1/2025		\$58.49	\$29.06	\$87.55
Carpenter	5/1/2026		\$60.19	\$29.06	\$89.25
Cement Masons	5/1/2023		\$43.20	\$32.91	\$76.11
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	5/29/2023		\$60.48	\$32.77	\$93.25
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2023		\$50.70	\$39.51	\$90.21
Ironworker (Rodman)	7/1/2020		\$44.82	\$31.60	\$76.42
Laborers (Class 01 - See notes)	5/1/2022		\$36.30	\$27.20	\$63.50
Laborers (Class 02 - See notes)	5/1/2022		\$36.50	\$27.20	\$63.70
Laborers (Class 03 - See notes)	5/1/2022		\$36.50	\$27.20	\$63.70
Laborers (Class 04 - See notes)	5/1/2022		\$31.10	\$27.20	\$58.30
Laborers (Class 05 - See notes)	5/1/2022		\$37.15	\$27.20	\$64.35
Laborers (Class 06 - See notes)	5/1/2022		\$37.20	\$27.20	\$64.40
Laborers (Class 07 - See notes)	5/1/2022		\$37.05	\$27.20	\$64.25
Laborers (Class 08 - See notes)	5/1/2022		\$36.80	\$27.20	\$64.00
Laborers (Class 09 - See notes)	5/1/2022		\$36.65	\$27.20	\$63.85
Laborers (Class 10- See notes)	5/1/2022		\$36.80	\$27.20	\$64.00
Laborers (Class 11 -See Notes)	5/1/2022		\$36.70	\$27.20	\$63.90

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-05673 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 12 -See Notes)	5/1/2022		\$38.40	\$27.20	\$65.60
Laborers (Class 13 -See Notes)	5/1/2022		\$40.43	\$27.20	\$67.63
Laborers (Class 14 -See Notes)	5/1/2022		\$36.55	\$27.20	\$63.75
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2022		\$30.17	\$19.18	\$49.35
Laborers Utility (PGW ONLY)	5/1/2022		\$37.20	\$19.18	\$56.38
Landscape Laborer	5/1/2022		\$27.73	\$23.65	\$51.38
Millwright	5/1/2023		\$51.60	\$35.81	\$87.41
Millwright	5/1/2024		\$54.67	\$35.81	\$90.48
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2023		\$52.20	\$32.81	\$85.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.36	\$33.65	\$87.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2023		\$55.20	\$33.70	\$88.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.37	\$34.53	\$90.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2023		\$51.95	\$32.74	\$84.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.11	\$33.58	\$86.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2023		\$54.97	\$33.61	\$88.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.13	\$34.45	\$90.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2023		\$47.87	\$31.53	\$79.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2024		\$49.03	\$32.37	\$81.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2023		\$47.57	\$31.44	\$79.01

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-05673 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2024		\$48.73	\$32.28	\$81.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2023		\$45.85	\$30.93	\$76.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2024		\$47.00	\$31.78	\$78.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2023		\$44.85	\$30.65	\$75.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2024		\$46.02	\$31.48	\$77.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2023		\$63.33	\$37.68	\$101.01
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.80	\$38.61	\$103.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2023		\$63.04	\$37.59	\$100.63
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.50	\$38.53	\$103.03
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters Class 2 (see notes)	2/1/2023		\$48.82	\$32.09	\$80.91
Painters Class 3 (see notes)	2/1/2023		\$59.78	\$32.13	\$91.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$61.34	\$40.28	\$101.62
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Truckdriver class 1(see notes)	5/1/2022		\$35.45	\$20.74	\$56.19
Truckdriver class 1(see notes)	5/1/2023		\$36.14	\$21.55	\$57.69
Truckdriver class 2 (see notes)	5/1/2022		\$35.55	\$20.74	\$56.29
Truckdriver class 2 (see notes)	5/1/2023		\$36.24	\$21.55	\$57.79
Truckdriver class 3 (see notes)	5/1/2022		\$35.80	\$20.74	\$56.54
Truckdriver class 3 (see notes)	5/1/2023		\$36.49	\$21.55	\$58.04

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SECTION 009000 – CONSTRUCTION FORMS

The attached forms shall be used during the course of this project. Substitute forms will not be acceptable.

1. Agreement of Compliance with Act 34 1985 (Form SP 4-164)
2. Change Order Form (AIA Document G701– 2017)
3. Application and Certificate for Payment (AIA Document G702 – 1992)
4. Continuation Sheet (AIA Document G703 – 1992)
5. Certificate of Substantial Completion (AIA Document G704– 2017)
6. List of Subcontractors
7. Contractors Affidavit of Payment of Debts & Claims (AIA Document G706 – 1994)
8. Contractors Affidavit of Release of Liens (AIA Document G706A – 1994)
9. Consent of Surety to Final Payment (AIA Document G707 – 1994)
10. Consent of Surety to Reduction or Partial Release of Retainage (AIA Document G707A – 1994)
11. Work Changes Proposal Request (AIA Document G709 – 2018)
12. Architects Supplemental Instructions (AIA Document G710 – 2017)
13. Construction Change Directive (AIA Document G714-2017)
14. Request for Information Form
15. Shop Drawing, Product Data and Sample Submissions Form
16. Equipment Suppliers List
17. Pennsylvania Statutes

This section contains forty-four (44) pages, not including cover page.

END OF SECTION

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PENNSYLVANIA STATE POLICE
REQUEST FOR CRIMINAL RECORD CHECK
 1-888-QUERYPA (1-888-783-7972)

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

TRY OUR WEBSITE FOR A QUICKER RESPONSE
<https://epatch.state.pa.us>

REQUESTER NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
TELEPHONE NO. (AREA CODE)	

FOR CENTRAL REPOSITORY USE ONLY
CONTROL NUMBER

AFTER COMPLETION MAIL TO:

**PENNSYLVANIA STATE POLICE
 CENTRAL REPOSITORY – 164
 1800 ELMERTON AVENUE
 HARRISBURG, PA 17110-9758**

DO NOT SEND CASH OR PERSONAL CHECK

CHECK ONE BLOCK

- ☐ INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$22.00, PAYABLE TO:
 “COMMONWEALTH OF PENNSYLVANIA”
 THE FEE IS NONREFUNDABLE
- ☐ NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$27.00, PAYABLE TO:
 “COMMONWEALTH OF PENNSYLVANIA”
 THE FEE IS NONREFUNDABLE
- ☐ FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

SUBJECT OF RECORD CHECK				
(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE
<p>The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information <u>contained in the files of the Pennsylvania State Police Central Repository only.</u></p>				
<p>FEES FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00. ***MAKE ALL MONEY ORDERS PAYABLE TO: <u>COMMONWEALTH OF PENNSYLVANIA</u>***</p>				
<p>REASON FOR REQUEST ◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶</p>				
<input type="checkbox"/> INTERNATIONAL ADOPTION - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)				
<input type="checkbox"/> ADOPTION (DOMESTIC) <input type="checkbox"/> EMPLOYMENT <input type="checkbox"/> VISA <input type="checkbox"/> OTHER				

WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.

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

DRAFT

AIA® Document G701™ - 2017

Change Order

PROJECT: <i>(Name and address)</i> New Construction of West Whiteland Township Public Works Facility 121 Valley Creek Blvd. Exton, PA 19341	CONTRACT INFORMATION: Contract For: 21.037 Date:	CHANGE ORDER INFORMATION: Change Order Number: Date:
OWNER: <i>(Name and address)</i> West Whiteland Township 101 Commerce Drive Exton, PA 19341	ARCHITECT: <i>(Name and address)</i> Schrader Group Architecture, LLC 161 Leverington Avenue, Suite 105 Philadelphia, PA 19127	CONTRACTOR: <i>(Name and address)</i>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schrader Group Architecture, LLC ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	West Whiteland Township OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	West Whiteland Township 101 Commerce Drive PA 19341	PROJECT:	New Construction of West Whiteland Township Public Works Facility Valley Creek Blvd. Exton, PA 19341	APPLICATION NO:	121	Distribution to:	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	Schrader Group Architecture, LLC 161 Leverington Avenue, Suite 105 Philadelphia, PA 19127	PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS:	21 / 037 /			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM.....\$0.00
- 2. NET CHANGE BY CHANGE ORDERS.....\$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)\$0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....\$0.00
- 5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703): \$0.00 = \$0.00
- b. 0 % of Stored Material (Column F on G703): \$0.00 = \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703).....\$0.00

- 6. TOTAL EARNED LESS RETAINAGE.....\$0.00
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....\$0.00
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE.....\$0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:		Date:	
By:			
State of:			
County of:			
Subscribed and sworn to before		day of	
me this			
Notary Public:			
My Commission expires:			

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....	\$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount verified.)	

ARCHITECT:		Date:	
By:			
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.			

[illegible]

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User Notes:

DRAFT

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> New Construction of West Whiteland Township Public Works Facility 121 Valley Creek Blvd. Exton, PA 19341	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Certificate Number: Date:
OWNER: <i>(name and address)</i> West Whiteland Township 101 Commerce Drive Exton, PA 19341	ARCHITECT: <i>(name and address)</i> Schrader Group Architecture, LLC 161 Leverington Avenue, Suite 105 Philadelphia, PA 19127	CONTRACTOR: <i>(name and address)</i>

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Schrader Group
Architecture, LLC

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR (<i>Firm Name</i>)	SIGNATURE	PRINTED NAME AND TITLE	DATE
West Whiteland Township			
OWNER (<i>Firm Name</i>)	SIGNATURE	PRINTED NAME AND TITLE	DATE

T
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SECTION 009000 - SUBCONTRACTORS LIST

Herewith is the List of Subcontractors who will perform the Work on the Project referenced in the Bid submitted by:

(Bidder)

_____ to

(Owner)

dated _____ and which is an integral part of the Bid Form.

The following Work will be performed or provided by the named Subcontractors and coordinated by us:

SECTION OF WORK (SPEC SECTION)	SUBCONTRACTOR / TELEPHONE NO.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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DRAFT AIA[®] Document G706[™] - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
New Construction of West
Whiteland Township Public Works
Facility
121 Valley Creek Blvd.
Exton, PA 19341
TO OWNER: *(Name and address)*
West Whiteland Township
101 Commerce Drive
Exton, PA 19341

ARCHITECT'S PROJECT NUMBER:
21.037

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: Pennsylvania
COUNTY OF: Chester

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>		ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
Construction of West Whiteland Township Public Works Facility		21.037	ARCHITECT: <input type="checkbox"/>
121 Valley Creek Blvd.		CONTRACT FOR:	CONTRACTOR: <input type="checkbox"/>
Exton, PA 19341		CONTRACT DATED:	SURETY: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>			OTHER: <input type="checkbox"/>
West Whiteland Township			
101 Commerce Drive			
Exton, PA 19341			

STATE OF: Pennsylvania
COUNTY OF: Chester

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT AIA® Document G707™ - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
New Construction of West Whiteland
Township Public Works Facility
121 Valley Creek Blvd.
Exton, PA 19341

ARCHITECT'S PROJECT NUMBER: 21.037

CONTRACT FOR:

TO OWNER: *(Name and address)*
West Whiteland Township
101 Commerce Drive
Exton, PA 19341

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

West Whiteland Township
101 Commerce Drive
Exton, PA 19341

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

DRAFT AIA® Document G707A™ – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: *(Name and address)*
New Construction of West
Whiteland Township Public Works
Facility
121 Valley Creek Blvd.
Exton, PA 19341

ARCHITECT'S PROJECT NUMBER: 21.037

CONTRACT FOR:

TO OWNER: *(Name and address)*
West Whiteland Township
101 Commerce Drive
Exton, PA 19341

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

West Whiteland Township
101 Commerce Drive
Exton, PA 19341

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

DRAFT

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
New Construction of West Whiteland
Township Public Works Facility
121 Valley Creek Blvd.
Exton, PA 19341

CONTRACT INFORMATION:

Contract For:

Date:

Architect's Project Number: 21.037

Proposal Request Number:

Proposal Request Date:

OWNER: *(name and address)*

West Whiteland Township
101 Commerce Drive
Exton, PA 19341

ARCHITECT: *(name and address)*

Schrader Group Architecture, LLC
161 Leverington Avenue, Suite 105
Philadelphia, PA 19127

CONTRACTOR: *(name and address)*

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE

DRAFT

AIA[®] Document G710[™] - 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*
New Construction of West Whiteland
Township Public Works Facility
121 Valley Creek Blvd.
Exton, PA 19341

CONTRACT INFORMATION:
Contract For: 21.037
Date:

ASI INFORMATION:
ASI Number:

Date:

OWNER: *(name and address)*
West Whiteland Township
101 Commerce Drive
Exton, PA 19341

ARCHITECT: *(name and address)*
Schrader Group Architecture, LLC
161 Leverington Avenue, Suite 105
Philadelphia, PA 19127

CONTRACTOR: *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

Schrader Group Architecture, LLC
ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

DRAFT

AIA® Document G714™ - 2017

Construction Change Directive

PROJECT: *(name and address)*
 New Construction of West Whiteland
 Township Public Works Facility
 121 Valley Creek Blvd.
 Exton, PA 19341

CONTRACT INFORMATION:
 Contract For: 21.037
 Date:

CCD INFORMATION:
 Directive Number:
 Date:

OWNER: *(name and address)*
 West Whiteland Township
 101 Commerce Drive
 Exton, PA 19341

ARCHITECT: *(name and address)*
 Schrader Group Architecture, LLC
 161 Leverinton Avenue, Suite 105
 Philadelphia, PA 19127

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ Lump Sum decrease of \$0.00
☐ Unit Price of \$ per
☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

- ☐ As follows:

2. The Contract Time is proposed to . The proposed adjustment, if any, is .

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Schrader Group Architecture, LLC
 ARCHITECT *(Firm name)*

West Whiteland Township
 OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

REQUEST FOR INFORMATION

SCHRADERGROUP

RFI #:	Date:	Discipline:	Description:

Project Name: _____

Project No.: _____

To: _____

REQUEST:

REQUESTED BY: _____

COMPANY NAME: _____

DATE REQUESTED BY: _____

REVIEWED BY CM: _____

RESPONSE:

BY: _____

DATE: _____

SUBMITTAL COVER SHEET

SCHRADERGROUP

Submittal #:	Description:

Project:

Architect: Schradergroup Architecture LLC

MEP Engineer:

Owner:

Civil Engineer:

Structural Engineer:

Contractor:

_____ (Contractor) approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirement of the work ad of the Contract Documents and with the work of other Contractors.

By: _____ Date: _____

:

The attached submittal has been reviewed by _____ for general conformance to the Project Specifications. This submittal is being forwarded to the Design Professional for their review and/or approval

By: _____ Date: _____

SCHRADERGROUP architecture Date Received:

- ☐ **APPROVED**
Indicates submittal in design professional's opinion conforms with information given and design concepts expressed in contract documents.
- ☐ **APPROVED AS NOTED**
Same as above after submittal had been modified as noted by design professional. Re-submittal is not required and contractor may proceed in accordance with submittal as modified.
- ☐ **NOT APPROVED**
Indicates submittal in design professional's opinion does not conform with the information given and design concept expressed in contract documents or that submittal does not meet procedural requirements of contract documents. Additional information may be provided by the design professional.

By: _____ Date: _____

Comments:

Consultant's Stamp:

SECTION 009000 - EQUIPMENT SUPPLIERS LIST

Herewith is the List of the Suppliers of Equipment to be installed in the Project referenced in the Bid submitted by:

(Bidder) _____ to

(Owner) _____

dated _____ and which is an integral part of the Bid Form.

EQUIPMENT COMPONENTS OR ITEMS	SUPPLIER / TELEPHONE NO.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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SECTION 009000 - PENNSYLVANIA STATUTES

I. Purdon's Statutes – Title 3 (Agriculture)

Pennsylvania Fertilizer Law of 1956, Act of May 29, 1956 (P.L. (1955) 1795), as amended, 3 P.S. 68.1 et seq.

Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, NO. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Plant Pest Act, Act of December 16, 1992 (P.L. 1228, No. 162), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes – Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 332), as amended, 18 Pa.C.S.A. 101 et seq.

IV. Purdon's Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended, H.B. 564, Session of 2004, 24 P.S. 1-101 et seq.

V. Purdon's Statutes – Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa.C.S.A. 101 et seq.

VI. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134), as amended, 32 P.S. 741 et seq.

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103), as amended, 32 P.S. 816.1 et seq.

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Scenic Rivers Act, as amended, 32 P.S. 820.21 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 32 Pa.C.S.A. 101 et seq.

VIII. Purdon's Statutes – Title 35 (Health and Safety)

(Relating to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926), as amended, 35 P.S. 655.1 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

Pennsylvania Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535), as amended, 35 P.S. 750.1 et seq.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

Pennsylvania Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400), as amended, 35 PS. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119), as amended, 35 P.S. 4001 et seq.

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 1650), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147), as amended, 35 P.S. 7110.101 et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12), as amended, 35 P.S. 7130.101 et seq.

Pennsylvania Uniform Construction Code, as amended by S.B. 1139, Session of 2004, 35 P.S. 7210.301-7210.304

Pennsylvania Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242), as amended, 36 P.S. 670-101 et seq.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

X. Purdon's Statutes – Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72), as amended, 37 Pa.C.S.A. 101 et seq.

Pennsylvania Historic Preservation Act, as amended, 37 Pa. C.S.A. 501, et seq.

XI. Purdon's Statutes – Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654), as amended, 43 P.S. 25-1 et seq.

Apprenticeship and Training Act, Act No. 304, P.L. 604, as amended, 43 P.S. 90.1 et seq.

Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), as amended, 43 P.S. 165-1 et seq.

Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, as amended, 43 P.S. 951 et seq.

Public Employee Relations Act, as amended, 43 P.S. 1101.201 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93), as amended, 43 P.S. 1301.101 et seq.

XII. Purdon's Statutes – Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

Pennsylvania Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Banks of Streams), Act of June 27, 1913 (P.L. 640), as amended, 52 P.S. 631 et seq.

(Related to Caving-In, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095), as amended, 52 P.S. 681.1 et seq.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258), as amended, 52 P.S. 682 et seq.

Pennsylvania Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141), as amended 52 P.S. 809 et seq.

(Related to Maps and Plans), Act of June 15, 1911 (P.L. 954), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198), as amended, 52 P.S. 1396.1 et seq.

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

(Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966, (P.L. 40, Sp. Sess. No. 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219), as amended, 52 P.S. 3301 et seq.

XIII. Purdon's Statutes – Title 53 (Municipal Corporation)

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000.101 et seq.

Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10101 et seq.

XIV. Purdon's Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

Pennsylvania Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223), as amended, 58 P.S. 601.101 et seq.

XV. Purdon's Statutes – Title 62 (Procurement)

Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. 3931 et seq.

XVI. Purdon's Statutes - Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVII. Purdon's Statutes – Title 64 (Public Lands)

Pennsylvania Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVIII. Purdon's Statutes – Title 65 (Public Officers)

The Right-To-Know Law, as amended, 65 P.S. 66.1 et seq.

XIX . Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

XX. Purdon's Statutes – Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess. No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2), as amended, 72 P.S. 7602.1 et seq.

XXI. Purdon's Statutes – Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq.

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. 1881, et seq.

XXII. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa.C.S.A. 8301 et seq.

XXIII. Purdon's Statutes – Title 77 (Workmen's Compensation)

Pennsylvania Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXIV. Pennsylvania Constitution – Article 1, Section 27 (Adopted May 18, 1971).

FEDERAL STATUTES

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1912)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2651-2654))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1464)

Community Environmental Response Facilitation Act (42 U.S.C. 9620 note)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675)

Educate America Act of 1994, as amended from time to time, including, without limitation the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136-136y)

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act Sections 1401-1451 (42 U.S.C. 300f-300j-11))

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

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SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Division 00 - Bidding and Contract Requirements and Division 01 - General Requirements apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The base bid for this project consists of the new construction of approximately 38,600 SF distributed among three buildings for a new Public Works Facility for West Whiteland Township. Building A will provide an Administrative Suite; a Mechanic's Bay for vehicle maintenance and repair; Tool Storage and Work Shop, with Mezzanine storage above both; a Garage Bay for the storage of fleet vehicles; and a Wash Bay. Building B is dedicated to Storage with overhead doors for vehicle access and an adjacent brine tank. Buildings A and B have been designed as a pre-engineered metal building systems with metal wall panels set on top of a cmu base and a standing seam metal roof.
Building C is an open concrete and steel structure with metal siding and roof utilized for the storage of various materials such as salt and stone.

1.3 SAFETY

The Construction Manager shall be designated as the "Lead Contractor" with respect to jobsite safety. Responsibilities and authority of the Contractor shall be as follows:

- A. The Construction Manager will be responsible to inspect and maintain safe working conditions on the jobsite.
- B. The Construction Manager will maintain a "competent person" on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during inspection by OSHA employees.
- C. The Construction Manager shall make corrections in the event of a safety violation. Failure of Construction Manager to take prompt action (within 24 hours following written notice) to correct a safety violation shall empower the Owner to make the necessary corrections and to receive full compensation for such corrections directly from the offending contractor. The Architect and engineer will verify and provide documentation of time and material expended to make corrections.
- D. The Construction Manager's responsibilities and corresponding authority shall be as defined in the General Conditions of the Contract for Construction.
- E. The Construction Manager will maintain primary responsibility for the safety of their workers. The Construction Manager will endeavor to accomplish required corrections through cooperation of other Subcontractors. In the event this effort is unsuccessful, the Construction Manager will take action as defined above.

- F. The Owner will support the decisions and action taken by the Construction Manager to maintain jobsite safety.
- G. The Construction Manager shall provide monthly (with Payment Application per payment terms) safety inspections and reports by an independent safety consultant. Periodic inspections and reports shall be performed at least once every three months.
- H. The Construction Manager shall provide a safety representative who is trained in first aid and CPR.

1.4 DESCRIPTION OF CONTRACT

- A. The work of this project shall be performed under six (6) Prime Construction Contracts as defined in this Section and Section 011200 - Multiple Contract Summary and the drawing documents, and shall include all labor, materials, equipment, and services necessary for the complete construction of the work shown on the drawings and specifications. All contractors are responsible for the Scope of Work as defined in the Multiple Contract Summary.
- B. The General Conditions and Division 1 - General Requirements shall apply to the Prime Contracts and Subcontracts for this Project. The Prime Contract Packages Description is to include all Work in accordance with the Contract Documents. This Contract includes all materials, labor, supervision, transportation, tools, equipment and services for the Project as shown or implied on the drawings and specified herein, or as may be required or necessary for a complete and satisfactory job.
- C. Each Contractor shall supervise his Work, using his best skills and attention. He shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of their Work, with all Work to be performed under separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by owner.
- D. All items of work listed under the Prime Contract(s) Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.
- E. The Prime Contractor shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.
- F. Contract Documents include all Drawings, Specifications, Contract Descriptions, etc. for the work of the NEW CONSTRUCTION OF WEST WHITELAND PUBLIC WORKS FACILITY. Each Prime Contractor shall review all Documents in their entirety.
- G. The Owner will secure and will pay for the Building Permit. The Owner shall pay all utility tap-in and connection fees. All other fees and permits are the responsibility of the appropriate Prime Contractors.

- H. The Owner will provide building and code inspections. The Construction Manager will provide general testing. Prime Contractor will provide testing services for work under their contract as indicated in the technical specifications and in Section 014100, unless indicated otherwise.
- I. The Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition. Confirmation of completion of this requirement shall be necessary prior to release of final payment.
- J. This project is subject to the requirements of the Township's Responsible Contractors Ordinance. A copy of the RCO will be included in the appendix of Volume 1 specifications.
- K. Definitions:
- Coordinate: The term "coordinate" means "to cooperate with related trades to furnish and install all connections between the trades in correct sequence size and location to create a complete system ready for intended use."
- Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."
- Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations."
- Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other trades, protecting, cleaning, and similar activities".
- Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- L. Multiple trips to the site will be required by the Contractor to complete this project.
- M. The following items are to be included in each Prime Contractor's Scope of Work:
1. Coordinate all work.
 2. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the field office. A final set of drawings of this Contractor's work shall be submitted to the Architect upon the completion of the work.
 3. Observe and comply with at all times all Federal and State laws and regulations, and local bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all safety precautions and orders or decrees which have been

promulgated or enacted, or which may be promulgated or enacted, by legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, such observance and compliance shall be solely and without qualification the responsibility of this Trades Contractor without reliance on superintendence or direction by the Owner or their Representative. The duty of enforcement of all of said laws, ordinances, regulations, orders or decrees lies with the body of agency promulgating them, not with the Owner or their Representatives.

4. Perform all work in accordance with the project schedule and update as the project progresses.
5. Provide protection of existing structure, finishes and landscaping from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.
6. The Contractor shall provide all engineering and layout for his work. The Contractor shall provide general layout for site work including parking lots, roads, curbs, utilities, grading, site improvements and all other lay-out for his work.
7. Provide all scaffolding, hoisting, shoring, barricades, ramps, etc., as necessary to perform the work of this contract.
8. Provide safety and protection of persons and property per OSHA, local and state requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Provide protection at floor and roof penetrations not shown on the drawings, but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the architect prior to the start of work.
9. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than this Contractor, the Contractor will give the Owner and their Representative timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
10. Inspection, tests, or approvals by the Owner or their Representative shall not relieve the Contractor from their obligation to obtain required inspections by AHJ and to perform the work in accordance with the requirements of the Contract Documents.
11. Provide all fees, Federal, State and Local taxes, special permits, inspections, etc. as required to perform the work of this Contract unless item is specifically identified as being provided by the Owner.
12. All submittals, shop drawings and product samples must be received no later than ninety (90) days following the date of Notice to Proceed. Those submittals for critical schedule activities must be submitted and approved in time to make required deliveries. Contractors are responsible to make material deliveries to accomplish phase completions.
13. No tobacco products, vaping, or alcoholic beverages will be allowed on the Township property.
14. The Owner and their Representatives will at all times have access to the work. In addition, authorized representatives and agents of any

participating State of Pennsylvania, or local authority having jurisdiction representative(s) shall be permitted to inspect all work, materials, and other relevant data and records. This Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

15. Verify existing conditions prior to start of work and notify Architect/Engineer of any discrepancies.
16. The Contractors are responsible to clean Contractor's construction vehicle wheels in order to keep mud off paved surfaces.
17. The Prime Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The Contractor shall provide construction dumpster(s) as required for the purpose of trash removal. Removal of demolition debris from site will be by the Contractor. Hazardous materials shall not be placed in the dumpster, but should be removed from site by the Contractor.
18. The Contractor is responsible to provide dust, toxic fume and noise control for their own work. Noise and vibration or any other construction related activities which create excessive disturbances must be coordinated with the school district in advance of scheduling these activities.
20. All other duties and requirements identified in the Contract Documents.

1.5 INVESTIGATION OF EXISTING SITE CONDITIONS

Each bidder shall carefully examine these specifications, visit the site, and become thoroughly acquainted with the conditions existing at the building and site, and satisfy himself concerning any and all existing conditions that will affect progress and construction as described in the Contract Documents or otherwise necessary to complete the work before submitting bid proposal. These conditions include, without limitation:

- (1) The location, condition, layout and nature of the Project site and surrounding areas.
- (2) Generally prevailing climatic conditions.
- (3) Anticipated labor supply and costs.
- (4) Availability and costs of materials, tools and equipment.
- (5) Other similar issues.

Submission of the proposal shall be considered as evidence that a visit to the site was conducted. The Contractor shall not be entitled to an adjustment in contract sum, contract time or any milestone date in connection with its failure to comply with the requirements of this paragraph.

1.6 DESCRIPTION OF CONTRACTS

- A. The project is specified to be made up of one prime construction contract and shall include all labor, materials, equipment and services necessary for the

complete work shown on the drawings and the specifications. The Prime Construction Contract includes:

Contract 1	General Construction
Contract 2	Civil Construction
Contract 3	Plumbing Construction
Contract 4	Mechanical Construction
Contract 5	Electrical Construction
Contract 6	Fire Suppression Construction

1.7 WORK PROVIDED BY OWNER

- A. The Owner may provide services not specified herein. It will be referenced as; Not in Contract (N. I. C.), furnished by Owner or by others.
- B. In no event shall Owner have control over, charge of or any responsibility for construction means, methods, techniques, sequences or procedures, or for safety protection, and programs in connection with the Work notwithstanding any of the rights and authority granted to the Owner in the Contract Documents.
- C. The rights granted to Owner under the Contract Documents are cumulative and are not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.
- D. The Owner has installed initial construction entrance, pipeline bridge and access road. General Contractor to maintain each through duration of project.
- E. The Owner has delivered an unspecified amount of cubic yards of clean fill for use by the General Contractor during site earthworks. General Contractor shall take ownership of stockpile and return area to existing condition pre-development.
- F. The Owner shall install telecommunications and security systems concurrently during construction of the facility. All Contractors shall coordinate with the Owner for these installations.

1.10 WORK SEQUENCE

All work shall be completed in the time specified in the Agreement between Owner and Contractor.

1.11 CONTRACTOR USE OF PREMISES

- A. General: during the construction period the Contractor shall have use of the area identified as "contract limit line" for operations, including use of the site. The Contractors' use of the premises is limited only by the Owners' right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

- B. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed nor occupied or egressed through without permission from the District.
- C. The Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the Drawings; any difference which may be found should be submitted to the Architect for consideration before proceeding with the work.
- D. Prime Contractor is responsible for all testing required to ensure that their respective systems are installed and working properly.

PART 2 - EXECUTION (NOT APPLICABLE)

END OF SECTION 011100

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SECTION 011200 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description of Contracts.
- B. General Coordination and distribution of work between prime contracts.
- C. Refer to other Sections and Drawings for further descriptions of work and coordination.

1.2 RELATED SECTIONS

- A. Section 011100 - SUMMARY OF WORK
- B. Section 013200 – CONSTRUCTION PROGRESS DOCUMENTATION
- C. Section 015100 - TEMPORARY UTILITIES AND FACILITIES

1.3 SAFETY - LEAD CONTRACTOR DESIGNATION

The Construction Manager shall be designated as the "Lead Contractor" with respect to jobsite safety. Responsibilities and authority of the Contractor shall be as follows:

- A. Where the work of one (1) Contractor places another contractor's workers in jeopardy, the "Lead Contractor" shall direct and coordinate the effort of the Contractors to ensure that jobsite safety is maintained. The lead Contractor will be responsible to inspect and maintain safe working conditions on the jobsite.
- B. The lead contractor will maintain a "competent person" on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during inspection by OSHA employees.
- C. The lead Contractor may direct another Contractor to make corrections in the event of a safety violation. Failure of another Contractor to take prompt action (within 24 hours following written notice) to correct a safety violation shall empower the lead Contractor to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Architect and engineer will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of the expense from the offending Contractor through deduct Change Order.
- D. The lead Contractor's responsibilities and corresponding authority shall be as defined in the General Conditions of the Contract for Construction.
- E. The individual Prime Contractors will maintain primary responsibility for the safety of their workers. The "Lead Contractor" will serve to identify areas of concern and will endeavor to accomplish required corrections through cooperation of

other Prime Contractors. In the event this effort is unsuccessful, the "Lead Contractor" will take action as defined above.

- F. The Owner will support the decisions and action taken by the "Lead Contractor" to maintain jobsite safety. The Owner will promptly make payment to the "Lead Contractor" when corrective action has been taken on behalf of an offending Contractor, and the "Lead Contractor" has provided appropriate documentation.
- G. Lead Safety Contractor shall provide monthly (with Payment Application per payment terms) safety inspections and reports by an independent safety consultant. Periodic inspections and reports shall be performed at least once every three months.
- H. Each contractor shall provide a safety representative who is trained in first aid and CPR.

1.4 DESCRIPTION OF CONTRACTS

- A. The work of this project shall be performed under 6 Prime Contracts as defined in this Section.
- B. The following is a list of the Prime Contracts to be bid for this project:
- C. Contract 1 General Construction
Contract 2 Civil Construction
Contract 3 Plumbing Construction
Contract 4 Mechanical Construction
Contract 5 Electrical Construction
Contract 6 Fire Suppression Construction
- D. The General Conditions and Division 1 - General Requirements shall apply to all Prime Contracts and Subcontracts for this Project. Each Prime Contract Package Description is to include all Work in accordance with the Contract Documents, except Work covered by other Prime Contract Package Descriptions. Collectively, these Prime Construction Contracts include all materials, labor, supervision, transportation, tools, equipment and services for the Project as shown or implied on the drawings and specified herein, or as may be required or necessary for a complete and satisfactory job.
- E. If there is a conflict on a specific item with regards to assignment of work to a specific contractor between the Contract Documents and the Prime Contract Package Description as stated herein, the Prime Contract Package Description will govern; however, if an item is covered in the Contract Documents, but not reiterated in the Prime Contract Package Description, the Bidder will be responsible for that item of work.

If an item is covered in two or more contract package descriptions, each Contractor shall include the item at the time of bid. After Contract award, a credit will be solicited for work in question.
- F. Each Contractor shall supervise his Work, using his best skills and attention. He

shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of their Work, with all Work to be performed under separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by owner.

- G. All items of work listed under the Prime Contract Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.
- H. All Prime Contractors shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.
- I. All Prime Contractors shall maintain, contribute to and coordinate the schedule as outlined in Specification Section 013200.
- J. Contract Documents include all Drawings, Specifications, Contract Descriptions, etc. for the work of NEW CONSTRUCTION PROJECT FOR WEST WHITELAND PUBLIC WORKS FACILITY. Each Prime Contractor shall review all Documents in their entirety.
- K. The Architect will secure and the Owner will pay for the Building Permit. All other fees and permits are the responsibility of the appropriate Prime Contractors.
- L. The Installing Prime Contractors will provide testing services all work as indicated in the technical specifications. The Owner will provide quality assurance testing as part of Section 014100, unless indicated otherwise.
- M. Each Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition except areas designated on the site utilization plan, which shall be the responsibility of the General Contractor. Confirmation of completion of this requirement shall be necessary prior to release of final payment.
- N. Definitions:

Coordinate: The term "coordinate" means "to cooperate with related trades to furnish and install all connections between the trades in correct sequence size and location to create a complete system ready for intended use."

Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations."

Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other trades, protecting, cleaning, and similar activities".

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

O. The following items are to be included in each Prime Contractor's Scope of Work:

1. Coordinate all work with other Prime Contractors.
2. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the field office. A final set of drawings of this Contractors work shall be submitted to the Architect upon the completion of the work.
3. Observe and comply with at all times all Federal and State laws and regulations, and local bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all safety precautions and orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, such observance and compliance shall be solely and without qualification the responsibility of this Trades Contractor without reliance on superintendence or direction by the Owner or their Representative. The duty of enforcement of all of said laws, ordinances, regulations, orders or decrees lies with the body of agency promulgating them, not with the Owner or their Representatives.
4. Perform all work in accordance with the project schedule and update as the project progresses.
5. Provide protection of new roofing system, equipment, structure, finishes and landscaping from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.
6. The General Contractor shall provide all engineering and layout for his work. In addition, the General Contractor shall provide and maintain throughout the project all building corners and column centerlines. The General Contractor shall provide floor control lines for the floor consisting of at least two perpendicular control lines per area and finish floor elevations. The General Contractor will provide layout for all walls and partitions. The General Contractor shall provide general layout for site work utilities and all other lay-out for his work. Other Contractors shall coordinate with General Contractor. Each Trade Contractor shall be responsible for all other survey, engineering, layout, etc. required to execute their work. Each Trades Contractor, at his own expense is to provide all stakes, templates and labor required in laying out their work and is responsible for proper execution of the work to the lines and grades shown on the drawings or as indicated by the Architect/Engineer.
7. Provide all dewatering required to perform the work of their contract.

8. Provide safety and protection of persons and property per OSHA, local and state requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Provide protection at floor, wall, and roof penetrations not shown on the drawings, but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the "Lead Contractor" prior to the start of work.
9. Promptly address the recommendations made by the "Lead Contractor" for jobsite safety.
10. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than this Trades Contractor, the Contractor will give the Owner and their Representative timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
11. Inspection, tests, or approvals by the Owner or their Representative shall not relieve the Trades Contractors from their obligation to perform the work in accordance with the requirements of the Contract Documents.
12. Provide all fees, Federal, State and Local taxes, special permits, inspections, etc. as required to perform the work of this Contract unless item is specifically identified as being provided by the Owner.
13. All submittals, shop drawings and product samples must be received no later than ninety (90) days following the date of Notice to Proceed. Those submittals for critical schedule activities must be submitted and approved in time to make required deliveries. Contractors are responsible to make material deliveries to accomplish phase completions. All project submittals, RFI's, and daily field reports will be completed via Procore. Each Prime Contractor must manage their open/required submittals, RFI's, etc. to achieve dates as established in the approved project schedule.
14. No guns, illegal drugs, tobacco products or alcoholic beverages will be allowed on this project.
15. The Owner and their Representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating State of Pennsylvania, or local authority having jurisdiction representative(s) shall be permitted to inspect all work, materials, and other relevant data and records. This Trades Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
16. Verify existing conditions prior to start of work and notify Architect/Engineer of any discrepancies.
17. The General Contractor shall provide for all temporary enclosures of building openings as required to maintain the schedule of the project. Should any Contractor have materials pertinent to the enclosure of the building, that are delayed on the project, which in turn delays the work of other Contractors, or delays the enclosure of the building, that Contractor shall be required to provide and/or maintain the temporary enclosures, or materials required to enclose the missing portions of that Contractor's

Work.

18. Each Contractor shall provide holes in structural steel as required for the installation of their work with the approval of the Architect and Engineer. The structural reinforcing must be in accordance with the requirements of Specification Section 051200.
19. Each Contractor shall provide sealants in accordance with Specification Section 079200 in any and all conditions where materials installed by the Contractor abut dissimilar materials (vertical and horizontal joints). Each contractor is also responsible for sealing penetrations required for the scope of that trade.
20. All Contractors are responsible to clean Contractor's construction vehicle wheels in order to keep mud off paved surfaces.
21. Each Prime Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The Construction Manager shall provide construction dumpster(s) as required for the purpose of trash removal for all Prime Contractors. Removal of demolition debris from site will be by the Contractor performing the demolition. Hazardous materials shall not be placed in the dumpster, but should be removed from site by Prime Contractor responsible for material. Those Contractors on site shall provide labor to assist in this cleanup.
22. All Contractors are responsible to provide dust, toxic fume and noise control for their own work. Noise and vibration or any other construction related activities which create excessive disturbances must be coordinated with the OwnerC in advance of scheduling these activities.
23. Cutting and Patching:
 - a. Exposed finished materials, structural elements, watertight assemblies, HVAC and electrical equipment and systems.
 - i. Newly Installed Materials: A Contractor, requiring the cutting of openings in new work shall have such openings cut and patched by the trade which installed the work and such cutting and patching shall be at the expense of the Contractor, requiring the opening, unless specified otherwise.
 - ii. Approval to do such cutting and patching shall be received from the architect prior to proceeding with the work and shall include installation of such reinforcement of the work as the Architect may Direct.
 - b. Other locations: Cutting and sealing of penetrations in other locations including fire-stopping shall be by the Contractor requiring the cutting of such openings.
 - c. All blocking, bracing, reinforcement or structural enhancement required due to cutting and patching shall be provided at no additional cost to the owner. All patching work shall match adjacent existing work unless otherwise noted.
24. Provide Steel and Aluminum product certifications as required under the Steel Products Procurement and Trade Practice Acts otherwise known collectively as the "Buy American" requirements of all Public Works Construction Contracts funded in part by the State of Pennsylvania.
25. Building Coordination Drawings: Coordination drawings among the

HVAC, Electrical, Plumbing, Fire Suppression & General Contractors are required with the lead role in the coordination drawing process assigned to the Mechanical Contractor. The Mechanical Contractor shall prepare ¼" scale reproducible drawings with new ductwork & piping layout for review by the other Trade Contractors. The other Trade Contractors shall then prepare and provide reproducible additions/modifications representing their work to the Mechanical Contractor, who will then prepare final layout and coordination drawings illustrating work by all Trades on one set of coordination drawings for the project as a part of his Contract price. The Mechanical Contractor shall conduct coordination meetings with all Trade Contractors to discuss and resolve interference problems. Once each Trade Contractor has initialed with approval the coordination drawings, the Mechanical Contractor shall submit the coordination drawings to the Architect and Engineer for review. The other Trade Contractors should finalize their shop drawings in accordance with the coordination drawings and submit to the Architect and Engineer.

Schedule: The Mechanical Contractor shall prepare and distribute ductwork, diffuser and piping drawings within 15 days after start of construction. The other Trade Contractors shall then prepare and distribute to the General Contractor their CADD input within 15 days. Final coordination drawings to be completed and distributed by the Mechanical Contractor within 30 days after start of construction. Investigate existing hidden structural conditions and MEP system locations above ceilings as part of coordination. Verify through field observations that proposed coordination drawings can be implemented as planned without the need to have another prime contractor modify existing conditions.

26. Site Coordination Drawings: Coordination drawings among the Civil Contractor and the General Trades, HVAC, Plumbing, Fire Suppression and Electrical Contractors are required with the lead role assigned to the Civil Contractor. The Civil Contractor shall prepare 1" = 20' scale reproducible drawings with the underground piping layout, with elevations, for review by other Trade Contractors. Drawings shall indicate both horizontal and vertical locations. The other Trade Contractors shall then prepare and provide reproducible additions/modifications representing their work to the Civil Contractor, who will then prepare final layout and coordination drawings illustrating work by all Trades on one set of coordination drawings for the project as a part of his Contract Price. The Civil Contractor shall conduct coordination meetings with all Trade Contractors to discuss and resolve interference problems. Once each Trade Contractor has initialed with approval the coordination drawings, the Civil Contractor shall submit the coordination drawings to the Architect and Engineer for review. The other Trade Contractors should finalize their shop drawings in accordance with the coordination drawings, and submit to the Architect and Engineer. Note: Prime Contractors shall coordinate with Construction Manager to incorporate Owner installed facilities including telecommunications and security.
- Schedule: The General Contractor shall prepare and distribute underground piping drawings within 25 days after start of construction.

The other Trade Contractors shall then prepare and distribute to the Civil Contractor their input within 15 days. Final coordination drawings to be completed and distributed by the Civil Contractor within 55 days after start of construction.

27. Each contractor shall provide temporary railings and protection at all floor openings, stairs, elevated floor perimeters, roof openings, roof perimeters, etc., as required by OSHA for protection of their work. Protection for excavations shall become the sole responsibility of the Trade Contractor conducting the excavation.
28. Each prime contractor shall provide water-tight thru-wall sleeves to ensure proper seal at penetrations through foundation wall systems associated with their work.
29. Each prime contractor is responsible to ensure that all necessary inspection requirements have been performed and completed by authorities having jurisdiction in order to achieve Substantial Completion.
30. Each week Prime Contractors are to provide to the Owner's Designated Project representative a Daily Log that states the number of employees on site each day, work performed each day completed and distributed electronically in submittal exchange; subcontractors, number of employees and work performed each day; any issues; any resolutions to issues; including any temperature and weather conditions.
31. NO Asbestos-containing materials shall be used in this project. Each prime contractor shall submit a certified letter to the Owner at the end of the project indicating no asbestos-containing building materials were used in the construction of the project.
32. All other duties and requirements identified in the Contract Documents.

PART 2 - SEPARATE CONTRACT DESCRIPTIONS

2.1 CONTRACT No. 1 - GENERAL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "General Contractor" shall mean the same as the "General Construction Contractor".
- B. Furnish and install all general construction scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS

All Sections

DIVISION 03 – CONCRETE

- 031000 – Concrete Forming and Accessories
- 032000 – Concrete Reinforcing
- 033000 – Cast-In-Place Concrete
- 033050 – Cast-In-Place Slabs

DIVISION 04 – MASONRY

- 042200 – Unit Masonry

DIVISION 05 – METALS

- 051200 – Structural Steel
- 055000 – Metal Fabrications
- 055213 – Pipe and Tube Railings

DIVISION 06– WOOD, PLASTICS, COMPOSITES

- 061000 – Rough Carpentry
- 061053 – Miscellaneous Rough Carpentry
- 061760 – Metal-Plate Connected Wood Trusses
- 066000 – PVC Wall Panels
- 066510 – Solid Surface Fabrications

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 071113 - Bituminous Dampproofing
- 072100 - Thermal Insulation
- 072500 - Moisture Barriers
- 075433 - Thermoplastic Polyolefin (TPO) Roofing
- 076200 - Sheet Metal Flashing and Trim
- 077100 - Roof Specialties
- 079200 - Joint Sealants

DIVISION 08 – OPENINGS

- 081113 - Hollow Metal Doors and Frames
- 081613 - FRP Flush Doors
- 083113 - Access Doors and Frames
- 083310 - Overhead Coiling Doors
- 083613 - Sectional Overhead Doors
- 084113 - Aluminum-Framed Storefronts
- 084523 - Translucent Fiberglass Panel Unit Wall System
- 085200 - Aluminum Windows
- 087100 - Door Hardware
- 088000 – Glazing

DIVISION 09 – FINISHES

- 092900 – Gypsum Board
- 095113 – Acoustical Panel Ceilings
- 096513 – Resilient Base and Accessories
- 096813 – Tile Carpeting

- 099113 – Exterior Painting
- 099123 – Interior Painting
- 099733 – Concrete Floor Sealer

DIVISION 10 – SPECIALTIES

- 101100 – Visual Display Units
- 101400 – Interior Signage
- 101419 – Dimensional Letter Signage
- 102800 – Toilet and Bath Accessories
- 104413 – Fire Protection Cabinets
- 104416 – Fire Extinguishers
- 105000 – Metal Lockers

DIVISION 11 – Equipment

- 113100 – Residential Appliances

DIVISION 12 – Furnishings

- 123216 – Manufactured Plastic-Laminate-Faced Casework

DIVISION 13 – Special Construction

- 133419 – Metal Building Systems

C. Provide Flagpole, flag, and base indicated on Civil drawings.

D. Coordination with all parties: electrical construction, fire-suppression, plumbing construction, HVAC construction, and civil construction.

DIVISION 31 – EARTHWORK

All Sections

DIVISION 32 – EXTERIOR IMPROVEMENTS

All Sections

DIVISION 33 – UTILITIES

All Sections

DIVISIONS 20-34

All Sections (Coordinate and/or provide where applicable)

E. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the

following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.

6. Provide all winter construction costs necessary to perform your scope of work.
 7. Layout is the responsibility of each contract and is included within this scope of work.
- F. Narrative Description of Contract No. 1 - GENERAL CONSTRUCTION. The work of this Contract includes, but shall not be limited to the following items:
1. Provide all fees, Federal, State and Local taxes and inspections, as required to perform the work of this contract. This does not include the building permit, which will be provided by the Owner.
 2. Provide temporary railings and protection at all floor openings, stairs, elevated floor perimeters, roof openings, roof perimeters, etc., as required by OSHA. Protection for excavations shall become the sole responsibility of the Trade Contractor conducting the excavation.
 3. Provide temporary toilet facilities as per Specification Section 015100.
 4. General Trades Contractor shall be responsible to remove snow from roof surfaces and roof deck in order to facilitate installation of roofing system.
 5. Perform all final cleaning for the project except cleaning work specified to be by another trade.
 6. Provide construction identification sign per Specification Section 015100, and as indicated in the drawings.
 7. Provide all quality control testing as required by the Contract Documents for the work of this Contractor, exclude testing specifically indicated to be provided by the Owner.
 8. General contractor shall provide downspouts, boots and all underground piping related to downspouts. Civil contractor to provide site storm water work as indicated on all drawings including all inlets, headwalls, endwalls, rip-rap and geotextile fabrics required. Plumbing Contractor shall provide all storm water piping within the building to 5' outside the building. Final connection to building pipe shall be by the Plumbing Contractor.
 9. Provide all building related concrete work including footings, foundation walls, slabs on grade, formed slabs, pads, walls, stairs and miscellaneous concrete. Provide all formwork, reinforcing, expansion control, fine grading, stone base, vapor barrier, rigid insulation, finishing, curing, accessories, etc. necessary for this work.
 10. Make provisions for and/or install all items embedded in concrete supplied by other Prime Contractors.
 11. Provide all housekeeping and equipment pads shown on Architectural, and Structural drawings. Confirm and coordinate sizes prior to installation. All housekeeping and equipment pads required but not shown and dimensions on architectural, and structural drawings shall be by the contractor requiring the same.
 12. Provide all masonry construction including CMU, mortar, grout, flashings, cavity wall insulation, reinforcing and accessories.
 13. Provide concrete floor slab, concrete for stairs and landings. Slope concrete floor slab to floor and trench drain locations.

14. Provide all masonry including all accessories.
15. Provide all masonry anchors and structural anchor straps including field welding to structural steel if required.
16. Provide temporary enclosures, winter protection and heat as required to install work of this contract in conformance with the project schedule.
17. Provide dowels, embeds, concrete lintels etc. Install anchor bolts, embeds, loose steel lintels, etc., as furnished under other Prime Contracts, and installed in masonry.
18. Provide grouting of structural members into masonry.
19. Provide grouting of hollow metal frames in masonry.
20. Install any access panels in masonry furnished by other Prime Contractors. Coordinate location and openings with Prime Contractors.
21. Provide all structural steel, metal bar joist, metal deck and miscellaneous metals indicated on the architectural, civil or structural drawings as part of manufactured metal building construction.
22. The General Trades Contractor is to provide all reinforcing steel. The General Trades Contractor is to provide all shop drawings and submittals associated with the reinforcing steel. The General Trades Contractor shall provide and maintain safety caps on all rebar dowels.
23. With respect to OSHA requirements for steel erection, the General Contractor shall be the "controlling contractor" responsible to provide written notification for work of their contract, to the steel erector. Please reference OSHA regulations sections 1926.750 thru 1926.752, etc.
24. Provide openings and framing in all roof decks for other trades with any dimension larger than 12". Contractor requiring opening shall provide layout to General Contractor for openings. Openings with both dimensions smaller than 12" shall be provided by the contractor requiring the opening.
25. Provide all loose metal lintels as noted and for openings shown on Architectural or Structural drawings and/or as may be required to install the work of this trade. All loose lintels required, but not clearly shown, scheduled or dimensioned on either Architectural or Structural Drawings shall be furnished by the trade requiring the opening. GC to install loose steel lintels furnished by other trades. The prime contractor requiring the opening shall provide lay out for lintel installations to General Contractor in a timely manner.
26. Provide all miscellaneous metal, metal railings, and cold formed metal fabrications.
27. Provide all expansion joints and covers not specifically noted to be provided by other prime contracts.
28. Provide all light gage metal framing.
29. Provide all rough carpentry including, but not limited to, interior wood blocking - shown or required, wood blocking at windows and roof blocking.
30. Provide all finish carpentry including, but not limited to, custom millwork, and casework.
31. Provide all under slab and foundation insulation per Section 072100.
32. Provide all roofing systems including roofing membrane, metal panels, roof insulation, metal flashing, roof edge, coping, gravel stop, fascia,

- soffit, gutters, downspouts, scuppers, and roof accessories as part of manufactured metal building construction.
33. Install roof drains furnished by the Plumbing Contractor. Final connection to piping shall be by the Plumbing Contractor.
 34. Mechanical Contractor shall furnish curbs as required for all roof-mounted equipment to General Contractor for installation. Wood blocking at roof openings to be provided by the General Contractor. Coordinate blocking locations and requirements with Mechanical Contractor.
 35. Provide all joint sealants not specifically assigned to another Prime Contractor.
 36. Provide all hollow metal frames and doors.
 37. Provide all access doors as shown on Architectural drawings. All other access panels required, but not shown shall be furnished by the contractor requiring the same and installed by the GC.
 38. Provide finish hardware for all doors provided as part of this contract.
 39. Provide all drywall, metal studs, insulation, and acoustical ceilings and acoustic treatments.
 40. Provide all floor base, wall and ceiling finishes including VCT, ceramic tile, and painting.
 41. Should floor moisture emissions exceed manufacturers recommended levels for standard adhesive, Contractor shall provide, at no additional cost, appropriate special adhesives or sealers that will allow floors to be installed without adversely affecting the project schedule in accordance with the manufacturer's recommendations.
 42. Provide floor and/or wall preparation prior to installation of the materials of this contract, to include normal flash patching, final scraping and sweeping.
 43. Clean and polish floors upon completion of installation.
 44. Provide for protection of all finished installations under this contractor until acceptance by the owner.
 45. Provide painting of exposed HVAC, plumbing, fire protection and electrical systems and equipment in finished spaces (except factory-finished equipment).
 46. Provide all Specialties indicated in Division 10 – Specialties.
 47. Provide all equipment in Division 11 - Equipment.
 48. Provide all furnishings in Division 12 – Furnishings.
 49. Provide all conveying systems in Division 14- Conveying Systems.
 50. Plumbing Contractor to provide all sinks, fixtures, traps, etc. in Plastic Laminate Faced Casework. Plumbing Contractor to provide all installation and final connections of sinks, faucets, and fittings. Coordinate this work with the Plumbing Contractor, as provided in the contract documents.
 51. Electrical Contractor shall provide devices, wiring within casework and final connections for Casework as provided for in the Contract Documents.
 52. Review temporary utilities specification for General Contractor's included work.
 53. All other duties and requirements identified in the Contract Documents.

2.2 CONTRACT No. 2 - CIVIL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "Civil Contractor" shall mean the same as the "Civil Construction Contractor".
- B. Furnish and install all civil scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS All Sections

DIVISION 01 - GENERAL REQUIREMENTS All Sections

DIVISION 02 – SITE WORK All items noted on Civil Drawings

Civil plan scope: including but not limited to:

- Clearing and Grubbing
- E&S control
- Temporary controls
- Rock construction entrance maintenance
- Rough grading
- Excavation and backfill for all buildings
- Unit pricing for import/export of suitable soil
- Underground utilities
- Coordination with Williams (transcontinental gas line company)
 - Rough-in and installation as reviewed and approved by Williams
- Stone grading for exterior housekeeping pads, curbs, sidewalk, and paving
- Paving
- Site signage
- Pavement markings
- Landscaping
- Finish Grading

DIVISION 31 – EARTHWORK

- 312316 Trenching
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the Civil Contractor.

- All underground utilities: plumbing, sanitary, water, etc., will be furnished and installed by the civil contractor. All fire-suppression and plumbing rough-in will be furnished and installed from 5' outside of all building and into the buildings by the fire-suppression and plumbing contractors. All utilities from 5' outside of all buildings will be furnished, installed, excavated and backfilled by the civil contractor.

DIVISION 33 – UTILITIES

- 337119 Underground Ducts
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the Civil Contractor.

Coordination with all parties: general construction, electrical construction, fire suppression, plumbing construction, and HVAC construction

C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative Description of Contract No. 2 - CIVIL CONSTRUCTION. The work of this Contract includes, but shall not be limited to the following items:

1. Provide all engineering and layout required to perform the work of this contract. Utilize a professional licensed surveyor to lay out all building corners, to provide a proper benchmark elevation (or elevations) for new building location and to establish finished slab on grade elevations from those benchmarks. Benchmark(s) will be protected until after all slab on grade work, sidewalks and concrete curb work is completed.
2. Provide incidental erosion and sedimentation control as required for the work of this Trade Contractor's work. The General Trades Contractor will be responsible for installing and maintaining the erosion and sedimentation control. The General Trades Contractor is responsible to maintain the erosion and sedimentation control measures. The General Trades Contractor is responsible to schedule his work to satisfy D.E.P./County Conservation

District and will be responsible for any violations, fine, etc., issued by D.E.P./County Conservation District or other agencies as a result of the work not being installed, completed or maintained.

3. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the Contractors. The Civil Contractor and the HVAC Contractor will be named co-permittee holders.
4. Provide general snow removal through-out the project in order to facilitate construction. General Trades Contractor shall be responsible to remove snow from roof surfaces and roof deck in order to facilitate installation of roofing system. Remove snow as required for Site Construction.
5. The Owner has provided temporary construction access drive, parking and staging areas. Civil Contractor to provide and maintain stoned areas for field offices, laydown areas and temporary construction or access roads and restore to final design condition at completion of the project.
6. Provide all sitework including site demolition, clearing, grubbing, stripping, earthwork, excavation and backfill, site water, fire, sanitary & storm, site concrete, paving, landscaping, seeding, mulch and various site improvements and furnishings.
7. Maintain, and remove construction entrances.
8. Provide for sweeping and cleaning all parking lots and roadways during the entire project. Provide for removal off site of all waste or excess materials generated by this work.
9. Provide site storm water work as indicated on all drawings including all inlets, headwalls, endwalls, rip-rap and geotextile fabrics required. Plumbing Contractor shall provide all storm water piping within the building to 5' outside the building. Final connection to building pipe shall be by the Plumbing Contractor.
10. Provide site sanitary sewer and manholes as indicated on all drawings to a termination within 5' of the building line including sanitary force mains and gravity lines. Final connection to building pipe shall be by the Plumbing Contractor.
11. Provide complete storm water detention system.
12. Provide all general and select demolition except that specifically indicated to be provided by other contractors.
13. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the General Contractor. The General Trades Contractor will be responsible to maintain the erosion and sedimentation control. Schedule this work to satisfy D.E.P./County Conservation District. The General Trades Contractor shall be responsible for any violations, fines, etc., issued by D.E.P./County Conservation District or other agencies as a result of the work not being installed, completed or maintained.
14. Verify all underground utilities prior to excavation. Furnish Architect and Engineer with confirmation. The utility lines shown on the drawings were located by field surveys or from utility companies' maps. These lines are not guaranteed or represented as being accurate by the Owner or their representative, or to be in the position indicated on the drawings. There is no guarantee or representation that all existing lines and facilities are shown on the Drawings. The contractor shall take whatever measures necessary to provide bracing and shoring to protect all existing utilities from damage. No

additional payment will be made for protecting utilities, or for providing bracing and shoring. This work will be considered incidental to the work being performed. If the contractor damages existing utilities, he shall immediately notify the Architect and Engineer, the Owner and said utility company and take such measures as are necessary to insure the safety of the workmen, the public, and the project area. He shall arrange to repair immediately all such damages to restore service and the expense incurred will be the responsibility of the contractor.

15. It shall be the contractor's responsibility to comply with all applicable requirements of Act 287, or as amended, in order to contact all utilities within the project site and to have facilities field located and referenced prior to excavation.
16. Provide all site related concrete. Provide all formwork, reinforcing, expansion control, fine grading, stone base, vapor barrier, rigid insulation, finishing, curing, accessories, etc. necessary for this work.
17. Provide bituminous paving, line striping, handicap markings, concrete bumper blocks, road and parking accessories and signs, lawn and grasses as shown or specified.
18. Provide all temporary signage and traffic control measures required by the work of this Contract.
19. Provide all site fences and gates. Provide temporary protection of trees and shrubs. Provide restoration of disturbed lawn areas at the completion of the project. Provide all landscaping, including trees, shrubs, ground covers, plantings, seed, sod, mulch and edging.
20. Provide all excavation cuts and fills, including imports and exports of spoils as necessary to achieve final grades for all areas. General Contractor to accept spoils created as a result of other trades' excavation. The other trades will stockpile excess spoils at a central location on site as determined by the Construction Manager. The General Contractor shall dispose of these spoils on or off site as site conditions dictate and/or permit.
21. Provide all rock excavation as required for the work of this contract. Contractor assumes all risk associated with potential for rock during excavation. Rock will not be considered an unforeseen condition.
22. Provide site water and fire service lines, water meter pit, tap-in, new fire hydrants and fire hydrant relocations with accessories as required. Provide water line to a termination within 5' of the building line. Final connection to building pipe shall be by the Plumbing Contractor.
23. All site electrical work including site lighting is by Electrical Contractor.
24. The General Trades Contractor shall remove all excess materials resulting from the excavations for his work to an offsite location.
25. Provide all site concrete curbs, paving, sidewalks, ramps, steps, stoops and frost walls including reinforcing steel.
26. Clean binder paving and provide tack coat on temporary lots as required for construction phasing. Schedule for placement of binder and topcoat is to be determined by Owner's designated project representative. Provide temporary line painting of parking lots to be used during construction by the Owner or public prior to top coat finish paving.

2.3.1 CONTRACT No. 3 – PLUMBING CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes
- B. Furnish and install all plumbing scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS

All Sections

DIVISION 01 - GENERAL REQUIREMENTS

All Sections

DIVISION 02 THROUGH DIVISION 14

All Sections (Coordinate as applicable)

DIVISIONS 21 and 23

All Sections (Coordinate)

DIVISION 22 – PLUMBING

- 220100 – General Provisions
- 220502 – Excavation, Backfill & Compaction for Utility Trenches
 - Plumbing scope accounts for all interior scope from inside all buildings to 5' outside of all building footprints. Civil contractor will be responsible for all excavation and piping 5' and beyond the exterior foot print of the exterior of the buildings.
- 220516 – Expansion Fittings and Loops for Plumbing Piping
- 220519 – Meters and Gages for Plumbing Piping
- 220548 – Vibration Isolation & Seismic Mountings
- 220553 – Identification for Plumbing Piping and Equipment
- 220719 – Plumbing Piping Insulation
- 221005 – Plumbing Piping
- 221006 – Plumbing Piping Specialties
- 221500 – Compressed Air Systems
- 223000 – Plumbing Equipment
- 223300 – Electric Water Heaters
- 224000 – Plumbing Fixtures

DIVISIONS 26-34

All Sections (Coordinate)

- C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative description of CONTRACT No. 3 – PLUMBING CONSTRUCTION: The work of this contract includes, but shall not be limited to the following items:

1. Participate in the coordination drawing process as defined in this specification section.
2. Provide Operation and Maintenance manuals and instructions to Owner as specified.
3. See Architectural & Civil drawings for additional plumbing related notes.
4. Provide layout for the General Contractor indicating all openings in the new floor, roof decks, and exterior walls that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Plumbing Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not specifically shown on the Architectural or Structural drawings shall be by this Contractor.
5. Verify existing services prior to start of work in existing facility and notify the Architect and Engineer of any discrepancies.
6. General Contractor to provide all structural steel, miscellaneous metal, including loose lintels, required for the existing building and new building additions as shown or specified on the architectural or structural Drawings. If not indicated on Architectural or Structural Drawings, the Plumbing Contractor will furnish to the General Contractor for installation.
7. Provide all plumbing work including sanitary sewer and vent piping, waste system, domestic water piping and equipment, gas piping, pipe insulation, roof and floor drains, plumbing fixtures, trim, accessories, supports unless shown or specified by others, anchorage, etc., as shown and/or specified.
8. Provide a complete storm water, sanitary system and gas system as shown on Plumbing & Civil Drawings, to 5' outside of building. Provide final tie-in (of storm sewer and sanitary). Coordinate with General Contractor.
9. Provide a complete domestic water and sanitary system as shown on

Plumbing & Civil Drawings to 5' outside of building. Provide final tie-in (of domestic water and sanitary system). Coordinate work with General Contractor.

10. Plumbing Contractor to provide oil interceptor and associated piping.
11. Plumbing Contractor is responsible for all gas piping for the entire project.
12. Provide color-coding and identification of valves and lines as indicated.
13. Provide cleaning, disinfecting and testing of lines and equipment, and final inspection.
14. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of fixtures and equipment.
15. Provide insulation required for the scope of this Contract.
16. Provide all excavation, bedding and backfill, etc. as necessary to install the work of this Contract within footprint of structures and extend to 5'-0" outside footprint of those structures.
17. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.
18. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.
19. Provide concrete at all services crossing under or near foundations that require excavated area to be filled with concrete.
20. Coordinate with the General Contractor installation of piping installed inside masonry units, include providing any temporary supports that are necessary.
21. Furnish any access panels, which are required for access to the work by this Contract. Coordinate opening requirements with the General Contractor for installation by GC.
22. Provide final plumbing connection of Owner Furnished Equipment, as shown and/or specified.
23. Provide final cleaning of all fixtures.
24. Plumbing Contractor to provide all sinks, fixtures, traps, etc. in Plastic Laminate Faced Casework. Plumbing Contractor to provide all installation and final connections of sinks, faucets, and fittings. Coordinate this work with the General Contractor, as provided in the contract documents.
25. Furnish roof drains, turn over to the General Contractor for installation. Final connection to the roof drain is to be by the Plumbing Contractor.
26. Electrical starters for Plumbing Equipment shall be furnished under the Plumbing Contract and installed and final connected by Electrical Contractor.
27. Provide temporary water service for construction purposes.
28. Work must be complete and tested to meet the requirements of PA L&I and local code inspections.
29. All other duties and requirements identified in the Contract Documents.

2.4 CONTRACT No. 4 – HVAC CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract

Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "HVAC Contractor" or "Heating Contractor" shall mean the same as the "Mechanical Contractor".

- B. Coordination with all parties: General construction, Electrical construction, Plumbing construction, Fire Suppression construction and Civil construction.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 THROUGH DIVISION 14
All Sections (Coordinate as applicable)

DIVISIONS 23 – HEATING, VENTILATING & AIR CONDITIONING (HVAC)

- 230501 – HVAC General Requirements
- 230510 – Common Motor Requirements for HVAC Equipment
- 230549 - Vibration Isolation
- 230593 – Testing, Adjusting and Balancing for HVAC
- 230714 – HVAC Duct Insulation
- 230923 – Direct Digital Control (DDC) System
- 230993 – HVAC Control Sequence
- 232300 – Refrigerant Piping
- 233100 – HVAC Ducts and Casings
- 233300 – Air Duct Accessories
- 233416 – HVAC Fans
- 233700 – Air Outlets and Inlets
- 233750 – Wall Louvers
- 238101 – Terminal Heat Transfer Units
- 238129 – Variable Refrigerant Flow HVAC Systems

DIVISION 21,22, 26-34
All Sections (Coordinate)

- C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the

following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.

6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative Description of Contract No. 4 - HVAC Construction: The work of this Contract includes, but shall not be limited to the following items:

1. HVAC Contractor shall be the Lead in the coordination drawing process as defined in this specification section.
2. Provide Operation and Maintenance instruction manuals and specified training to the Owner.
3. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the Contractors. The General Trades Contractor and the HVAC Contractor will be named co-permittee holders.
4. Provide layout for the General Contractor indicating all openings in the new floor, roof decks and exterior walls that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Mechanical Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not specifically shown on the Architectural or Structural drawings shall be by this Contractor.
5. Provide protection of structure, finishes and landscaping from damage resulting from the work of this Contract. Repair any damage promptly to the satisfaction of the Owner.
6. The General Contractor is to provide all miscellaneous metal, including loose lintels, required for openings as shown or specified on the Architectural or Structural Drawings. The trade requiring a lintel, which is not clearly indicated on either the Architectural or Structural drawings, will provide those lintels required to install his work.
7. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.
8. Provide all Heating, Ventilation, Air Conditioning (HVAC) work as shown or specified including but not limited to vibration isolation, HVAC equipment, ductwork, duct insulation, pipe, piping systems, pipe insulation, air distribution outlets and inlets; instrumentation; test and balance of systems; valving and coil connections; air handlers; fan coil units; fire and smoke dampers; inspections; identification; roof ventilators; curbs; fans; unit and cabinet heaters; terminal equipment; pumps; hangers; blocking; support pipe anchors; supports unless designated specifically by the General Contractor, wall sleeves and flashing, etc. as shown and/or specified.
9. HVAC Contractor to provide pumps (including power wiring/conduits to pumps) at locations where condensate lines cannot be gravity drained. The Mechanical Contractor is to provide the condensate drain lines.

10. Install ductwork in accordance with the latest recommendations of ASHRAE and SMACNA for low and medium pressure ductwork.
11. Provide testing and cleaning of distribution systems and equipment and final inspection for each project phase.
12. Coordinate connections of equipment, dampers etc. as required to the fire alarm system with the Electrical Contractor.
13. Provide identification of equipment, valves, piping and ductwork as required.
14. Provide all excavation, bedding, backfill, etc., as necessary to install the work of this Contract.
15. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract, but not shown or dimensioned on Architectural, Civil, and Structural Drawings. General Contractor is to provide all housekeeping and equipment pads shown and dimensioned on Architectural, Civil, and Structural drawings.
16. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.
17. Provide for miscellaneous structural framing and decking as required as result of this Contract, but not clearly shown on Architectural or Structural Drawings.
18. HVAC Contractor shall furnish curbs as required for all roof-mounted equipment to General Contractor. Wood blocking at roof openings to be by General Contractor. Coordinate blocking locations and requirements with General Contractor.
19. Provide all insulation required for the scope of this Contract.
20. Furnish any access panels, which are required for, access to the work by this Contract for installation by the GC.
21. Furnish and install all exterior louvers and vents.
22. Provide final HVAC connections of Owner Furnished Equipment, as shown or specified. Provide relocation of existing equipment as shown or specified.
23. Provide final HVAC connection of Casework and equipment.
24. Coordinate tie-in of ventilation control system to fire alarm system with Electrical Contractor.
25. Motor starters VFD's for HVAC equipment shall be furnished by the HVAC Contractor for installation and final connection by the Electrical Contractor. Disconnects furnish and installed by Electrical Contractor.
26. Install duct smoke detectors furnished by the Electrical Contractor.
27. See section 015000 – Temporary Facilities and Utilities section for temporary heating, air conditioning and humidity requirements.
28. HVAC Contractor shall provide temporary air conditioning or dehumidification for installation of materials requiring conditioned spaces if permanent system is not operational at the time air conditioning or dehumidification is required for installation of millwork, wood flooring, casework, countertops, ceiling tile, etc.
29. Systems must be complete, operational and tested to meet the requirements of PA L&I and Local codes.
30. Provide identification of valves and lines as indicated.
31. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as

- required for installation of sprinkler system fixtures and equipment.
32. All other duties and requirements identified in the Contract Documents.

2.5 CONTRACT NO. 5 - ELECTRICAL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes.
- B. Electrical scope will account for electrical terminations and power requirements for: Division 21 Fire Suppression, Division 21 Plumbing, Division 23 HVAC. Furnish and install all electrical scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS All Sections

DIVISION 01 - GENERAL REQUIREMENTS All Sections

DIVISION 02 THROUGH DIVISION 14 All Sections (Coordinate)

DIVISIONS 21-23 All Sections (Coordinate and install where applicable)

DIVISION 26 ELECTRICAL

- 260100 General Requirements
- 260513 Medium Voltage Cable
- 260519 Low Voltage Electrical Power Conductors and Cable
- 260526 Grounding and Bonding for Electrical Systems
- 260529 Hangers and Supports for Electrical Systems
- 260534 Conduit
- 260537 Boxes
- 260533 Identification for Electrical Systems
- 260573 Power System Studies
- 260914 Electrical Power Monitoring
- 260923 Lighting Control Devices
- 262100 Low Voltage Electrical Service Entrance
- 262200 Low Voltage Transformers
- 262413 Switchboards
- 262416 Panelboards
- 262717 Equipment Wiring

- 262726 Wiring Devices
- 262813 Fuses
- 262818 Enclosed Switches
- 263213 Engine Generator (Alternate)
- 263213 Engine Generator
- 263600 Transfer Switches
- 264300 Surge Protective Devices
- 265100 Interior Lighting

DIVISION 27 – COMMUNICATIONS

- 271005 Structured Cabling for Voice and Data
- 275319 Emergency Responder Radio Communication System

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

- 284600 Fire Detection and Alarm
- 285500 RF Survey for Emergency Responder Radio Antenna

DIVISION 31 – EARTHWORK

- 312316 Trenching (for electrical scope only as well as coordination of electrical scope)
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the Civil Contractor.

DIVISION 33 – UTILITIES

- 337119 Underground Ducts
- Division 33 applies to the electrical scope only
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the Civil Contractor.

C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

- D. Narrative Description of Contract No.5 - Electrical Construction: The working of this Contract includes, but shall not be limited to the following items:
1. Participate in the coordination drawing process as defined in this specification section.
 2. Provide Operation and Maintenance instruction manuals and specified training to the Owner.
 3. Provide layout for the General Contractor indicating all openings in the new floor and roof decks that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Electrical Contractor, who shall also provide support steel at these openings as required.
 4. Provide start up and training as required by the Contract Documents.
 5. Review temporary facilities and controls and electrical specifications for temporary electric requirements. Temporary electric shall be provided and installed by the Electrical Contractor including site and service electric if applicable.
 6. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.
 7. Provide temporary power and lighting as indicated in specification section 015100 Temporary Utilities and Facilities.
 8. Provide all electrical work including testing, conduit, wiring and cable, boxes, wiring devices, enclosures, equipment final connections, support devices, identification, switchboards, disconnect switches, primary and secondary grounding, panel boards, motor controls, lighting fixtures, emergency power and lighting, fire alarm and smoke detection, final HVAC electrical, fire protection electrical and plumbing electrical connections, hangers, supports unless specifically designated by the General Contractor, blocking, wall sleeves, flashing, etc. as shown and/or specified.
 9. Provide equipment and all necessary wiring for installation of the following systems. (Interface and coordinate with security systems work)
 - a. Fire Alarm System
 - b. Lighting Controls And Devices
 - c. Generator systems
 - d. Integrated communication systems
 - e. System
 - f. Switchboards / Panel boards
 - g. Telecommunications (rough-in and coordination only, provided by Owner)
 - h. Security systems (rough-in and coordination only, provided by Owner).
 10. It is the intent of the Contract for the Electrical Contractor to provide a complete system for all systems above including conduit, boxes, surfaces, raceway wire, fiber optics, patch panels, connectors, terminations, patch controls, jacks, UTP cabling, testing, equipment, brackets, hardware, layout, check out, training, etc.

11. Provide equipment and all necessary wiring for interfacing of the following systems:
 - a. HVAC Equipment
 - b. Fire Protection Equipment
 - c. Electrically operated overhead Coiling Doors and grilles
 - d. Door operators
12. Provide identification of equipment as required.
13. Provide all cutting, patching, excavation, and backfill, including work for new incoming service, etc. as necessary to install the work of this Contract.
14. Provide cast-in-place or precast vaults, manholes, handholes, etc. required for electrical and telecom services. Include manhole cable racks, manhole covers, ladders, grounding, sump pit, and gratings for both electric and communication systems. Provide all associated excavation stone bases, tamping and backfill including any shoring that may be required.
15. Provide fire rated backboards for electrical and telephone equipment as shown or specified. If backboards are to be painted, provide confirmation with delivery receipt included in Operation and Maintenance Manuals.
16. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.
17. Provide concrete for encasement of conduit, foundation/base for site lighting, etc. as required for work by this contract. Provide warning tape as required. Provide rebar reinforcement as shown on Contract Documents.
18. Provide fire-safing and fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations made as a result of the work of this Contract.
19. Furnish any access panels, which are required for access to the work of this Contract for installation by GC. Provide under floor boxes as shown or specified.
20. Provide power wiring to all HVAC, electrical, and plumbing, etc., as required or shown.
21. Wire loose motor starters furnished by HVAC, Plumbing Contractors, as part of the General Contract and miscellaneous equipment. The Electrical Contractor shall furnish and install the conduit, wire and disconnects for all systems using 120 Volts A.C. and above.
22. Provide testing and documentation of test results for electrical and telecommunications systems as per the Contract Documents. Provide copies of testing and inspections to Owner and Architect and Engineer.
23. Provide patching of existing roads and lawn areas as a direct result of new underground conduit.
24. Furnish and wire duct smoke detectors, installation shall be by Mechanical Contractor.
25. Electrical Contractor shall provide conduit and back boxes, surface metal raceway, pull strings, sleeves to communication closets, and device boxes as required for installation of all communication systems as per the Contract Documents.
26. Electrical Contractor shall provide fire alarm wiring to fire sprinkler flow

- and tamper switches as required.
27. Electrical Contractor to provide and install telephone and data cables for connection to the fire alarm panel, security panel, ATC panels, etc. As per the Contract Documents.
 28. Coordinate with Mechanical Contractor for electrical hook-up of mechanical equipment.
 29. Electrical Contractor shall include in his bid and be responsible for all cost associated with the Telecommunication Systems.
 30. Electrical Contractor shall provide all site electrical work. Civil Contractor responsible for trenching and backfill for underground electric, and concrete encasement.
 31. All other duties and requirements identified in the Contract Documents.

2.6 CONTRACT No. 6 – FIRE SUPPRESSION CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording “FP Contractor” or “Fire Protection Contractor” shall mean the same as the “Fire Suppression Contractor”.
- B. Coordination with all parties: General construction, Electrical construction, Plumbing construction, Mechanical construction and Civil construction. Furnish and install all fire-suppression scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS All Sections

DIVISION 01 - GENERAL REQUIREMENTS All Sections

DIVISION 02 THROUGH DIVISION 14 All Sections (Coordinate as applicable)

DIVISION 21 – FIRE SUPPRESSION

- 210100 – General Provisions
- 210500 – Common Work Results for Fire Suppression
- 210553 – Identification for Fire Suppression Piping & Equipment
- 211300 – Fire-Suppression Sprinkler Systems

Fire Suppression scope accounts for all interior scope from inside all buildings to 5' outside of all building footprints. Civil contractor will be responsible for all excavation and piping 5' and beyond the exterior footprint of the exterior of all buildings.

C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative Description of Contract No.6 – Fire Suppression Construction: The working of this Contract includes, but shall not be limited to the following items:

1. Provide all sprinkler work including sprinkler piping, heads, flow and tamper switches, trim, accessories, supports unless shown or specified by others, anchorage, etc, as shown and/or specified in order to have 100% sprinkler coverage where indicated in the contract drawings.
2. Provide fire pump and jockey pump, final size as required per fire protection criteria indicated on drawings. Coordinate final electrical requirements with Electrical Contractor.
3. Provide all hydraulic calculations to size fire protection piping system. All pipe areas shown on plans, including combined water service to building, are approximate. Actual size shall be determined by this contractor.
4. Perform fire hydrant flow and pressure test.
5. Provide cleaning, disinfecting and testing of lines and equipment and final inspection at each project phase as may be necessary to obtain partial occupancies. Provide testing of underground fire protection lines per NFPA 13 requirements.
6. Provide final sprinkler connection to Owner Furnished Equipment, as shown and/or specified.
7. Coordinate tie in of sprinkler system to fire alarm system with Electrical Contractor. Provide flow and tamper switches for connection to fire alarm system.
8. Provide all underground sprinkler fire service piping to 5'-0" outside of

- building, include excavation, backfill and miscellaneous concrete work. Perform final connection to sprinkler service.
9. Prefabrication of any sprinkler pipe is done at the sole risk of the contractor. Any modifications to prefabricated sprinkler pipe that needs to be done in the field in order to accommodate actual conditions or coordination issues shall be done at the expense of the contractor.
 10. Systems must be complete, operational and tested to meet the requirements of PA L&I and local code.
 11. Provide all control wiring required for the local system controls with power wiring to be provided by the Electrical Contractor.
 12. Loose motor starters and drives for Fire Protection equipment shall be furnished by the Fire Protection Contractor and wired by Electrical Contractor. Disconnect switches and fuses shown on electrical drawings will be furnish and installed by Electrical Contractor.

NOTE: The above descriptions of the scope of these Contractors' work are not complete descriptions of the Contractors' obligations for this project. The Contractors are reminded to review and familiarize themselves with all relevant Contract Documents.

END OF SECTION 011200

SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Division 01 Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit prices, as stated on the Bid Form, are a price per unit of measurement for materials, equipment, or services, added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, taxes overhead, and profit.
- B. Measurement and Payment: The Construction Manager and Architect will verify units of measurement with the Contractor. Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Specification Sections should be referenced for requirements and materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Prices are AS INDICATED ON THE INDIVIDUAL PRIME CONTRACT BID FORMS. Include all allowances listed on the Bid Form and project drawings and specifications in the Base Bid price. Do not adjust unit prices for any alternates unless specifically listed in the alternate.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- C. Each of the alternates identified in bid forms are treated as Option Alternates.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule of Alternates is included on Drawing A003. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF OPTIONAL ALTERNATES

- A. Reference Bid Forms for Alternates

END OF SECTION 012300

SECTION 012500 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written documentation and dates required to evaluate changes.
 - 2. Maintain detailed records of work done on a time and material/force account basis.
 - 3. Provide full documentation to Architect on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.2 RELATED REQUIREMENTS

- A. OWNER-CONTRACTOR AGREEMENT: The amount of established unit prices.
- B. GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION:
 - 1. Methods of determining cost or credit to Owner resulting from changes in work made on a time and material basis.
 - 2. Contractor's claims for additional costs.
- C. Section 012900: PAYMENT PROCEDURES
- D. Section 013200: CONSTRUCTION PROGRESS DOCUMENTATION
- E. Section 017800: PROJECT RECORD DOCUMENTS

1.3 DEFINITIONS

- A. Change Order: See General Conditions.
- B. Construction Change Directive, AIA Document G714:
- C. Architect's Supplemental Instructions, AIA Document G710: A written order, instructions, or interpretations, signed by Architect making minor changes in the Work not involving a change in the Contract Sum or Contract Time.

1.4 PRELIMINARY PROCEDURES

- A. Architect may initiate changes by submitting a Proposal Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Architect, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason from making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate Contractors.
 - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Architect may issue a Construction Change Directive for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.
- D. Contractor shall sign and date the Construction Change Directive to indicate agreement with the terms herein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient data to allow Architect to evaluate the quotation.
- B. On each proposal, additional data to support time and cost computations:

1. Labor required. In computation of cost breakdown estimates, the contractor shall use MCAA & SMACNA for all Mechanical labor units and NECA for all Electrical and Means for all other trades labor productivity units.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Contract, similarly documented.
 6. Overhead and profit applied to net of all cumulative additions and deletions.
 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time and material/force account basis, with documentation as required for a lump sum proposal, plus additional information.
1. Name of the Owner's authorized agent who ordered the work, and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
- D. Document requests for substitutions for Products as specified in Section 016300.

1.7 PREPARATION OF CHANGE ORDERS

- A. Architect will prepare each Change Order.
- B. Form: Change Order, AIA Document G701 unless otherwise directed.
- C. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details to the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- E. Agreement on any change order shall constitute a final settlement on all matters relating to the change in the Work that is subject to the change order, including, but not limited to, all direct and indirect costs associated with such change and any adjustment to the Contract Sum and the Project Schedule.

1.8 LUMP SUM / FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1. Architect's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
 - 2. Contractor's Proposal for a change, as recommended by Architect.
- B. Owner and Architect will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1. Architect definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as recommended by Architect.
 - 3. Survey of completed work.
- B. The amount of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between Owner and Contractor, if not identified in Agreement.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. Owner and Architect will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 - 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
 - 1. Architect will issue a Construction Change Directive directing Contractor to proceed with the change on the basis of Unit Prices, and will cite the applicable unit prices.
 - 2. At completion of the change, Architect will determine the cost of such work based on the unit prices and quantities used.

- a. Contractor shall submit documentation to Architect to establish the number of units of each item and any claims for a change in Contract Time on a daily basis.

3. Architect will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL / FORCE ACCOUNT CHANGE ORDER / CONSTRUCTION CHANGE AUTHORIZATION

- A. Architect and Owner will issue a Construction Change Directive directing Contractor to proceed with the changes.
- B. Contractor will submit to the Architect on all inclusive list of labor rates within 20 days from issuance of Contract Documents and prior to the start of any time and material work.
- C. Should time allow, prior to commencement of work, Contractor shall submit to the Architect a "not to exceed quotation" for extra work being done on a time and material force account change order.
- D. Contractor will submit daily work sheets to the Architect for approval by the following day.
- E. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section. Supporting data shall include daily worksheets signed by Architect.
- F. Architect will determine the allowable cost of such work including overhead and profit, as provided in the General Conditions and Supplementary Conditions.
- G. Architect will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- H. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor will periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. General Contractor will revise the Construction Schedule to reflect each change in Contract Time.

1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, Contractor will enter pertinent changes in Record Documents.

1.12 UNJUST ENRICHMENT

- A. In no event shall Owner be subject to a claim of unjust enrichment or quantum meruit, regardless of whether Owner has been unjustly enriched.
- B. Contractor hereby waves any right to make or bring a claim of unjust enrichment on quantum meruit.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 012500

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

- 1. Provisions of this section apply to the work of the Prime Contract.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. This Section specifies administrative and procedural requirements governing each Prime Contractor's Applications for Payment.

- 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule. List of Subcontracts, and Submittal Schedule.

- C. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. The Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.

- 1. Correlate the items in the Schedule of Values with other required administrative schedules and forms, including:

- a. Contractor's construction schedule.
 - b. Application for Payment form.
 - c. List of subcontractors.
 - d. Schedule of alternates.
 - e. List of products.
 - f. List of principal suppliers and fabricators, if items purchased by Contractor.
 - g. Schedule of submittals.

- 2. Submit the Schedule of Values within 10 days of award of contract.

3. Sub-Schedules: Where the work is separated into phases, areas or floors that require separate payments, provide sub-schedules showing values correlated with portion of the work.
- C. Format: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
1. Type Schedule on AIA Document G703 - Continuation Sheet for Application and Certificate for Payment or on 8-1/2 x 11 in. white bond paper.
 2. Contractor's standard forms or media driven printout will be considered upon request.
 3. Follow Table of Contents or Project Manual for listing component parts. Identify each line item by number and title of major Specification Section. Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
- D. Content:
1. List each "Major Item of Work" and each "Subcontracted Item of Work" and each item covered under "General Conditions": As a separate line item to serve as a basis for computing values for Progress Payments.
 2. For each major line item, list sub-values of products operations under the item.
 3. For the various portions of the Work:
 - a. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, breakdown the value into:
 - 1). The cost of the materials, delivered and unloaded, with taxes paid.
 - 2). The total installed value.
 - c. Contractor shall include in various items a proportional amount of overhead and profit on Owner's direct purchased materials which were included in Contractor's bid.
 4. Submit a "Sub-Schedule" of unit costs and quantities for each separate stage, phase or portion of Work with unit values for the materials to be purchased by Contractor broken down into:
 - a. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - b. Installation costs, including Contractor's overhead and profit.

5. The installed unit volume multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.
6. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment: After the Architect has issued a Project Certificate for Payment, the Owner shall make payment within the time provided in the Contract Documents.
- C. Payment Application Times: Pencil copies of pay applications are due to be submitted to the Architect on the 25th day of each month for work completed up to that day. Upon approval by the Architect, three (3) notarized originals shall be sent to the Architect for further processing. Originals must be received by the Architect by the 1st of each month. Contractors will receive payment in accordance with the general conditions to the contract.
- D. Payment Application Forms: Use AIA Document G702/CMA and Continuation Sheets G703 as the form for Application for Payment.
- E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit FOUR (4) executed copies of each Application for Payment to the Architect by means ensuring receipt by the 1st of the month.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 1. Contractor's Construction Schedule per Section 013200.
 2. List of subcontractors.
 3. List of principal suppliers and fabricators for both Owner's direct purchase of Materials and Contractors.

4. Schedule of Values.
5. Schedule of principal products.
6. Schedule of unit prices.
7. Submittal Schedule.
8. Copies of authorizations and licenses from governing authorities for performance of the work.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work. Administrative actions and submittals that shall proceed or coincide with this application include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreement.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Start-up performance reports.
7. Change-over information related to Owner's occupancy, use, operation and maintenance.
8. Final cleaning.
9. Application for reduction of retainage, and consent of surety.
10. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project close-out requirements.
2. Completion of Punchlist items.
3. Transmittal of required Project construction records to Owner.
4. Resolution of all Claims
5. Execution of all Change Orders
6. Assessment of Liquidated Damages
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish and similar elements.
9. Change of door locks to Owner's access.
10. Consent of Surety to release final payment.
11. Executed final waiver

J. Owner Payment

- A. Notwithstanding anything to the contrary, in no event shall Contractor stop the Work in connection with any withholding of payment for an item on

failure to make payment relating to an item in connection with a good faith dispute.

- B. Owner reserves the right, at its sole discretion, to issue joint checks. In no event shall joint payment create any obligations or contracts between Owner and a sub-contractor's supplier.

1.5 PAYMENT FOR STORED MATERIALS

The Owner may pay for off site stored materials to be purchased by Contractor, at their discretion and through consultation with the Architect, provided the following requirements are met:

1. The Contractor must provide insurance certificate indicating such materials specifically insured. Materials remain the Contractor's insurance responsibility until they are delivered to the job site, which is when the Owner's Builders Risk goes into effect. Reference insurance specifications.
2. Materials shall be segregated and clearly marked with the Owner's name and project name.
3. The Contractor must provide a fully executed "Bill of Sale".
4. The Contractor must provide proof (through personal inspection by Owner's representative) that materials noted can be physically verified. The Contractor shall reimburse the Owner and Architect for all reasonable expenses associated with representative's inspection trip.

END OF SECTION 012900

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SECTION 013110 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Contractor participation in Preconstruction Meeting and Project Meetings.

1.2 RELATED REQUIREMENTS

- A. Section 013200: CONSTRUCTION PROGRESS DOCUMENTATION
- B. Section 013300: SUBMITTAL PROCEDURES
- C. Section 017800: PROJECT RECORD DOCUMENTS

1.3 PRECONSTRUCTION CONFERENCE (Initial Job Conference)

- A. The Architect and or the Owner's designated Project Representative will schedule THE PRE-CONSTRUCTION CONFERENCE after Notice to Award.
- B. Location: To be determined as determined by the Owners designated project representative.
- C. Attendance:
 - 1. Owner/Owner's Representative.
 - 2. Architect's Representative.
 - 3. Contractor's Representative, as appropriate.
 - 4. Contractor's major Subcontractors' Representatives as deemed appropriate by Contractor.
- D. Agenda: Use this format:
 - 1. Distribution of Contract Documents.
 - 2. Submittal of Source of Supply Forms listing subcontractors, proposed products, Schedule of Values, and progress schedule.
 - 3. Designation of responsible personnel.
 - 4. Procedures and processing of field decisions, required submittals, substitutions, applications for payment, proposal requests, change orders, and Contract close-out procedures.
 - 5. Scheduling, major equipment and component deliveries, and priorities.
 - 6. Use of premises by Owner and Contractor(s).
 - 7. Owner's requirements, and when appropriate, occupancy.
 - 8. Temporary facilities.
 - 9. Security and housekeeping.
 - 10. Procedures for testing.
 - 11. Requirements for start-up of equipment.

12. Inspection and acceptance of equipment put into service during construction.

1.4 PROGRESS MEETINGS

- A. The Owners designated project representative will schedule regular progress meetings as needed and bi-weekly at a minimum.
- B. Called meetings and/or special meetings shall be as appropriate by progress of the work, in the discretion of the Owner, the Owner's Representative or the Architect.
- C. Location of the progress meetings: Job site trailer provided by the GC as noted in specification Section 011200, Multiple Contract Summary.
- D. Attendance:
 1. Owner/Owner's Representative.
 2. Architect's Representative.
 3. Contractors working on site or necessary for coordination of upcoming work (mandatory).
 4. Suppliers or subcontractors if appropriate to the agenda.
- E. Agenda:
 1. Review, approval of minutes of previous meeting.
 2. Review of work progress since previous meeting.
 3. Field observation, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain project's schedule.
 7. Revisions to Construction Schedule.
 8. Progress, schedule, during succeeding work period.
 9. Coordination of schedules.
 10. Review submittal schedules; expedite as required.
 11. Maintenance of quality standards.
 12. Pending changes and substitutions.
 13. Review proposed changes for:
 - a. Effect on Construction Schedule and on Completion date.
 - b. Effect on other contracts of the Project.
 14. Other business.
 15. Discuss outstanding proposal requests, RFI's, change orders, etc.
 16. Safety Issues

1.5 PROJECT SUPERINTENDENT MEETINGS

- A. Will be held by all prime contractors on a weekly basis to be determined.

- B. Called meetings and/or special meetings shall be held as required by progress of the work.
- C. Location of the superintendent meetings: General Contractors construction trailer or as designated by Owner's project representative.
- D. Attendance:
 - 1. Designated Owner's Project Representative.
 - 2. Contractor's superintendent working on site or necessary for coordination of upcoming work (mandatory).
 - 3. Subcontractors Representative as required by Designated Owner's Project Representative or Job Condition.
 - 4. Representative of Prime Contractors not yet mobilized as required by Designated Owner's Project Representative.
 - 5. Suppliers as required.
- E. Agenda:
 - 1. Review, approval of minutes of previous meetings.
 - 2. Review of work progress since previous meetings.
 - 3. Review of upcoming work.
 - 4. Problems/conflicts.
 - 5. Old business/new business.
 - 6. Safety.
 - 7. Daily required manpower report submittals.

1.6 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, the respective Contractor shall convene a Preinstallation meeting at the site prior to commencing work of the section.
- B. All Contractors directly affecting, or affected by the work of the specific section shall be required to attend.
- C. The responsible Contractor shall notify the Construction Manager, Architect/Engineer Owner and other affected Contractors five days in advance of the meeting.
- D. The Contractor shall prepare the agenda and preside at the meeting.
 - 1. Review the conditions of installation, preparation and installation procedures.
 - 2. Review the coordination of other work.
- E. The Contractor shall record minutes and distribute copies within five days after the meeting to all participants, with two copies to the Construction Manager, and single copies to the Architect/Engineer, Owner and those affected by the decisions made and information provided.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 013110

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Pre-bid Schedule
- B. Procedures for preparation, development and updating of CPM CONSTRUCTION SCHEDULE.

1.2 RELATED REQUIREMENTS

- A. Section 011200 - MULTIPLE CONTRACT SUMMARY
- B. Section 013300 - SUBMITTAL PROCEDURES

PART 2 – PROJECT SCHEDULE

2.1 GENERAL

- A. Upon Notice to Proceed the overall Project CPM Schedule will be prepared by the Construction Manager in accordance with the following.

PART 3 - CPM CONSTRUCTION SCHEDULING

3.1 GENERAL

- A. The CPM Schedule network plan including any appropriate milestone dates and the computer-produced reports shall be part of the Owner/Contractor agreement as stipulated herein.
- B. The Prime Contractors shall provide all information required by the Construction Manager for development of a network plan and schedule for this in accordance with the requirements of this section of the General Requirements.
- C. The purpose of the plan and schedule will be to assure adequate planning and execution of the work of the Prime Contractors, and to assist the Architect in monitoring the progress of the work and evaluating proposed changes to the contract and schedule.
- D. The project management tool commonly called the Critical Path Method (CPM) shall be employed for the planning, scheduling and reporting of all work to be performed under the contract.
- E. Changes to the construction schedule affecting start and completion dates of activities or durations shall not automatically mean that an extension of the

Contract Completion Date is warranted or due the Contractor. A Contract Modification or delay may not affect existing critical activities or may cause non-critical activities to become critical, resulting only in absorbing a part of the available total float that may exist within an activity chain on the Network and no change to the interim milestone dates or the Contract Completion Date.

- F. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float is not for the exclusive use or benefit of either the Owner or any of the Prime Contractors. Extensions of time to interim milestone dates or the Contract Completion Date under the Contract will be granted only to the extent that equitable time adjustment to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.
- G. In no event shall any progress report or updated schedule constitute an extension or change of the Contract Time, a milestone date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a change order.

3.2 INITIAL SUBMITTAL AND NETWORK PREPARATION

- A. To the extent necessary for the Construction Manager to reflect in a computerized CPM Schedule network diagram the Prime Contractor's proposed plan for completion of their work, the Prime Contractors shall be prepared to meet with and assist the Construction Manager, and furnish information subsequent to award of the contract.
- B. Following the Contract Award, the Construction Manager will meet with the other Prime Contractors and conduct a review meeting to assure their understanding of said schedule and contractual milestone dates.
- C. Within ten (10) calendar days after the meeting to review the Project Schedule, the Prime Contractors will provide their proposed plans of operation to the Construction Manager. The Contractor's plan of operations shall consist of, but not limited to, the following:
 - 1. List of proposed Construction Activities.
 - 2. List of Proposed Duration's for Construction Activities (in work days).
 - 3. List of proposed Duration's for major procurement items (in work days).
 - 4. Proposed Sequencing of Construction Activities.
- D. The Construction Manager and other Prime Contractors will then meet and jointly develop the CPM project schedule, based on all of the Prime Contractor's proposed plans and sequences of operation. Any areas of such plans which conflict with timely completion of the project will be subject to revision unless adequate justification for these plans, duration's and logic.

- E. The Prime Contractors will be responsible for assuring that any and all subcontractor work, as well as his own work, is included and that the diagram shows a coordinated plan of work.
- F. Proposed durations assigned to each activity shall reflect the Prime Contractor's best estimate of time required to complete activity considering the scope and resources planned for activity.
- H. Failure by the Prime Contractors to include the element of work required for performance of the contract shall not excuse any of the Prime Contractors from completing all their work within the Contract Completion Date. If the Construction Manager questions any of the Prime Contractor's proposed durations, said Prime Contractor shall within five (5) calendar days provide estimates of his labor and intended crew and/or equipment sizes required for the activity which support the proposed duration.
- I. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all contract work within the allotted contract time milestone completion dates.

3.3. REVIEW AND APPROVAL

- A. Within ten (10) calendar days after receipt of the CPM Schedule and reports provided by the Construction Manager, each Prime Contractor shall meet with the Construction Manager, if required, for joint review, correction, or adjustment of the proposed plan and schedule. After these joint meetings, the CPM Schedule and reports will be revised in accordance with agreements reached during the joint reviews. Two (2) copies each of the CPM Schedule and reports will be provided to the Prime Contractors and the Architect. The Construction Manager shall provide, on usb, an electronic version of the schedule in the native software format to the Architect for verification of conformance with the contract documents. The revised CPM Schedule will be reviewed by the Prime Contractors, and if found to be as previously agreed upon, will be accepted within three (3) working days.
- B. Upon establishment of an agreed upon schedule, the Prime Contractor will sign the CPM Schedule network drawings and computer produced reports, which will then indicate the acceptance and approval of the project schedule, sequence of activities and times for completion. Receipt of the approved project schedule by the Prime Contractor and the Architect will be a condition precedent to the making of any partial payments under the Contract.

3.4 SCHEDULING UPDATING AND REVISIONS

- A. The Approved Project Schedule will be updated by the Construction Manager on a monthly basis for the purpose of recording and monitoring the progress of work. The other Prime Contractors shall meet with the Construction Manager monthly at a minimum upon request to review actual progress made to date, dates of activities started and completed, and the percentage of work completed to date on each activity started by not completed.

- B. Upon completion of the joint reviews, the Construction Manager will revise the schedule to reflect progress of the work to date and provide a copy to the other Prime Contractors.
- C. Based on the result of the progress update, when the approved project schedule no longer represents the actual prosecution and progress of the work, a revision to the schedule logic sequence and the precedence diagram may be required by the Architect or requested by the Prime Contractors.
- D. The Prime Contractors may also request revisions to the logic sequence and precedence diagram in the event his planning for the project is revised. If the Prime Contractor desires to make changes in the Approved Project Schedule to reflect revisions in this method of operating and scheduling, he shall notify the Construction Manager in writing two weeks prior to the next schedule update, stating the reasons for the proposed revision.
- E. The Construction Manager will give consideration to reasonable requests for changes to the schedule logic sequence.
- F. The Construction Manager will prepare a revised construction schedule incorporating the necessary or agreed to changes to the logic sequence and distribute it to all Prime Contractors.
- G. The Construction Manager shall complete updates & submit updated schedule in paper and electronic format in the native software format to the Architect by the 25th of each month. Failure to submit can be grounds for withholding payment. Prime Contractor not providing updated information to the Construction Manager in a timely manner may have payment withheld.
- H. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule.
- I. If the Prime Contractor does not record any exceptions to the published Project Schedule update or the revised construction schedule within five (5) calendar days of its receipt, he will be deemed to have accepted and approved it.

3.5 RESPONSIBILITY FOR COMPLETION

- A. The Prime Contractor shall furnish sufficient forces, plan and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the most current update of the Project Schedule. If, in the opinion of the Architect, the Prime Contractor falls behind in meeting the schedule as presented in the most current update, the Prime Contractor shall take steps as may be necessary to improve his progress, and the Architect and/or Owner's designated project representative may require him to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the Owner. All additional expenses incurred by the Owner due to such work will be deducted

from the amount due the Prime Contractor. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays, and holidays if the Prime Contractor so elects and if approved by the Architect or the Owner's designated project representative.

- B. Failure of the Prime Contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the Prime Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the Prime Contractor's right to proceed with the Work or any separable part thereof, in accordance with the provisions of Article 14.2 of the General Conditions, or may take such other actions as may be deemed appropriate.
- C. Failure of the prime contractor to comply with the requirements of this subsection shall be a basis for determination by the owner that the prime contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the owner may terminate the prime contractor's right to proceed with the work or any separable part thereof, in accordance with the provisions of the General Conditions, or may take such other actions as may be deemed appropriate.

3.6 STIPULATIONS

- A. Each prime contractor shall be responsible for understanding the scheduling terminology employed.
- B. The value of creating and maintaining the schedule shall be included in the schedule of values.
- C. Acceptance of the approved baseline construction schedule by each prime contractor shall be a condition precedent to the making of any progress payments under the contract.
- D. The schedule may be used in evaluating proposed changes to the contract and/or to the schedule itself.
- E. Float is not for the exclusive use or benefit of either the owner or any of the prime contractors.
- F. Extensions of time to interim milestone dates or the contract completion date under the contract will be granted only to the extent that equitable time adjustment to the activity or activities affected by the contract modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the contract completion date.
- G. Changes to the schedule affecting start and completion dates of activities or durations shall not automatically mean that an extension of the Contract Completion Date is warranted or due the contractor. A Contract Modification or

delay may not affect existing critical activities or may cause non-critical activities to become critical, resulting only in absorbing a part of the available total float that may exist within an activity chain on the network and no change to the interim milestone dates or the Contract Completion Date.

- H. In no event shall any progress report or updated schedule constitute an extension or change of the Contract Time, a milestone date or the Contract Sum unless any such adjustment is agreed to by the owner and authorized pursuant to a change order.
- I. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule.
- J. If any prime contractor does not record any exceptions to the published project schedule update or the revised construction schedule within five work days of its receipt, he will be deemed to have accepted and approved it.

3.7 SCHEDULING TOOLS AND PROCESSES

- A. The project management tool commonly known as the critical path method (CPM) will be employed for the planning, scheduling and reporting of all work to be performed under the contract.
- B. The scheduling work will be performed within the principles and practices described in The Practice Standard for Scheduling and ANSI/PMI 99-001-2004, cited at the end of this specification section. Other reference books cited there will provide additional clarification and instruction.
- D. Each time the schedule is updated it will be saved and copied. The copy will be used for the next update. Each schedule update will be assigned a unique project ID to differentiate it from other updates in the series.
- E. The primary printed schedule presentation will be in the form of a Gantt Chart (bar chart). The activities will be organized by phases and work areas, according to the configuration of the specific project. In the column section the displayed data will include activity description, original duration, remaining duration (on an updated schedule, but not a baseline), (early) start and (early) finish dates, and total float. The title block will include the unique project ID.

3.8 REFERENCE DOCUMENTS

- A. The Practice Standard for Scheduling. Published by the Project Management Institute, Newtown Square PA, ISBN 13: 978-1-930699-84-7, ISBN 10: 1-930699-84-0.
- B. A Guide to the Project Management Body of Knowledge, ANSI/PMI 99-001-2004, Section III, Chapter 6, Project Time Management. Published by the Project Management Institute, Newtown Square PA,

- C. CPM in Construction Management, 5th Edition. Written by James J. O'Brien and Fredric L. Plotnick, published by McGraw-Hill, ISBN 0071344403.
- D. Project Management: A Systems Approach to Planning, Scheduling and Controlling, 8th Edition. Written by Harold Kerzner, published by John Wiley & Sons, ISBN 0471225770.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Shop Drawings, Product Data, and Samples.
- B. Contractor review and approval, and distribution of copies.
- C. Procore website will be used for submitting Shop Drawings and Product Data.
- D. All contractors are required to use the Procore software system to its fullest reasonable extent. This will include at a minimum, the submission and tracking of all shop drawings, processing of RFI's and completion and submission of daily field reports by the applicable prime contractor.

1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Definitions and basic responsibilities of entities.
- B. Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION: Schedule for submittals.
- C. Section 017800 - PROJECT RECORD DOCUMENTS
- D. Section 017810 – WARRANTIES AND BONDS

1.3 SHOP DRAWINGS

- A. Present in a clear and thorough manner in CADD (not hand drawn). Title each drawing with Project name and number.
 - 1. Architect's Shop Drawing, Product Data and Sample Submissions cover sheet shall be fully completed for each submission and permanently attached as the first sheet for all product data, shop drawing, and sample submissions. Submittals not complying with this requirement will be returned to the contractor for non-compliance with the submittal procedures.
- B. Identify field dimensions; show relation to adjacent or critical feature of work or products.

1. Elements of drawings shall be identified by reference to sheet number and detail, schedule or room numbers shown on Contract Drawings.
- C. Minimum sheet size: Manufacturer's standard; adequate to clearly illustrate.
- D. Each contractor submitting shop drawings is required to submit their initial submittal information in pdf format to the Procore software that will be utilized by all team members for this project.
- E. Each Contractor submitting shop drawings is required to submit one record hard copy of all final approved submittal information to the Designated Owner's Project Representative until the project completion and then be turned over to the Owner for their use.

1.4 PRODUCT DATA

- A. Submit only pages which are pertinent.
 1. Architect's Shop Drawing, Product Data and Sample Submissions cover sheet shall be fully completed for each submission and permanently attached as the first sheet for all product data, shop drawing, and sample submissions. Submittals not complying with this requirement will be returned to the contractor for non-compliance with the submittal procedures.
 2. Clearly mark each copy of printed data to identify applicable Products, models, options, and other data, referenced to Specification Section and Article number.
 3. Show reference standards, performance characteristics and capacities.
 4. Show dimensions and clearances required.
 5. Show wiring or piping diagrams and controls.
 6. Show component parts, and finishes.
- B. Manufacturer's standard schematic drawings and diagrams:
 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
 2. Supplement standard information to provide information specifically applicable to the Work.
 3. Delete information not applicable.
 4. Provide manufacturer's preparation, assembly, and installation instructions when required by the Specification Section.
- C. Electronic Distribution of Submittals:
 1. When and only if instructed by the Architect or Designated Owner's Project Representative, provide electronic media versions of submittals including but not limited to shop drawings, diagrams and relevant product data. Information shall be provided by the Contractor in the format

specified by the Architect through the use of construction management software for information exchange known as Procore.

1.5 SAMPLES

- A. Office Samples: Limit to items requiring color, pattern and similar selections and shall be sufficient size and quantity to clearly illustrate:
 - 1. Full range of color, texture, and pattern for Architect/Engineer selection.
 - 2. Submit samples for selection of finishes within 20 days after the date of contract.
 - 3. Submit a minimum of two items.
- B. Label each sample with identification required for transmittal letter.
- C. Approved samples which may be used in the Work are indicated in the respective Specification Section.

1.6 COLOR SELECTIONS

- A. The Contractor, as soon as possible, shall assemble from appropriate subcontractors and material suppliers, the manufacturer's names of all material requiring color selection by the Designated Owner's Project Representative/Architect including those already defined on the drawings. Color charts shall be supplied to the Architect and Designated Owner's Project Representative. After the required information has been supplied, the Architect will prepare a complete color schedule based on the approved samples of materials submitted. The Architect will not begin to prepare a color schedule or approve colors of any items until complete information on all items requiring color selection has been supplied by all Contractors.

1.7 MANUFACTURER'S CERTIFICATES

- A. Submit Certificates, in duplicate, in accordance with requirements of each Specification Section.

1.8 CONTRACTOR RESPONSIBILITIES

- A. Review and approve Shop Drawings, Product Data, and Samples PRIOR to submission to Architect and Engineer.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Manufacturer's catalog numbers and similar data.
 - 4. Conformance of submittal with requirements of Contract Documents.

- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Sign or initial each sheet of shop drawings and product data and each sample label to certify approval and compliance with requirements of Contract Documents.
- E. Notify the Architect in writing, at time of submission, of ANY AND ALL DEVIATIONS in the submittals from requirements of the Contract Documents.
- F. DO NOT FABRICATE PRODUCTS or begin work which requires submittals until return of submittals with Architect/Engineer review stamp.

1.9 SUBMITTAL REQUIREMENTS

- A. Transmit submittals promptly in accordance with approved Progress Schedule, and in such sequence as to cause NO DELAY in the work or in the work of any other Contractor.
 - 1. The Contractor shall transmit submittals directly to the Architect with a copy to the Owner's Representative.
 - 2. The Contractor shall transmit all submittals using the submittal sheet supplied by the Architect.
 - 3. All submittals shall be made within 20 days of the date of the Notice to Proceed, or as required to maintain the project schedule.
- B. Contractor shall prepare for his use on this project a shop drawing stamp or a permanent stick on label as required in Division 1 and shall contain the following:

_____ Contractor approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents and with work of other Contractors.

Date Contractor

Specification Section _____ Contract No.

Submittal No.

The above stamp or permanent stick on label shall be affixed by the Contractor to all shop drawings and data submitted by the Contractor thus indicating that the Contractor has thoroughly reviewed same and approves of their content. Drawings not stamped in this manner will be returned to Contractor as "not reviewed" for resubmission and no action shall be taken.

C. Number of submittals required:

1. Shop Drawings: One (1) copy of all shop drawings will be entered into the Procore system. Shop drawings bearing review comments will be returned to the Contractor digitally by the Architectural / Engineering professional. Submit one final approved hard copy to the Designated Owner's Project Representative for a record copy.
2. Product Data: Submit one (1) copy digitally into the Procore System. Review comments will be returned to the Contractor electronically by the Architectural / Engineering professional. Submit one final approved hard copy to the Designated Owner's Project Representative for a record copy.
3. Samples: Submit Shop Drawing Cover Sheet and Digital photo of sample to Procore website. Mail one (1) physical copy by any means that includes package tracking to:

ATTN: New Construction of West Whiteland Township Public
Works Facility (Courtney Anspach)
Schrader Group Architecture LLC
161 Leverington, Avenue, Suite 105
Philadelphia, PA. 19127
215.482.7440

- a. Include Physical copy of shop drawing cover sheet for EACH sample submittal.
- b. All Physical sample submittals remain the property of Schrader Group Architecture.
- c. Upon receipt of Approved digital sample shop review via Submittal Exchange, Contractor shall maintain one physical sample for their records on site and deliver on APPROVED Sample to the Designated Owner's Project Representative on site.
- d. Interior color sample selections will be provided following receipt of all interior color samples listed on 'Interior Color Section Chart'.
- e. Exterior color sample selections will be provided following receipt of all exterior color samples listed on 'Exterior Color Section Chart'.

D. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The name of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer

5. Identification of the project, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on re-submittals.
11. An 8 in. x 3 in. blank space for Contractor and Architect/Engineer stamps.

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect/Engineer and resubmit under procedures specified for initial submittals.
- B. Indicate any changes which have been made other than those requested by the Architect/Engineer.

1.11 ARCHITECT/ENGINEER REVIEW

- A. Architect's/Engineer's review of submittals is for GENERAL CONFORMANCE ONLY AND IS NOT IMPLIED OR EXPRESSED AS ACCEPTANCE OR APPROVAL of the submission.
- B. Submittals will be reviewed and returned to the Contractor within two (2) weeks following the date of receipt from the Contractor to the Architect.

1.12 DISTRIBUTION

- A. Shop Drawings and copies of Product Data will be available to all Prime Contractors through Submittal Exchange. All contractors and sub-contractors are required to access and review all applicable information provided by other trades on a regular basis. Each Contractor is required to coordinate their work with the other trades through the shop drawing process. No claims will be paid by the Owner for re-work that is required as a result of a failure to coordinate one trade contractor's work with another trade contractor.
- B. Distribute samples which carry the Architect/Engineer stamp of review as directed by the Architect/Engineer.
- C. Contractor will be required to submit one hard copy of all approved shop drawings to the Designated Owner's Project Representative. This hard copy will be turned over to the Owner at the completion of construction.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

SECTION 013500 - SAFETY

PART 1 - GENERAL

1.1 SUMMARY

- A. It is recognized that the safety of all personnel is the responsibility of all participants involved directly in the construction of this Project. It is the contractual obligation of the Contractor to adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. The Contractor shall assure the safety of his personnel by providing all protection and safety devices, covers, etc. as they relate to the safe conduct of his work in accordance with all Local, State and Federal regulations. The Contractor is responsible for any safety requirements that are contractually those of any Contractor.
- B. The Construction Manager shall be designated as the "Lead Contractor" with respect to jobsite safety. Responsibilities and authority of the Construction Manager shall be as follows:
 - 1. This Construction Manager will be responsible to inspect and maintain safe working conditions on the jobsite.
 - 2. Where the work of one (1) Contractor places another contractor's workers in jeopardy, the "Lead Contractor" shall direct and coordinate the effort of the Contractor to ensure that jobsite safety is maintained.
 - 3. This Construction Manager will maintain an OSHA Certified "competent person" on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during the inspection by OSHA employees.
 - 4. This Construction Manager may direct another Subcontractor to make corrections in the event of a safety violation. Failure of another Subcontractor to take prompt action (within 24 hours following written notice) to correct a safety violation will empower this Contractor to make the necessary corrections and to receive full compensation for such corrections directly from the Subcontractor.
 - 5. This Construction Manager responsibilities and corresponding authority will be as defined in the General Conditions of the Contract for Construction.
 - 6. The Prime Contractor will maintain primary responsibility for the safety of their workers. The "Lead Contractor" will serve to identify areas of concern and will endeavor to accomplish required corrections through cooperation of other Prime Contractor. In the event this effort is unsuccessful, the "Lead Contractor" will take action as defined above.
 - 7. The Owner will support the decisions and action taken by the "Lead Contractor" to maintain jobsite safety. The Owner will promptly make payment to the "Lead Contractor" when corrective action has been take

on behalf of an offending Contractor, and the "Lead Contractor" has provided appropriate documentation.

8. Lead Safety Contractor shall provide regular and periodic safety inspections and reports by an independent safety professional. Inspections and reports shall be performed at least once each month.
9. The Construction Manager shall provide a safety representative who is trained in First Aid and CPR.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 ACCIDENTS

- A. The Construction Manager shall notify the Owner of any personal injury that could require medical treatment of any Contractor or his subcontractor's employees at the project site. Also, any damage to property arising in connection with the Contractor's performance should be told to the Owner as promptly as possible after the occurrence of such injury or damage but at the maximum 24 hours. Within 48 hours of such occurrence, the Construction Manager shall furnish to the Owner a complete written report of such injury or damage. Accident Reports shall include specific actions taken by Contractor to preclude recurrence of similar incidents.

3.2 EMERGENCY DATA

- A. The Construction Manager shall provide the Owner with the following emergency data prior to beginning work at the project site:
 1. Emergency care facility to be utilized, address and telephone number.
 2. Insurance Company and local agent/name, address and telephone number.
 3. Detailed description of overall corporation or company safety program.
 4. Employees qualified in any type of first aid, list employee and associated skill.
 5. Detailed description of specifically tailored job site safety program.
 6. Identify corporate and job site safety officer.
 7. Submit weekly TOOL BOX SAFETY TALK program/meeting minutes including;
 - a. Day of week.
 - b. Time of day.
 - c. Location.
 - d. Attendance record.
 - e. Agenda.
 - f. Unsafe items previously discussed, date of correction.

- g. Identify on site personnel with FIRST AID training.
- 8. All applicable MSDS Program sheets. (Include numbered pages and table of Contents.)
- 9. Submit completed hazardous substance survey form.
- 10. Review project "Emergency Response Plan" with Construction Manager.

3.3 SAFETY AGREEMENT

- A. Contractor shall review and comply with the following Safety Agreement before beginning work: (This will be issued as a separate document with a signatory line)

As a Contractor under this Contract, you have, by accepting this Contract, obligated yourself to conduct all your operations within this Safety Agreement

The Contractor agrees that the prevention of accidents to employees engaged in the Work under this Agreement is the responsibility of the Contractor.

The Contractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work. When so ordered, the Contractor agrees to stop any part of the Work which the "Lead Contractor" or any other applicable agency may deem unsafe until corrective measures satisfactory to the Owner and in accordance with the applicable Federal and/or State regulations have been taken and further agrees to make no claim for damages growing out of such stoppages. Should the Contractor neglect to adopt such corrective measures, the Owner, may elect to hire an entity, perform the corrections and deduct the cost from payments due or to become due the Contractor. Failure on the part of the Owner to stop unsafe practices shall in no way relieve the Contractor of his responsibility.

The Contractor realizes that an effective accident prevention program is to the mutual benefit of all Contractor through improved employee and public relations and through increased efficiency and production. Further, no accident prevention activity can be truly effective without the sincere cooperation of the Contractor performing on the site. Your attention is directed, but not limited to the following items:

Signature: _____

Date: _____

3.4 HOUSEKEEPING

- A. Indiscriminate accumulations of debris, waste or scrap in work areas will not be permitted. (Areas will be designated for storage or disposal.) All materials, tools and equipment must be stored in an orderly manner in designated areas.
- B. Daily clean-up is expected with a weekly inspection by the Owners Designated Project Representative.

3.5 PERSONAL PROTECTION EQUIPMENT

- A. Contractor must furnish their employees with the proper type of personal protective equipment as required by the operations being performed, including, but not necessarily limited to the following:
 - 1. Hard Hats must be furnished to employees and worn at ALL times when on this project, whether or not an overhead hazard exists or what state the project may be in.
 - 2. The Owner requires that appropriate attire be worn at all times while employees are working on-site. Appropriate attire shall be as deemed necessary by the Owner and in accordance with all applicable OSHA regulations.

3.6 SAFETY MEETINGS

- A. The Construction Manager is required to conduct and all employees are required to attend a "Tool Box" type safety meeting at the beginning of each week. The meetings may either be presided over by Contractor's foreman or another competent representative designated by the Contractor.

3.7 FIRE PROTECTION

- A. When necessary, the Construction Manager must supply approved type fire extinguisher for emergency use within his own immediate area of operation, including the Contractor's office, tool and storage enclosures.

3.8 TREATMENT OF INJURIES

- A. The Construction Manager shall require that all employees injured (no matter how slight) while working on this project, report immediately for First Aid Treatment. The Contractor shall maintain adequate First Aid Facilities in the field.

3.9 COOPERATION

- A. Any deviation from this course of action will be called to the attention of the Construction Manager for immediate correction. Conversely, the Contractor should call attention to any unsafe conditions or unsafe practice by other Contractor at the site.

3.10 INSTALLED SAFETY APPARATUS

- A. The Construction Manager is responsible for the reinstallation of safety apparatus installed by other Contractor if removed to facilitate the installation of

their own contract work. The Contractor is to return the safety cables to an OSHA approved condition without slack.

3.11 WEAPONS POLICY

- A. PA State law requires that all persons are prohibited from carrying, possessing or storing a handgun firearm, or weapon of any kind while on the project, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.
- B. Failure to abide all terms and conditions of the policy will result in discipline up to and including termination. Further, carrying any weapon onto the owner's property in violation of this policy will be considered an act of criminal trespass and possession of a weapon will be grounds for immediate removal of the person from the Project Site, and may result in prosecution.

3.13 SMOKING

- A. No smoking or vaping shall be allowed on jobsite.

END OF SECTION 013500

New Construction of:
Public Works Facility
West Whiteland Township

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SECTION 014100 - 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 014200 - REFERENCE STANDARDS AND DEFINITIONS

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 Architect 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 Architect 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 for violations of law as a result of conditions allegedly created or controlled in whole or 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 Architect 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. 2018 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 Architect 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.

1.7 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 014100

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	(601) 634-2355
FED-STD	Federal Standard (See FS)	
FTMS	Federal Test Method Standard (See FS)	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AFPA	American Forest & Paper Association (See AF&PA)	

AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989

API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (See WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122

BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CCFSS	Center for Cold-Formed Steel Structures www.umn.edu/~ccfss	(573) 341-4471
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CGSB	Canadian General Standards Board www.pwgsc.gc.ca/cgsb	(800) 665-2472 (819) 956-0425
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607

CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.asce.org	(800) 548-2723 (703) 295-6300
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association	(315) 339-6937
FCI	Fluid Controls Institute www.fluidcontrolsintitute.org	(216) 241-7333
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM	Factory Mutual System (See FMG)	

FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fscoax.org	52 951 5146905
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	Geosynthetic Research Institute (See GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (See NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (See CSA)	
IBF	International Badminton Federation www.intbadfed.org	(441-24) 223-4904

ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (607) 753-6711
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association www.lma.org	(201) 664-2700
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association	(847) 480-9138

www.maplefloor.org

MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MH	Material Handling Industry of America (See MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094

NCTA	National Cable & Telecommunications Association www.ncta.com	
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association	(800) 342-1415

	www.nssga.org	
NTMA	National Terrazzo & Mosaic Association, Inc. www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (See RTI)	
NWWDA	National Wood Window and Door Association (See WDMA)	
OPL	Omega Point Laboratories, Inc. www.opl.com	(800) 966-5253 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute www.pgi-tp.ce.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
RTI	Roof Tile Institute (Formerly: NTRMA - National Tile Roofing Manufacturers Association) www.ntrma.org	(312) 670-4177
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute	(440) 899-0010

www.steeldoor.org

SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPI/SPFD	Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (See SPFA)	
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute	(847) 438-8265

	www.steeltank.com	
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(608) 833-5900
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 705-9898
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (See WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers)	(800) 506-4636 (212) 661-4261

Association)
www.windowcoverings.org

WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (See WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 548-0112
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of

the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 501-1888
LBL	Lawrence Berkeley Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999

- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 014500 - QUALITY CONTROL

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Provision of specified Testing Laboratory Services.
- B. All testing is to be provided by the appropriate Contractor as required for their work unless otherwise noted.

1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Inspections, testing, and approvals required by public authorities.
- B. INDIVIDUAL SPECIFICATION SECTIONS: Inspections and tests required, and standards for testing.

1.3 DESCRIPTION

- A. The Owner will coordinate and pay for concrete compressive strength testing, soils compaction testing, bituminous paving compaction testing, masonry strength testing and inspections and structural steel field inspections for the purpose of quality assurance. All other required testing shall be coordinated and paid for by the Prime Contractor requiring such testing to complete their work.
- B. Employment of testing laboratory shall in NO WAY RELIEVE Contractor of obligation to perform Work in accordance with requirements of Contract Documents and to perform necessary testing and inspections for purposes of quality control.

1.4 REFERENCE STANDARDS

- A. American National Standards Institute (ANSI)/American Society for Testing and Materials (ASTM).
 - 1. ANSI / ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as used in Engineering Design and Construction.
 - 2. ANSI / ASTM E329 - Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- B. 2018 International Building Code (IBC), Chapter 17 – Structural Tests and Special Inspections

- C. American Concrete Institute Building Code – ACI 318
- D. American Welding Society - AWS D1.1

1.5 QUALITY ASSURANCE

- A. Comply with requirements of ANSI / ASTM D3740 and ANSI/ASTM E329.
- B. Testing Laboratory Qualification: Shall have been inspected by a nationally recognized inspection agency, acceptable to Architect/Engineer. Evidence of such inspection and current status shall be provided to Architect/Engineer. In addition, the approved lab shall document participation in a nationally recognized soils and concrete reference testing program during the twelve (12) months preceding the start of work on this project. Results of reference testing shall indicate an average or above rating for the laboratory to be acceptable.
 - 1. Laboratory authorized to operate in State in which Project is located.
- C. Laboratory Representative: Laboratory shall maintain a full-time registered Engineer on staff to review services.
- D. Field Technicians shall be fully certified to perform the field tests and inspections to which they are assigned. At a minimum they shall possess the following certifications:
 - 1. Concrete – ACI Field Technician Level 1
 - 2. Welding – AWS Certification
 - 3. Nuclear Density Probe – Trained and Certified by an agency acceptable to the NRC or other governing body.
- E. Testing Equipment: Shall be calibrated at reasonable intervals with devices of accuracy, traceable to either NBS standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

- A. PRIOR TO START OF WORK, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer to Architect. Include qualification data to demonstrate their capabilities and experience.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- C. Schedule all tests and inspections, except concrete compressive strength tests, soils compaction tests, bituminous paving compaction tests, and structural steel weld and bolt tests; prepare a schedule of tests, inspections and similar quality

control services required by the Contract Documents. Submit schedule within 30 days of Notice to Proceed.

1.7 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site after due notice; cooperate with Architect/Engineer and Contractor in performance of services.
- C. Perform specified inspections, sampling, and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify the Architect and Contractor of observed irregularities or non-conformance of Work or products.
- F. Perform additional inspections and tests required by Architect/Engineer.
- G. Obtain samples at the Project Site or source of the materials to be tested.

1.8 LABORATORY REPORTS

- A. After each inspection and test, promptly submit one digital copy of laboratory reports to Architect and to Contractor. Report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification section.
 - 6. Location of sample or test in the Project.
 - 7. Type of inspection or test. Date of test. Time of test.
 - 8. Results of tests and compliance with Contract Documents.
- B. Daily Field Reports shall be prepared at the close of each day and distributed to all parties within 24 hours via fax or e-mail.

1.9 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory MAY NOT release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Laboratory MAY NOT approve or accept any portion of the Work.
- C. Laboratory MAY NOT assume any duties of the Contractor.
- D. Laboratory HAS NO authority to stop Work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Notify testing agencies at least 24 hours in advance of time when work that requires testing or inspection will be performed.
- B. Cooperate with laboratory personnel, and provide access to Work, and to manufacturer's facilities.
- C. Provide incidental labor and facilities to:
 - 1. Provide access to Work to be tested.
 - 2. To facilitate inspections and tests.
 - 3. Provide for proper storage and curing of test samples in accordance with direction from testing agency.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014500

SECTION 015100 - TEMPORARY UTILITIES AND FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities including utilities, construction and support facilities, security and protection, as specified below. The scope of work includes installation, maintenance, and removal of utilities.
- B. Temporary utilities required include, but are not limited to:
 - 1. The Plumbing Contractor shall furnish temporary water service and distribution.
 - 2. Temporary utilities for the field offices is to be provided at the location noted on the Contract Documents or as directed by the Owner's project representative. This includes all work associated with the temporary electric to this location. Each Contractor will make arrangements with the Electrical Contractor to have their trailers connected into the temporary electrical service. The Contractors will be responsible to pay all the labor and material costs and any connection fees used to connect the trailer. The designated Owner's project representative trailer is considered to be part of the temporary power for the project and will be paid for under the power provisions (base bid) in this section. Complete connection of designated Owner's project representative trailer is to be by the Electrical Contractor.
 - 3. Install cabling on proposed temporary electric service poles that will be installed as part of this contract. Electrical Contractor shall provide terminations and required hardware and include any Telephone Company connection fee in the base bid. Individual Contractors shall provide all wiring and costs from central location to trailers, along with telephones and fax machines. Electrical Contractor shall provide DSL or Cable high speed internet access to Owners Representative's trailer. Each Prime Contractor shall be responsible for their own monthly telephone bills. Temporary power for electric services shall be provided at the locations or as directed by the Architect and/or Owner's designated project representative. This includes all work associated with the temporary electric to these locations. Each Contractor will make arrangements with the Electrical Contractor to have their trailers connected into the temporary electrical service. The Contractors will be responsible to pay all the labor and material costs used to connect the trailer.
 - 4. The Electrical Contractor shall provide 400 amp, 277/480V, 3-phase service, including 400 amp 277/480V panelboard, step-down transformer, 400 amp 120/208V, and all feeders and breakers as required located on a service pole

near the Owners Representative's trailer. The Electrical Contractor shall provide temporary electric for the building in accordance with OSHA, NEMA and UL compliance installed per the National Electrical Code. Provide two (2) dusk to dawn light fixtures (500 watt min.) located on temporary poles at the lay down area. Refer to the site logistics plan for additional information. Coordinate equipment location with the Owner's designated project representative.

C. Temporary Construction and Support Facilities required include, but not limited to:

1. Temporary heating, dehumidification and ventilating of the building following enclosure shall be furnished by, General Contractor unless otherwise noted in the summary of work. Including but not limited to dehumidification required to install flooring, acoustical, millwork & casework.
2. Negative air pressure requirements, field offices and storage facilities shall be provided by each Prime Contractor. Locations will be coordinated with the Architect and/or Owner's designated project representative. A Site Utilization Plan shall be developed by the Contractors and Owner's Representative following the Preconstruction Meeting.
3. Temporary roads, parking lots & laydown areas shall be provided by General Contractor for the duration of the project
4. Temporary sanitary facilities shall be provided by General Contractor.
5. The General Contractor shall be responsible for all dewatering to perform their work, including the building pads. The General Contractor shall be responsible for all dewatering of foundations in each area except for HVAC, Plumbing, and Electrical Contractors shall provide dewatering for their own work. Any and all mud removals and/or "cave-ins" shall also be excavated and the responsibility of the General Contractor.
6. Temporary building enclosure shall be provided by General Contractor unless noted otherwise in the summary of the work. This is to include all temporary window openings and temporary doorways and roof openings required to ensure temporary weather protection throughout the duration of the project.
7. Each Prime Contractor shall provide for their own hoisting and scaffolding.
8. Temporary project identification signs, including signs for directions, warnings, deliveries and safety shall be provided, posted, and maintained by General Contractor and shall be coordinated by the Architect and/or Owner's designated project representative.
9. Each Prime Contractor shall furnish their own safety and first aid supplies.

D. Security and Protection Facilities required included, but are not limited to:

1. General Contractor shall provide all temporary fire protection and extinguishers and all updated inspections of the same.
2. The General Contractor shall provide barricades, warning signs, and lights.
3. Environmental protection shall be provided by all Trades.
4. Temporary Site Security Fence and Gates shall be provided by the General Contractor. (Refer to Site Logistics Plan for more detail.)
5. Securing of the building and property shall be provided by General Contractor at ALL times.

6. Temporary stairs, ladders, and temporary railings will be installed and maintained at all openings and building perimeter, as required by OSHA. This will be the responsibility of the General Contractor. Roof perimeter protection shall be provided by General Contractor.
7. Special requirements for ventilation & exhaust are the responsibility of the Prime Contractor requiring ventilation for their work.
8. General trades contractor to provide temporary fencing on site where indicated. It must be maintained during the process and removed after completion of that work.

E. Quality Assurance

1. Regulations: All trades shall comply with industry standards and applicable laws and regulations of authority having jurisdiction, including but not limited to:
 - a. Municipal and State Building Code Requirements.
 - b. State building codes.
 - c. Health and Safety Regulations.
 - d. Utility Company Regulations.
 - e. Police, Fire Department, and Rescue Squad rules.
 - f. Environmental Protection Regulations.
 - g. Chester County Conservation District

- F. Inspections: The Prime Contractor furnishing the temporary utility shall arrange for authorities having jurisdiction to inspect and test each temporary utility before use and obtain required certifications, fees and permits. Provide copies of the results of all inspections and tests to the Owner and Architect and/or Owner's designated project representative.

1.3 PROJECT CONDITIONS

- A. Conditions of Use: Each Prime Contractor shall keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures including all required 'Fire-Watches'. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous or unsanitary conditions or public nuisances to develop or persist on the site. Report any unsafe conditions noticed to the General Contractor and to the Architect and/or Owner's designated project representative immediately.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials or, if acceptable to the Architect and Architect and/or Owner's designated project representative beforehand, undamaged previously used materials in serviceable condition may be used for temporary construction. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6, Section "Rough Carpentry".

- C. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame spread rating of 15 or less. For temporary enclosures, provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- D. Water: Provide potable water approved by local Health Authorities. Each Prime Contractor is responsible for providing potable water as approved by local health authorities for their personnel.
- E. Construction Safety Fence: Four-foot (4') high plastic orange fence and approved supports as required. Removal by installed party at work completion.
- F. Site Security Fence: Provide eight-foot (8') high chain link fence throughout the project. Posts shall be either driven or have movable bases. Provide 20'-0" wide vehicular entrance gates where indicated on Site Logistics Plan. General Contractor is to provide fence, gates and locks as required. Rental for said fencing shall be for the duration of the project. Should the fencing be reduced and or removed prior to the completion of the project, the General Contractor shall provide the appropriate credit to the Owner for the unused portion of the rental fees. All temporary fences and gates to be in new condition.

2.2 EQUIPMENT

- A. General: Provide new equipment or, if acceptable to the Architect/Architect and/or Owner's designated project representative, undamaged previously used equipment in serviceable and safe condition may be used for temporary construction. Provide equipment suitable for use intended.
- B. Water Hoses: The Plumbing Contractor shall provide 3/4" heavy duty abrasion resistant, flexible rubber hoses 200-feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shut off nozzles at hose discharge. Additional hose bibs will be located and maintained at entrances and exits for construction vehicles.
- C. Electrical Outlets: The Electrical Contractor shall provide properly configured NEA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment. EC will also supply and furnish any 3 phase power requirements for other trades, i.e. welding equipment.
- D. Electrical Power Cords: Each Prime Contractor shall provide grounded extension cords. Use hard service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where Construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: The Electrical Contractor shall provide rough service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture. Electrical Contractor shall provide rough

service incandescent lights of wattage no less than 150 watts in each room and on each landing. Lighting and receptacles will not be on the same circuits. EC will also maintain all lighting throughout the project duration. Temporary lighting to be removed prior to the completion of the Work.

- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed. No open flame allowed.
- G. Temporary Office: Provide pre-fabricated or mobile units or similar job built Construction offices with lockable entrances, operable window and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading. GC to supply a field office trailer complete (minimum size 500 sq.ft.) for Design Team and meeting locations. All utilities will be included and maintained, cleaned up until final completion.
- H. Temporary Toilet Units: Provide self-contained single occupant toilet units of the chemical, aerated re-circulation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. Provide one (1) unit for every fifteen (15) workmen on the project. There will be no use of new or existing toilet facilities.
- I. First Aid Supplies: All Contractors shall comply with governing regulations. All Contractors shall have a first aid kit and comply with all governing regulations.
- J. Fire Extinguishers: Provide hand carried, portable UL rated, Class "A" Fire extinguishers for temporary office and similar spaces. In other locations, provide hand carried, portable, UL rated, Class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classed for the exposures. Comply with NFPA 10 classification, extinguishing agent and size required by location and class of fire exposure. Inspections testing certifications are by the trade contractor.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by completed permanent facilities that have been authorized for use.
- C. Permanent Facility Warranties: Use of permanent facilities prior to substantial completion shall not reduce the one (1) year warranty period for permanent facilities from the date of substantial completion. This includes, but is not limited to, HVAC systems, electrical systems and plumbing systems and elevator.
- D. Water Service: The Plumbing Contractor to connect to the new domestic water

service provided by the General Contractor and shall also install distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Provide 3/4" hose bib termination at each area of construction work, located so that any area of the building construction can be reached with a 200-foot length of hose.

1. Sterilization: Sterilize temporary water piping prior to use.
2. Protect system from freezing.
3. Maintain 30 psig. Water pressure with 12 gpm. flow rate.
4. Provide a three-quarter inch (3/4") ground hydrants, stone drain base, required anchors and support, three feet (3'-0") burial depth and a three-quarter inch (3/4") hose bib connection. Underground mains to have a minimum of three feet (3'-0") of cover. Provide required isolation valves and "Non-Potable Water" signs. Maintain for entire construction period or until directed by the Architect and/or Owner's designated project representative to remove and then remove and restore area.
5. General Contractor shall pay for all temporary water consumption and hookup fees throughout the course of construction until substantial completion.

E. Temporary Electric Power Distribution

1. As soon as Architect and/or Owner's designated project representative notifies the Electrical Contractor after the start of the work at the project site, the Electrical Contractor shall provide temporary electrical power distribution system, sufficient to accommodate temporary lighting and construction operations including the use of power tools, but not including heavy duty electrical welding units, terrazzo grinders, elevator, electrical heating units, and start up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections, Provide weatherproof, grounded wiring with overload protection, with direct wired connections, where feasible, and for all voltages over 120 volts. Locate multiple outlets, not less than 4 gang, where not already accessible in the building, spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length.
 - a. The Electrical Contractor shall pay for all temporary building project power usage including hookup fees and field offices until substantial completion. This shall include power consumption through the permanent electrical service.
 - b. The Electrical Contractor will install new metering as required and or directed by the local Power Company.
 - c. All Field Office trailer power usage and lighting is part of the project power usage.
 - d. Electrical Contractor shall provide and pay for all installation, maintenance, servicing, operation and supervision of lines installed unless other wise noted.
 - e. The Electrical Contractor shall provide service with ground fault circuit interrupter feature, activated from each circuit of 20 amp or less rating.

- f. Where a service of a type other than herein mentioned is required, the Contractor requiring the same shall install and pay all costs for such special service, including power requirements for temporary offices. Each Contractor shall also be responsible for their own generator for temporary electric where power cannot be obtained within a reasonable distance from the temporary electric services indicated on the Site Utilization Plan.
- g. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Contractor shall make suitable provisions for temporary use thereof, and remove unused portions of temporary system including old wire and hangers, etc.
- h. The Electrical Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.
- i. The Electrical Contractor shall provide the necessary wiring and circuit breakers for the connection of temporary dehumidification units, if required, to closest new panel box location having ample power to run units.

F. Temporary Lighting

- 1. Electrical Contractor shall provide temporary lighting with local switching throughout each phase of construction. Furnish and install sufficient lighting to ensure proper workmanship everywhere by combined daylight, general lighting and portable plug in task lighting. Electrical Contractor shall provide rough service incandescent or compact fluorescent lights of wattage no less than 150 watts in each room on each landing and or a minimum of 15 foot-candles. Lighting and receptacles shall not be on the same circuits.
- 2. Limit lighting installation to intensities which will accommodate normal access and workmanship requirements, recognizing that each Individual Contractor performing work requiring higher intensity lighting will provide supplementary plug in temporary lighting and localized areas where such work is in progress.
- 3. As permanent lighting system is substantially complete, for each area or usable portion thereof make suitable provisions for temporary use thereof and remove unused portions of all temporary lighting systems.
- 4. Electrical Contractor shall maintain and operate permanent lighting system until time of final acceptance and transfer of operation to Owner's personnel.
- 5. Electrical Contractor shall replace all lamps in permanent light fixtures that are burned out or noticeably dimmed by substantial use. Must be maintained regularly.

G. Temporary Electric Overhead Service

- 1. The following description of the overhead pole service scope is not a complete description of the Electrical Contractors requirements or obligations. The Electrical Contractor is reminded to review and familiarize themselves with all relevant Contract Documents including the site plans. Coordinate equipment locations with the Owner's designated project

representative. It is highly recommended that the Electrical Contractor visit the existing site to familiarize himself with existing conditions prior to submitting a bid. The Electrical Contractor will be responsible to coordinate and verify that any existing overhead Electrical Lines be protected from construction, if required and coordinated upon completion.

2. The Electrical Contractor shall provide (1) 225 amp 120/208 3 phase service or one (1) 400 amp single phase service panel located on a service pole near the Construction Manager's trailer. The Electrical Contractor shall provide temporary electric for the building in accordance with OSHA, NEMA and UL compliance installed per the National Electrical Code Provide two (2) dusk to dawn light fixtures (500 watt min.) located on temporary poles at the lay down area. Refer to the site plans for additional information. Coordinate equipment location with the Owner's designated project representative.
3. Furnish and install necessary hangers, supports, conduit, cabling, ground rods, grounding, disconnect switches, transformers, wall penetrations, poles, backboards, hardware, guy wires, anchors, etc required for overhead electric service.
4. Furnish and install necessary hangers, supports, conduit, cabling, ground rods, grounding, disconnect switches, transformers, wall penetrations, poles, backboards, hardware, guy wires, anchors, etc required for overhead electric services.
5. Provide an electrical inspection agency for the temporary electric pole service. Provide copies to the Architect and/or Owner's designated project representative.
6. The Electrical Contractor shall patch construction materials where temporary power has penetrated walls including brackets and support hardware. Landscape, grass areas, paved areas, concrete, etc where temporary poles were removed or underground duct banks installed shall be restored to the original or new surface.

H. Storm Sewers and Drainage

1. Comply with the soil erosion and sedimentation control plan and locate authorities having jurisdiction.

3.2 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. General

1. Locate field offices, storage, sanitary facilities, and other temporary construction and support facilities for easy access and as directed by the Architect and/or Owner's designated project representative.
2. Provide noncombustible construction for offices, shops, and sheds located within the construction area, or within 30 feet of building lines.

B. Temporary Heating, Ventilating and Air Conditioning

1. Once the structure is enclosed, the General Contractor shall provide temporary heat, ventilation, dehumidification as necessary or required by construction activities, for curing or drying of completed installation or

protection of installed construction from adverse effects of low or high temperatures or high humidity. The Architect and Architect and/or Owner's designated project representative will determine when the building is considered enclosed. The minimum requirements for enclosure will be when the block walls are erected, the roof insulation is on, and all openings are either temporarily or permanently filled. It is the responsibility of the General Contractor to make the building enclosed as soon as feasible and in accordance with the project schedule and/or as recommended by the Architect and/or Owner's designated project representative. Fire Alarm systems must be operational for all equipment that will be in operation.

2. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation and exhaust requirements to produce the ambient condition required and minimize consumption of energy once the structure is enclosed.
3. Once the structure is enclosed, maintain acceptable temperatures to allow for the installation of all finishes and a minimum temperature of 55 degree F inside temperature when the outside temperature is 0 degree F.
4. Provide temporary humidity control for installation of materials requiring permanently conditioned spaces (acoustic ceiling, flooring, casework etc).
5. Provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control. Use of electric resistance, gasoline burning space heaters, open flame, or salamander type heating units is prohibited. General Contractor shall not be permitted to use the permanent HVAC system for temporary heat, ventilating or air conditioning.
6. The General Contractor shall pay for all fuel and electricity required for providing temporary heat and air conditioning.
7. The General Contractor shall remove all soot, smudges, and other deposits from the walls, ceilings, and all exposed surfaces that are the result of the use of temporary heating equipment including the use of the permanent heating system for temporary heat purposes. The General Contractor shall not do any finish work until all such surfaces are properly cleaned.
8. The HVAC contractor shall replace all the filters in the air handlers during the temporary heat and A/C period on an as needed basis as determined by the Owner's designated project representative.

C. Temporary Ventilation: The trade requiring ventilation for work to expel fumes or to provide circulation of air is required to provide their own methods to induce the circulation or ventilation.

D. Field Offices

1. Contractors may, at their own option and expense including utilities, provide offices for their personnel if there is room available on site. Each Prime must maintain on the site a copy of all Contract Documents, Change Orders, supplemental drawings, shop drawings, and submissions, and a set of as-built prints.
2. Each Contractor shall maintain in their field office all OSHA required up to date Hazardous Communications Standards, MSDS information and emergency phone numbers and contract information.
3. The General Contractor must provide a construction trailer with conference

space capable of holding all project meetings and Owners Staff Reps. Space and/or trailer will be no smaller than 500 sq.ft.

E. Storage and Fabrication Sheds: Each Contractor shall provide storage and fabrication sheds or trailers, sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces and lockable.

F. Temporary Roads and Laydown Areas

1. General Contractor shall construct and maintain temporary roads to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary roads, storage areas, and parking where the same permanent facilities will be located.
2. General Contractor will be responsible for all snow removal at all temporary roads, lay down areas and building footprint, if applicable. Should the General Contractor create elevation changes due to the removal of mud or other unstable materials, the General Contractor shall restore these areas to design elevations prior to the placement of topsoil or the installation of any non-pervious materials. See Paragraph 3.2.N of this section for additional information on snow removal.
3. General Contractor shall clear topsoil, grade and provide stone base for temporary construction activities. Areas include space designated for Field Offices and for material storage and laydown. General Contractor will maintain areas during construction and will restore areas to original condition, or as provided for in Contract Documents, at the end of Project.
4. Paved surfaces on the project are intended to be used for laydown, parking and storage as indicated on the site logistics plan. The General Contractor shall prepare these areas and install the stone sub-base and the asphalt base course as soon as practical. Upon substantial completion of the buildings the General Contractor shall inspect the surfaces for soft spots. If identified these areas shall be repaired at no additional cost to the owner prior to the placement of the wearing surface. General Contractor shall clean asphalt binder and apply tack coat prior to installation of final wearing surface.

G. Sanitary Facilities

1. General Contractor shall provide temporary toilets. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs at a rate of one (1) unit for every fifteen (15) workmen.
 - a. Provide toilet tissue and similar disposable materials for each facility.
2. Toilets: Install self contained toilet units of appropriate quantity dictated by manpower on site. Shield toilets to ensure privacy. Use of pit type privies will not be permitted. Provide means of locking toilet facilities when construction is not in progress.
 - a. Provide separate facilities for male and female personnel when both sexes are working in any capacity at the project site.

3. Drinking Water Facilities: Each Prime Contractor shall provide containerized tap dispenser bottle water type drinking water units, including paper supply. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 degrees to 55 degrees F.

H. Dewatering Facilities and Drains

1. Provide temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Section, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. The General Contractor shall be responsible to maintain the site, and building pad free of water.
2. Plumbing Contractor shall provide temporary storm water drainage lines within the building, including roof drainage and downspout collection from the existing roof to bring it outside the building until permanent drainage lines are installed and shall remove storm water from building to an approved discharge area.

I. Temporary Enclosures

1. The General Contractor shall provide temporary enclosure, which shall include window openings, door openings or any other openings in the exterior wall or roof. The definition of enclosed structure shall mean the block walls shall have been run and the roof decking and the roof insulation will have been installed before temporary heat and enclosures are to begin. It is not necessary for the exterior brickwork to be installed before enclosure work to begin. All activities are to be under the approval of the Architect and/or Owner's designated project representative and building enclosures shall take place in the time frame as determined by the General Contractor and shall be provided in phases as required.
2. Where heat is needed and the permanent building enclosure is not complete, each Prime Contractor shall provide temporary enclosures where there is not other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
3. Install tarpaulins securely with fire retardant wood framing and other materials. Close all openings with plywood or similar materials.
4. Dust control partitions are to be provided by the Contractor who is creating dust and dirt in order to protect the surrounding conditions. Contractors are required to clean up debris caused by any operation.
5. Temporary partitions, including relocation and removal, will be provided by the General Contractor for phased construction, as directed by the Architect and/or Owner's designated project representative.
6. Interior temporary partitions will be constructed as directed by the Architect and/or Owner's designated project representative to include 1/2" plywood on 2 x 4 framing, insulated, with plastic to contain dust (if required), and from floor to deck and sealed completely.

J. Temporary Lifts and Hoists: Truck cranes and similar devices used for hoisting

materials are considered "tools and equipment", and shall be provided by the Contractor requiring same. Owner will require Insurance Certificates and inspection certificates.

K. Project Identification and Temporary Signs

1. General Contractor shall provide project identification and other signs of the size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Owner will not permit installation of unauthorized signs and/or advertising.
2. Provide one (1) project identification sign erected on the site, where directed to identify the project. Sign shall include Project Name, Owner's Name, Architect's Name, Architect and/or Owner's designated project representatives Name, all Engineers names, and the names of all Prime Contractors. Refer to contract drawings for the project signs layout, construction, colors, lettering style and specifications. Owner approval prior to ordering/installation.
3. Engage an experienced sign painter to apply graphics.
4. Temporary Signs: Furnish and install signs to provide directional information to construction personnel and visitors.
5. Project Safety Sign: General Contractor shall provide a 4' x 8' plywood temporary safety sign mounted on 2-4 "x4"x10' posts. Sign shall be professionally painted and shall contain safety language as agreed upon with the Architect and/or Owner's designated project representative.
6. General Contractor to submit for approval a list of project signage prior to ordering and installation. If at any time signage will need to be replaced, the GC will replace them at no cost to the Owner.

L. Collection and Disposal of Waste

1. The General Contractor shall serve as the lead contractor for coordinating and maintaining a clean project site.
2. Each Prime Contractor is responsible for general clean up and trash removal resulting from the work or employees of that contract. The General Contractor shall provide all dumpster(s) as required for the purpose of trash removal for all Prime Contractors and Owner's contractors and vendors. Hazardous materials shall not be placed in dumpster but should be removed from site by Prime Contractor responsible for the material. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F. (27 degrees C). Handle hazardous, dangerous, or unsanitary water material separately from other waste, by containerizing properly. Dispose of material in a lawful manner.
3. It shall be the General Contractor's responsibilities to broom sweep the project on a weekly basis including trailers and cleanup of laydown areas. This does not eliminate the responsibility of other Contractors for clean up of material and waste caused by their actions or installation of work.
4. In a case where a Prime Contractor fails to adequately clean up, the General Contractor shall notify the Architect and/or Owner's designated project

representative and the violating contractor, in writing. The notification shall include the name of the Prime Contractor(s), and indicate the areas of the project that are in violation. Upon review, the Architect and/or Owner's designated project representative may take corrective action, and back-charge the responsible Prime Contractor without further written notification to the violating contractor.

5. Each prime contractor is responsible to maintain a clean, safe and organized site. This includes, but is not limited to, clean up on an as needed basis, but not less than weekly as coordinated by the Architect and/or Owner's designated project representative.
6. If cleaning is not being performed in an acceptable manner to the Owner and all parties relax at this requirement, the Owner has the right to hire a third-party cleaning company and back charge all prime contractors for the cost of this work.

M. Debris Control: The General Contractor shall daily clean all mud, dirt, and debris resulting from all trades operations from the adjacent streets, sidewalks, drives, parking areas and shall repair all damage caused by the cleaning when the Site Contractor is on site. The General Contractor is responsible once the Site Contractor is no longer on the site.

N. Snow Removal

1. The General Contractor is responsible for snow removal to allow access to the building, contractor parking area and site for construction activities, until demobilization.
2. The General Contractor is responsible for snow removal for the walkways once constructed and within the building once foundation work has begun.
3. The General Contractor will be responsible for snow removal and material protection as required to execute roofing work.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Do not change over from use of temporary security and protection facilities to permanent facilities until substantial completion or longer if requested by the Architect, except for the use of the permanent fire protection which shall be put into use as soon as available.

B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, the General Contractor shall install and maintain temporary fire protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers".

1. Locate fire extinguishers where convenient and efficient for their intended purpose, but not less than two (2) extinguishers on each floor or 1 at each usable stairwell whichever is greater.
2. Store combustible materials in containers in fire safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in at all times.
4. Provide supervision of welding operations, combustion type temporary

heating units, and similar sources of fire ignition.

5. Each Prime Contractor is responsible for providing fire protection mats, a man assigned to fire watch, temporary fire extinguishers, and proper notification to other trades during any welding process.

C. Permanent Fire Protection: At the earliest feasible date in each area of the project, the respective Prime Contractor shall complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities. Provide attendance record of each contractor's attendance to the Owner.

D. Barricades, Warning Signs and Lights: The General Contractor shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and/or needed, provide lighting including flashing red or amber lights.

E. Security Enclosure and Lock Up

1. The General Contractor shall install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Owner will not be responsible for any loss.
2. Each Prime Contractor is responsible for the secure storage to their own material and equipment on and off the site. Owner will not be responsible for any loss.

F. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment, which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.4 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain temporary facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements. Maintain operation of temporary enclosures, heating, cooling humidity control, ventilation and similar facilities on a twenty-four (24) hour day basis where required to achieve indicted results and to avoid possibility of damage.

1. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Architect or Architect and/or Owner's designated project representative request that it be maintained longer, remove each

temporary facility when the need has ended. This is normally when replaced by authorized use of a permanent facility or no later than substantial completion. Complete, or if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of project identification signs.
 2. General Contractor shall remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt, other petrochemical compounds, and other substances, which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
- D. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period. Including but not limited to:
1. The HVAC Contractor shall replace air filters and clean inside of ductwork and housings.
 2. The HVAC Contractor shall replace significantly worn parts and parts that have been subject to unusual operating conditions.
 3. The Electrical Contractor shall replace lamps that are burned out or noticeably dimmed by substantial hours or use.

All Contractors, Vendors and Material Suppliers will be required to meet all Township Rules and Regulations that are mandatory for working in their surrounding areas. The ordinances will be enforced by the surrounding government authorities.

END OF SECTION 015100

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SECTION 015300 - TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Suitable barriers to prevent public entry, and to protect the Work and existing facilities shall be provided by General Trades Contractor as required and/or requested by the Construction Manager.
- B. Temporary enclosures barriers to protect the Work or existing facilities shall be provided by General Trades Contractor as required and/or requested by the Construction Manager.
- C. Remove when no longer needed, or at completion of Work.

1.2 RELATED REQUIREMENTS

- A. Section 011200 - MULTIPLE CONTRACT SUMMARY
- B. Section 015100 – TEMPORARY UTILITIES AND FACILITIES
- C. Section 015800 - PROJECT IDENTIFICATION AND SIGNS

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with Federal, State and local codes and regulations.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Materials MAY BE new or used, suitable for intended purpose, but MUST NOT violate requirements of applicable codes and standards.

2.2 BARRIERS

- A. All Temporary barrier or partitions shall be plywood and wood stud framed, insulated with plywood on both sides.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers during entire construction period.

- C. Relocate barriers as required by progress of construction.

3.2 TREE AND PLANT PROTECTION

- A. When appropriate or as indicated on Site Development Drawings, preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
- B. Consult with Architect and School District representative; remove agreed-on roots and branches which interfere with construction.
- C. Protect root zones of trees and plants:
 - 1. Do not allow vehicular traffic or parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping or refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- D. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
- E. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

3.3 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by Architect/Engineer/Project rep.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to elevations and slopes as may be required, and clean the area.

END OF SECTION 015300

SECTION 015800 - PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General Construction Contractor shall provide temporary on-site information signs:
 - 1. As may be required by local codes, laws and regulatory agencies.
 - 2. To direct traffic.
 - 3. Project Identification Sign: provide one (1) 4'-0" x 8'-0" wooden sign on 4x4 embedded posts. Township will provide logo, name of project and other pertinent information.
- B. Remove signs on completion of construction or as directed by the Township's Project Representative.

1.2 RELATED REQUIREMENTS

- A. Section 011200 - MULTIPLE CONTRACT SUMMARY

1.3 INFORMATION SIGNS

- A. Painted signs with painted lettering, or standard products.
 - 1. Size of Signs and Lettering: As required by regulatory agencies, or as appropriate to usage.
 - 2. Colors: As required by regulatory agencies, otherwise of uniform color throughout Project.
- B. Erect at appropriate locations to provide required information or as directed by the Township's Project Representative.

1.5 QUALITY ASSURANCE

- A. Sign Painter: Professional Experience in type of work required.
- B. Paint Finishes: Adequate to resist weathering and fading for scheduled construction period.

1.6 PROJECT PROFESSIONAL SIGNS

- A. Install and maintain signs provided by the Township's Project Representative and Architect as required by the Township's Project Representative.

PART 2 - PRODUCTS

2.1 SIGN MATERIALS

- A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
 - 1. Thickness: In accordance with details.
- C. Rough Hardware: Galvanized.
- D. Paint: Exterior quality.
 - 1. Use Bulletin colors for graphics.
 - 2. Colors for structure, framing, sign surfaces and graphics: In accordance with details.

PART 3 - EXECUTION

3.1 PROJECT IDENTIFICATION SIGN

- A. Paint exposed surfaces of supports, framing and surface material; one coat of prime and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors indicated.

3.2 INFORMATIONAL SIGNS

- A. Paint exposed surfaces: One coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors selected.
- C. Install at a height for optimum visibility, on ground-mounted poles or attached to temporary structural surfaces.

3.3 MAINTENANCE

- A. Maintain signs and supports in a neat, clean condition; repair damages to structure, framing or sign.
- B. Relocate informational signs as required by progress of the work.

3.4 REMOVAL

- A. Remove signs, framing, support and foundations at completion of the project.

END OF SECTION 015800

SECTION 016100 - BASIC PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project including the following.
 - 1. Workmanship.
 - 2. Manufacturer's Instructions.
 - 3. Transportation and Handling.
 - 4. Storage and Protection.
 - 5. Contractor Options.
 - 6. Material Source and Subcontractor Approval.
- B. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for submittal of manufacturer's drawings, descriptive literature, samples and certificates.
 - 2. Division 1 Section "Reference Standards and Definitions" for Provision and identification of publication source for referenced standards.
 - 3. Division 1 Section "Product Substitution Procedures" for general requirements regarding products, product handling, product compliance, and substitutions, including submittal procedures.
 - 4. Division 1 Section "Cleaning" for manufacturer's recommendation and procedures for cleaning.
 - 5. Division 1 Section "Warranties and Bonds" for form and time of submission.

1.3 PRODUCTS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Manufactured and fabricated components required to be supplied in quantity within a Specification section shall be of the same manufacturer, and shall be interchangeable.

- D. When work of Project involves alteration and addition work, DO NOT use materials and equipment removed from existing structure, except as specifically allowed by notation or indication by Contract Documents.

1.4 WORKMANSHIP

- A. Comply with industry standards when more restrictive tolerance or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

1.5 MANUFACTURERS' INSTRUCTION

- A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.
- B. Perform work in accordance with manufacturer's instructions and specified requirements.
- C. Should a conflict exist between Specifications and instructions, consult with Architect/Engineer.
- D. All materials must be installed by skilled mechanics in accordance with the best practices of the industry.

1.6 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord pursuant to the Owner Sales Tax Recovery Plan with construction schedules, coordinate to avoid delay of progress, conflict with work and conditions at the site. Coordinate with the Architect and Owner for the direct purchase of certain materials by the Owner.
- B. Transport Products by methods to avoid Product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle Product by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- E. Complete a "Contractor Acceptance of Owner Furnished Material" form for each delivery of the Owner purchased material.

1.7 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated Products, place on sloped supports above ground. Cover Products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged, and are maintained under required conditions.
- F. After installation, provide coverings to protect Products from damage from traffic and construction operations, remove when no longer needed.
- G. All contractors must coordinate and schedule the storage of materials in the laydown area and in the building with the Owner and Architect.

1.8 CONTRACTORS OPTIONS

- A. Products Specified by Reference Standards or By Description Only: ANY PRODUCT meeting those standards.
- B. Product Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications; NO OPTIONS, NO SUBSTITUTIONS.
- C. Products Specified by Naming One or More Manufacturers With "Or Equal": SUBMIT A REQUEST FOR SUBSTITUTION for any manufacturer not specifically named.
- D. Products Specified by Naming Only One Manufacturer: NO OPTIONS; NO SUBSTITUTION allowed.
- E. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.9 MATERIAL SOURCE AND SUBCONTRACTOR APPROVAL

- A. Submit, on forms provided by the Architect, the names and addresses of subcontractors, testing laboratories, and manufacturing sources of materials to be incorporated into or used on this project.
- B. Tabulate products by Specifications section number, title and Article number.
- C. These forms shall be properly completed and must be submitted to the Architect within ten (10) calendar days after date of Contract.
- D. The Architect upon receipt of properly completed copies of the forms, will promptly review for approval or disapproval and subsequent distribution.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

PART 3 - EXECUTION (Not applicable).

END OF SECTION 016100

SECTION 016300 - PRODUCTS SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to requirements of this Section.
- B. Closely-related requirements specified in other Sections:
 - 1. Specific provisions relative to certain products, and specific requirements relative to acceptability of certain products, are specified in Divisions 02 through 14.
 - 2. Product substitutions will not be considered prior to receipt of bid.

1.2 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies general requirements regarding products, product handling, product compliance, and substitutions, including submittal procedures.

1.3 DEFINITIONS

- A. Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents.
- B. "Products" are items purchased for incorporation in the Work, either by Owner or Contractor and whether specifically purchased for this project or taken from the Contractor's stock. The term "product" as used includes the terms "material", "equipment", "system" and other similar terms.
 - 1. "Named Products" are products identified by use of the manufacturer's name for a product, including make or model designation, as published in product literature, current as of the date of the Contract Documents.
 - 2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined, fabricated or processed to form units of work.
 - 3. "Equipment" includes products with operational parts, whether motorized or manually operated; products that require service connections such as wiring or piping; and other products identified as "equipment" by the Specifications.
- C. Substitutions: Products and methods of construction differing from those required or identified as acceptable by the Contract Documents and requested by the Contractor to be deemed acceptable. The following are NOT subject to the substitutions requirements of this Section:
 - 1. Revisions to the Contract Documents, where requested by the Owner or his representative; these are considered as "changes".

2. Contractor options on products and construction methods included in the Contract Documents.
3. The Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities; these do not constitute "substitutions" and do not constitute a basis for Change Orders.

1.4 REQUIREMENTS

- A. Comply with the requirements of this Section relative to the selection, coordination, handling and installation of products, except where more stringent or more specific requirements are specified in Division 02 through 16.
- B. Comply with the requirements of this Section relative to requests for substitutions.

1.5 SUBMITTAL OF SUBSTITUTION REQUEST

- A. Make request for substitution only as specified. DO NOT request substitutions by the submittals procedure specified in Section 013300: Submittal Procedures.
- B. Requests for Substitutions:
 1. Submit 1 copy of each request for substitution.
 2. Identify the product or fabrication or installation method to be replaced by the substitution, including related Specification Section and Drawing numbers.
 3. Include the following information, as appropriate, with each request:
 - a. Reason for proposed substitution.
 - b. Complete product data, drawings and descriptions of products, and fabrication and installation procedures.
 - c. Samples where applicable or requested.
 - d. A detailed comparison of the proposed substitution with the work specified. Include significant qualities such as size, weight, performance characteristics, compliance with requirements and standards, and visual characteristics. Submit in same terms and same order as specified work, to facilitate comparison.
 - e. Complete coordination information. Identify changes required in other elements of the work to accommodate the substitution, including work performed by other Contractors.
 - 1) Include one of the following:
 - a) A statement by the Contractor proposing the substitution that he will pay for any additional costs to other Contractors.
 - b) A statement by each Contractor affected, that identifies changes to the costs, time, arrangement or performance characteristics of his work, and a statement by all other Contractors that the proposed substitution will require no change to the

cost, time, arrangement or performance characteristics of their work.

- f. A statement that the Contractor agrees to pay design costs or other costs incurred by the Owner in connection with the substitution.
- g. A statement indicating the effect the substitution would have on the work schedule including total Contract Time, in comparison to the schedule without the proposed substitution.
- h. Complete cost information, including a proposal of the net change in the Contract Sum.
- i. Certification by the Contractor to the effect that, in the Contractor's opinion, the proposed substitution shall result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it shall perform adequately in the application indicated. Include in this certification the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

C. Architect Action:

- 1. Within one week of receipt of the Contractor's request for substitution, the Architect will advise the Contractor of additional information or documentation needed for evaluation of the request, and an estimate of design costs, administrative costs, or other costs to be incurred by Owner.
- 2. Within 3 weeks of receipt of the request, or within 2 weeks of receipt of the requested additional information or documentation, whichever is later, the Architect will notify the Contractor of either the acceptance or rejection of the proposed substitution.
 - a. Acceptance will be in the form of a letter, including a statement that a Change Order will or will not be required, and, if required, the changes in cost and time to be included in that Change Order. The Change Order, if required, will be issued within a reasonable time.
 - b. Rejection will include a statement giving reason for the rejection.

1.6 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind from a single source.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. Select products to be compatible with other products previously selected. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

1.7 REFERENCED STANDARDS

- A. Comply with the applicable provisions of codes, standards and specifications referenced in the Section specifying each product.
 - 1. Where products are shown on Drawings but not described in these Specifications, comply with industry standards and regulations applicable to such products.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE

- A. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include:
 - 1. Specifications including Named Products:
 - a. Where only a single product or manufacturer is named, provide the product named, unless the Specifications, by use of the term "Reference Product", "Design Product", or otherwise, indicate possible consideration of other products.
 - 1) Comply with the "substitutions" procedures of this Section if proposing unnamed product.
 - b. Where two or more products or manufacturers are named, provide one of the products named, at the Contractor's option. Do not provide or offer to provide an unnamed product, except as follows:
 - 1) Where the Specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to the use of these products only nor require pre-bid substitution, the Contractor may, at his option, propose an unnamed product that complies with Contract requirements in accordance with the "Substitutions" procedures of this Section.
 - 2. Specifications which do not name products:
 - a. Where the Specifications describe a product or assembly by listing characteristics required, but without use of a brand or trade name, provide product or assembly that provides the specified characteristics and otherwise complies with Contract requirements.
 - b. Where the Specifications do not name products, but require compliance with specific performance requirements, provide products that comply with those requirements, and that are recommended by the manufacturer for each specific application. The manufacturer's recommendations may be contained in

- published product literature, or by the manufacturer's project-specific certification of performance.
- c. Where the Specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specified requirements, including the standards, codes and regulations.
3. Specifications requiring matching an established sample: The final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect.
- B. Accommodation of Selected Products: Where the Contract Documents indicate details or other requirements based on a specified product, and the Specifications name two or more products or manufacturers for the Contractor's selection, the Contractor shall be responsible for adjustment in details and other requirements to accommodate the product of his selection, at no change to the Contract Sum or Contract Time.

2.2 GENERAL PRODUCT REQUIREMENTS

- A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged. Unless specifically required by the Contract Documents to be salvaged, re-used or otherwise restored, provide products that are unused at the time of installation. Provide products that are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- B. Standard Products: To comply with the requirements of the Contract Documents, provide standard products of types that have been produced and used successfully in similar applications on other projects.
- C. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced product for which the manufacturer has published assurances that the product and its parts shall be available to the Owner at a later date. A reasonable doubt regarding such future availability will be grounds for rejection of products other than named products.
- D. Nameplates: Except for required labels and operating data, do not permanently attach or imprint manufacturers' or producers' nameplates or trademarks on exposed surfaces to view in occupied spaces or on the exterior of the completed project.
 - 1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain product identification and essential

operating data, including information specified for particular nameplates in Divisions 02 through 16.

2.3 SUBSTITUTIONS

- A. General: A request for a substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.
- B. Conditions: The Architect will consider a request for substitution when the following conditions are met:
 - 1. The request is for the use of a product not named in the Specifications, and where product selection is not limited to named products.
 - 2. The specified product or method is no longer available or cannot be provided in time to comply with the Contract Schedule. The request shall not be considered if the effect on the schedule is a result of the Contractor's failure to place an order within 30 days of award of Contract, to pursue the work expeditiously, or to properly coordinate the work.
 - 3. A substantial net advantage, as determined by the Architect, is offered the Owner, in terms of cost, time, operating efficiency or other factors, after deducting negative factors such as additional compensation to the Architect for redesign and evaluation services, increased costs of other work by other Contractors, or adverse effects on maintenance.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Except where project-specific or more stringent requirements are set forth in the Contract Documents, comply with the manufacturer's instructions and recommendations for installation of products in each application.
- B. Anchor each product securely in place, accurately located and aligned with other work.
- C. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION 016300

SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Execute cleaning and disposal of waste materials, debris and rubbish during construction.
- B. Final cleaning of project site.

1.2 RELATED REQUIREMENTS

- A. SECTION 007000 – GENERAL CONDITIONS OF THE CONTRACT
- B. Section 017700 - CLOSEOUT PROCEDURES.
- C. Individual Specifications Sections: Specific cleaning for product or work.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

1.4 DESCRIPTIONS

- A. CONTRACTOR IS RESPONSIBLE FOR CLEAN UP OF ALL WASTE MATERIALS, DEBRIS AND RUBBISH FROM HIS WORK AND THE WORK OF HIS SUB-CONTRACTORS. Maintain areas under Contractor's control-free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Dumpster and Covered Containers for deposit of debris and rubbish shall be provided including periodic disposal of accumulations or extraneous materials. Separate dumpsters will be provided for each type of recyclable material.
- C. The Contractor shall clean up daily and remove to a dumpster all scrap, trash and debris resulting from the Contractor's activities. Should Contractor fail to perform such clean-up within a twenty-four (24) hour written or verbal notice or fail to keep all material and equipment stored in a neat and orderly manner, the Owner shall seek a Contractor to perform this service on behalf of the Contractor and deduct this cost from any payments due the Contractor.
- D. Removal from site of all debris will be by the contractor performing the activity.

PART 2 - PRODUCTS

2.1 CLEANING PRODUCTS

- A. USE ONLY those materials which will not create hazards to health or property, and which will not damage finishes and surfaces.
- B. In order to control excess dust, the Contractor shall provide adequate supply of proper dust control additives / compounds. This dust control compound shall be utilized and made available for sweeping operations by all prime contractors.
- C. USE ONLY materials and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute daily cleaning, or as often as needed, to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. Dispose of waste materials, cartons, crating, debris and rubbish at designated waste receptor provided by the Contractor (i.e. dumpster, truck, etc.) and which shall be disposed of at legal disposal areas away from the site.

3.2 DISPOSAL

- A. Unless stated otherwise in Bid Package Description, the Contractor will remove collected waste materials, debris and rubbish from site as soon as dumpster/truck is full and dispose of off-site, in a lawful manner. This project requires that recyclable refuse materials be recycled when possible.

3.3 FINAL CLEANING

- A. Prior to final cleaning at the end of each Phase, the Contractor shall remove all debris, extra material etc. from the building to the dumpsters provided by the Contractor. The Contractor will provide final cleaning of the site.
- B. The Contractor shall clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances. Sweep paved areas broom clean. Remove petrochemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved to a smooth, even textured surface. This process will need to occur at the end of construction prior to turning construction over to the owner.

END OF SECTION 017400

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for Final Acceptance.

1.2 RELATED REQUIREMENTS

- A. Section 002000 – INSTRUCTIONS TO BIDDERS: Liquidated damages may be applicable.
- B. Section 007000 – GENERAL CONDITIONS OF THE CONTRACT: Fiscal provisions, legal submittals, and additional administrative requirements.
- C. Section 017400 – CLEANING.
- D. Section 017800 – PROJECT RECORD DOCUMENTS.
- E. Section 017810 – WARRANTIES AND BONDS.

1.3 SUBSTANTIAL COMPLETION

- A. When Contractor considers his Work is substantially complete, he shall submit to Architect:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Should Architect/Engineer determine that the Work IS NOT substantially complete, Architect will notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion to the Architect.
- D. When Architect/Engineer finds Work is substantially complete, he will prepare a Certificate of Substantial Completion in accordance with provision of General Conditions.

1.4 FINAL INSPECTION

- A. When contractor considers the Work is complete, he shall submit to Architect certification that:

1. Contract Documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
 4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
 5. Operation of systems has been demonstrated to Owner's personnel.
 6. Work is completed and ready for final inspection.
- B. Should Architect/Engineer inspection find Work incomplete Architect will promptly notify Contractor, in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written Certification of Final Completion to Architect.
- D. When Architect/Engineer finds Work is complete, he will consider closeout submittals.

1.5 CLOSEOUT SUBMITTALS

- A. Submit following documents to Architect:
1. Certificates of Inspection required for equipment, mechanical and electrical systems of each respective Section throughout Project Manual.
- B. Project Record Documents: In accordance with Section 017800.
- C. Warranties and Bonds: In accordance with Section 017810.
- D. Evidence of Payment and Release of Waivers: In accordance with General Conditions of the Contract.
- E. Consent of Surety to Final Payment.
- F. Certificate of Insurance for Products and Completed Operations: In accordance with Supplementary Conditions.

1.6 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit to Architect a final statement reflecting adjustments to Contract Sum indicating:
1. Original Contract Sum.
 2. Previous Change Orders.
 3. Change under allowances.
 4. Changes under unit prices.
 5. Deductions for uncorrected Work.

6. Deductions for liquidated damages.
7. Deductions for re-inspection payments.
8. Adjustments for increased Owner costs for direct purchase of Major Materials beyond that set forth in Contractor's Bid
9. Other adjustments to.
10. Total Contract Sum as adjusted.
12. Previous payments.
13. Sum remaining due.

- B. The Architect will issue a Final Change Order, reflecting approved adjustments to the Contract Sum not previously made by Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

- A. Submit application for final payment in accordance with provisions of the General Conditions of the Contract.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 017700

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SECTION 017800 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Documents at the site.
- B. Section 017700 - CLOSEOUT PROCEDURES
- C. Individual Specifications Sections: Manufacturer's Certificates of Inspection.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store Record Documents and Samples in field office apart from documents used for construction. Provide files, racks and secure storage for Record Documents and Samples.
- B. Label and file Record Documents and Samples in accordance with Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- C. Maintain Record Documents in a clean, dry and legible condition. DO NOT use Record Documents for construction purposes.
- D. Keep Record Documents and Samples available for inspection by Architect/Engineer/Construction Manager.

1.4 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large, printed letters.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information on prints. The final plot shall show all pertinent changes and shall be marked "As Built", dated and signed by Contractor. Submit "As Built" documents to the Architect for their review.
- C. Record information concurrently with construction progress. DO NOT CONCEAL any work until required information is recorded.
- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:

1. Measured depths of elements of foundation in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the construction.
 4. Field changes of dimension and detail.
 5. Changes made by Modifications.
 6. Details not on original Contract Drawings.
 7. References to related Shop Drawings and Modifications.
 8. Revisions to electrical circuitry.
 9. Revisions to duct sizes and routing.
 10. Changes made by change orders.
 11. Changes made following Architect's written order.
- E. Specifications: Legibly mark each item to record actual construction, including:
1. Manufacturer, trade name, catalog number of each product actually installed, particularly optional items and substitute items.
 2. Changes made by Addenda and Modifications.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, field test records and other similar items required by individual Specifications sections.

1.5 SUBMITTAL

- A. At Contract Closeout, deliver Record Documents and Samples under provisions of Section 017700.
- B. Transmit one (1) original complete set of marked-up prints to Architect with cover letter copied to Architect, listing: (along with one (1) electronic file in PDF format)
1. Date.
 2. Project title and number.
 3. Contractor's name, address and telephone number.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 017800

SECTION 017810 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Preparation and submittal of warranties and bonds.
- B. Schedule of submittals.

1.2 RELATED REQUIREMENTS

- A. INSTRUCTIONS TO BIDDERS: Bid Bonds.
- B. GENERAL CONDITIONS of the CONTRACT: Performance Bond and Labor and Material Payment Bonds (AS REQUIRED), Warranty and Correction of Work.
- C. Section 017700 - CLOSEOUT PROCEDURES.
- D. Individual Specifications Sections: Warranties and bonds required for specific Products or Work.

1.3 FORMS OF SUBMITTALS

- A. Bind in commercial quality 8 1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS", with title of Project, name, address and telephone number of contractor and name of responsible principal.
- C. Table of Contents: Neatly typed in the sequence of the Table of Contents of the Project Manual with each item identified with the number and title of the specification section in which specified and the name of Product or Work item.
- D. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing. Provide full information using separate typed sheets as necessary. List subcontractor, supplier and manufacturer with name, address and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds as required, executed in duplicate by responsible subcontractors, suppliers and manufacturers within ten (10) days after completion of the applicable item of work. Except for items put into use with Owners' permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

- B. Verify that documents are in proper form, contain full information and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- B. Make other submittals within ten (10) days after Date of Substantial Completion prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.6 SUBMITTALS REQUIRED

- A. Submit Warranties, Bonds, Service and Maintenance Contracts as specified in the respective Sections of the Specifications, "As Appropriate to This Project".

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 017800

APPENDIX

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March 8th, 2023

Scott Deisher, P.E.
Project Manager
JMR Engineering

RE: PA2951 121 Valley Creek Blvd. Stormwater Testing West Whiteland Maintenance Building.

Mr. Deisher:

Per your request Jason Culp, P.E. and Ryan Green E.I.T. were present on site Thursday February 23rd, 2023 to perform a stormwater investigation at the above mentioned project location. The investigation was required in order to provide design data as it relates to the subsurface infiltration suitability for proposed new residential building addition and associated infrastructure.

Investigation:

A test pit study coupled with in field testing was to be performed at BMP locations anticipated to be available for stormwater management facilities. The site locations were selected based on the proposed infrastructure and also based on suitable areas for infiltration. The topography in general was gently sloping from the south down to north with crop cover. The ground was frozen up to approximately 6 inches.

The test pits were evaluated for limiting zones and the soil strata were inspected to determine the most favorable infiltration stratum. Test pits were extended a minimum of 4' below the tested infiltration elevation to locate any limiting zones. Field testing was performed in accordance with PA BMP manual appendix C protocol 1 using double ring infiltrometers.

Weather conditions at the time of testing was 65 degrees, and sunny.



Findings:

The findings below use abbreviated nomenclature and terminology germane to soil classification and infiltration testing.

TP no. 1 Tested at 63" BGS

0-18"	Dk Brn Silty CLAY	Topsoil
18"-48"	Lt. Brn Clayey SILT	Redox C/D
48"-75"	Brn Clayey SILT	Redox C/F
75"-105"	Tan/Var mica SILT	Granular but very fine

No GW or LZ encountered

TP no. 2 Tested at 64" BGS

0-18"	Dk Brn Silty CLAY	Topsoil
18"-56"	Org. Brn. Clayey SILT	Stiff Redox C/P
56"-105"	Var. Mica SILT	Stiff

No GW or LZ encountered

TP no. 3 Not Tested

0-14"	Dk Brn Silty CLAY	Topsoil
14"-42"	Lt. Brn Clayey SILT	Redox C/D
42"-63"	Brn Clayey SILT	Redox C/F
63"-102"	Tan/Var mica SILT	Granular but very fine

No GW or LZ encountered

TP no. 4 Tested at 63" BGS

0-6"	Dk Brn Silty CLAY	Topsoil
6"-48"	Org. Brn. Clayey SILT	Stiff Redox C/P
48"-96"	Var. Mica SILT	Stiff

No GW or LZ encountered

TP no. 5 Tested at 63" BGS

0-8"	Dk Brn Silty CLAY	Topsoil
8"-60"	Brn. Clayey SILT	
60"-96"	Lt. Brn. – Org Brn f. Sandy SILT	Limestone Fragment

No GW or LZ encountered

TP no. 1 $\frac{1}{8}$ ", $\frac{1}{8}$ " $\frac{1}{8}$ " 0" → 0" Final Reading w/ 30 min. intervals
0.0 inches/hour @ 63 inches BGS



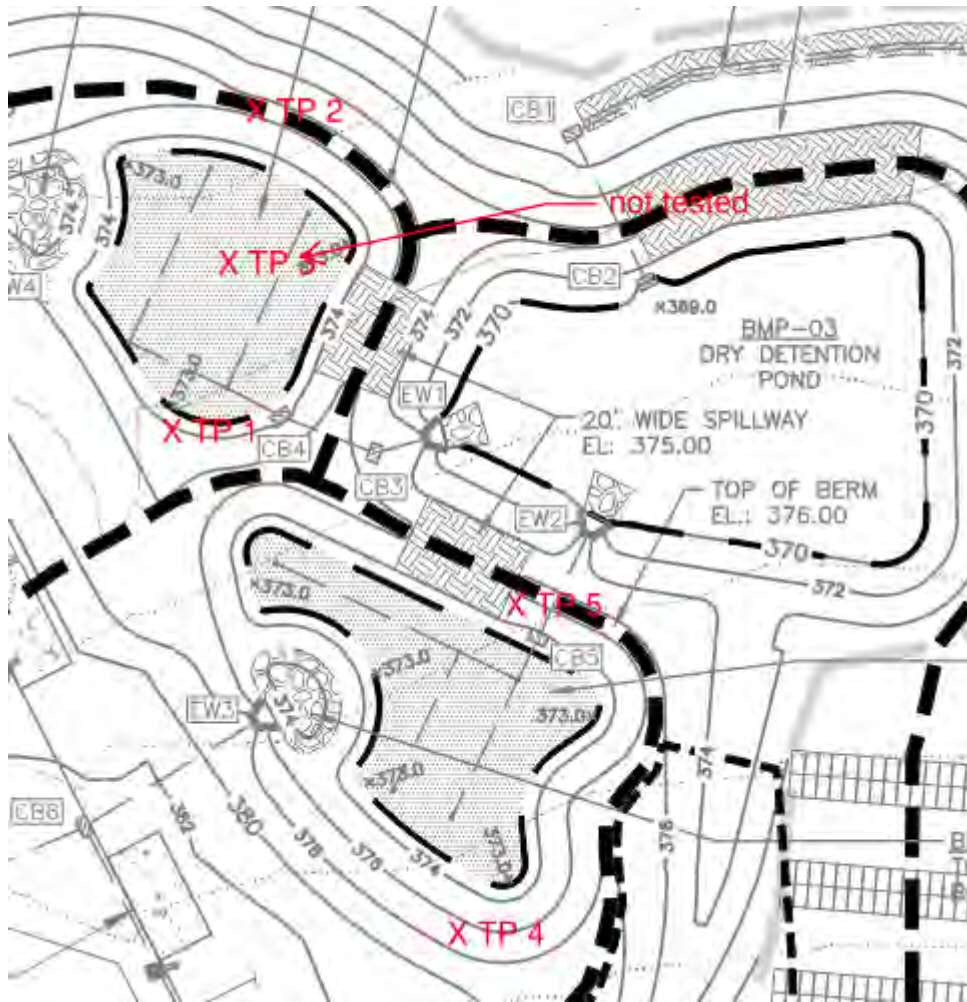
TP no. 2 $\frac{1}{4}$ " $\frac{1}{4}$ " $\frac{1}{4}$ " $\frac{1}{4}$ " \rightarrow $\frac{1}{4}$ " Final Reading w/ 30 min. intervals
0.50 inches/hour @ 64 inches BGS

TP no. 3 $\frac{3}{8}$ " $\frac{1}{4}$ " $\frac{1}{4}$ " $\frac{1}{4}$ " \rightarrow $\frac{1}{4}$ " Final Reading w/ 30 min. intervals
0.5 inches/hour @ 63 inches BGS

TP no. 4 $\frac{1}{2}$ " $\frac{1}{2}$ " $\frac{1}{2}$ " $\frac{1}{2}$ " \rightarrow 1" Final Reading w/ 30 min. intervals
2.0 inches/hour @ 63 inches BGS

Conclusions and Recommendations:

1. The design engineer is recommended to utilize the above findings for BMP infiltration system design. Typical rate reductions required is suitable for the design.
2. The site is located within the Elbrook formation. This geologic formation is a carbonate geology (calcareous shale) that is susceptible to karst formation. Additionally, numerous surface depressions have been mapped to the north of this site. It is estimated that no sinkholes have developed on this site due to the current 'cap' of cohesive soil atop the lower geology. Removal of this down to the more well draining soils will exacerbate sinkhole development. In general, UE does not recommend infiltration atop karst geology, particularly where the site has nearby, mapped surface depressions (SEE BELOW) and sinkholes. UE does not recommend infiltration at this site given the nearby mapped depressions and known geologic conditions.
3. It is recommended to have the stormwater facility construction inspected by the geotechnical engineer or representative to ensure the infiltration interface is located in the correct stratum and/or to visually inspect the bottom to ensure no at surface karst features are present



TEST PIT LOCATION PLAN
N.T.S.



KARST FEATURES LOCATION PLAN
N.T.S.

Contact the undersigned should additional questions or concerns arise.

Sincerely,

Jason Culp, P.E.
Vice President
jason@uzmanengineering.com



UZMAN ENGINEERING, LLC.

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Malvern, PA 19355.

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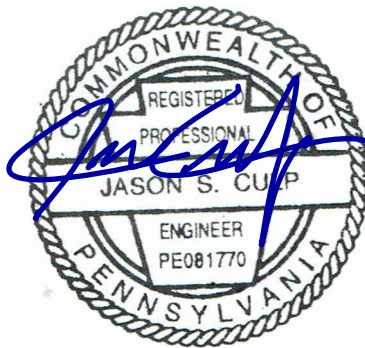
Georeport for Proposed West Whiteland Public Works

LOCATION: 121 Valley Creek Blvd, Exton, PA 19341

DATE: March 16, 2023

Client: Heim Construction
1020 Chestnut Road, Orwigsburg, PA 17961

By:



Jason Culp, P.E.
PE081770



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1.0 Purpose

Uzman Engineering LLC. (UE) representatives Jason Culp, P.E. and Hannah Worrilow, E.I.T. were present on site on Thursday, February 23rd and Friday February in order oversee and record a series of soil borings and test pits performed by Beechwood Drilling using a CME 550 truck mounted drill rig. The following geotechnical report details the findings, conclusions, and recommendations.

1.1 Requested Design Data

No specific Design Data was requested. UE was to provide foundation design data including but not limited to: Allowable Bearing Value, Lateral Earth Pressure coefficients and Unit Weights, seismic site classification, Site preparation Recommendations and Requirements.

1.2 Proposed Investigation

The investigation included eight borings up to 25 feet below ground surface or refusal. The borings were to be conducted inside the footprint of the proposed buildings.

Additionally, test pits and a brief review of the property was performed to better acclimate to the anticipated structural work required as it relates to the geotechnical study.

2.0 Findings

2.1 Site Background

The site is located off Valley Creek Boulevard in Exton, PA, northwest of the intersection of Route 30 and Route 202. The northeast side of the site is the border between East Whiteland Township and West Whiteland Township. Based on past aeriels there appears to be no previous structures on the property. It appeared that the site had been utilized for agriculture for at least the past 20 years

2.2 Geologic Background



The site is located primarily in the Elbrook formation formation, characterized light-gray to yellowish-gray, finely laminated siliceous limestone having interbeds of dolomite, calcareous shale, and silty limestone. It is cherty and well bedded. The beds are mostly thick, but flaggy and massive beds also occur. It is about 3,000 feet thick (Geyer and Wilshusen, 1982). Sinkholes are common with this formation and many have been mapped to the North of the property and a few within the property boundaries. The findings also suggest that karst relics are present on the site in question.

2.3 Proposed Construction

The construction includes concrete foundations, slabs on grade structural steel rigid frames and cmu above grade walls. The finished floor elevation of the proposed buildings are 384.5 to 386.5. The existing grades that are observable range from approximately 388 to 380 with expected cut fills over building pads of 2.5 foot cuts to 6 foot fills, the primary area distribution suggest primarily fill over the building footprint.

2.4 Soil Borings, Test Pits and Stratum Summary

Borings were conducted on February 23rd 2023 and February 24th, 2023, and overseen by Jason Culp, P.E. and Joe Borracinni of Uzman Engineering down to depths of 25 feet. Borings were conducted in accordance with ASTM D1586. Refer to this standard for additional details on the terminology, testing apparatus etc. for additional details. Test pits and stormwater testing were also performed on these dates.

Borings terminated in dense sandy and clayey SILT consistent with the geologic formation in the area. Boring depth is provided as a below ground surface measurement taken from the existing grade. These depths shall be interpolated to the proposed foundation depths or elevations as appropriate. A stratum summary is provided below:

Stratum I: ML-CL clayey silts. Blow counts ranged from 3 to 26 blows per foot with an average of 12.5 blows/foot. Depths ranged from 1' BGS to down to 4 to 8 feet BGS

Stratum II: ML f. Sandy SILTS to SILTS. Weathered limestone fragments in pockets consistent with karst geology (steeply dipping with soil filled voids/bedding fractures, soft eroded outside faces of bedrock). Blow counts ranged from 3 to 41 blows per foot with an average of 19 blows/foot Depths ranged from 4 to 8' BGS down



to 25' BGS and was not encountered in some areas where shallow rock was encountered.

Please refer to Appendix A for all boring logs.

2.5 Laboratory Testing

Refer to the attached lab reports conducted on the material.

3.0 Analysis and Conclusions

3.1 Foundation

3.1.A Excavation and Site Preparation

Excavation may be performed with traditional methods, rock may be encountered, however the majority of the soil encountered may be rock rippable, test pits indicated that the majority of rock was larger cobbles and boulders that may need to be removed. Contractor is responsible for maintaining a safe work area in accordance with OSHA and local standards.

All areas shall be stripped of the surficial topsoil soils and visually reviewed to determine if additional overexcavation in areas of fill or debris is required. Following visual approval by the geotechnical engineer of record or representative thereof then the areas to receive fill shall be proofrolled with a fully loaded triaxle to determine if any additional areas require overexcavation. Once completed and approved, fill can be placed in accordance with the requirements below.

Fill appears suitable for re use as structural fill but is fine grained and moisture sensitive. Moisture conditioning and similar modification efforts may be required depending on prevailing weather conditions at the time of construction.

3.1.B Shallow Foundation Bearing

Stratum I and Stratum II is suitable for bearing with an allowable bearing value of 2,000 pounds per square foot. These strata may be utilized for compacted fill reuse if required, however its fine grained nature will require strict oversight and inspection. Some minimal overexcavation may be required. Localized soft or saturated areas commonly occur in periods of adverse weather conditions, these areas may be overexcavated and replaced with compacted recycled concrete, 2a



modified or similar approved material. It is important to note that the area is susceptible to sinkhole development and although none were directly observed in the area of the buildings they may develop within the proposed structures at a later date. A ground improvement recommendation has been provided in section 3.7 below for discussion. UE understands that there is an additional cost for this type of work and that a risk/benefit analysis may have to be performed in conjunction with the client.

All spread foundation shall have a minimum dimension, regardless of bearing pressures, of 2.5 feet in length and width and all wall footings shall have a minimum width of 2 feet regardless of bearing pressures. Given the presence of sinkholes additional reinforcement beyond minimum temperature and shrinkage steel may be prudent to minimize damage to the structure and provide redundancy should sinkhole development occur.

3.1.C Shallow Foundation Construction

All footings subgrades shall be clean of debris, moisture, loose soil and other deleterious materials and shall be suitably firm and meet the conditions of stratum I. Footings shall be located a minimum of thirty-six inches from the ground surface and free of frost at the time of placement. The subgrades shall be verified by a Geotechnical Engineer or representative thereof to ensure subgrades are situated in the stratum conditions described above. Any rock encountered shall be overexcavated by 6 inches and a rock cushion layer of 2a modified or similar shall be utilized underneath all footings.

Footings shall be constructed utilizing top and bottom reinforcement. This is recommended given the potential for sinkhole development which will allow spanning of localized areas of excessive settlement. Additionally, slabs on grades are recommended to be reinforced with a minimum of no. 4 rebar at 24" o.c. to provide similar additional support. Although unpredictable a estimated sinkhole opening of up to 8' can be utilized for grade beam design.

Foundations placed on fill shall be verified to be situated on compacted fill overseen and certified by a geotechnical engineer or field representative under their direction. Imported material utilized as fill shall be free of roots, organics or similar no desirable material and shall be classified as a SM or coarser material. Coarse fragment size (between $\frac{3}{4}$ and 4-inch nominal diameter) shall be less than 4 inches and making up no greater than 30% of the material mixture by weight and the percent passing the 200 sieve shall be less than or equal to 15% by weight. Material shall be placed to within 2% +/- the optimum moisture content as determined via ASTM D1557. Loose lift thickness shall not exceed 12 inches loose measure or less depending on soil



conditions and shall be compacted to 95% Maximum dry density as determined via ASTM D1557. No fill shall be placed on non-suitable subgrades including but not limited to frozen material, saturated material etc. The native subgrade shall be verified to be stable and unyielding under proof rolling utilizing a minimum of a ten ton static weight vibratory roller or other equipment as determined by the geotechnical Engineer responsible for oversight and certification of the fill.

3.2 Groundwater Control

Groundwater is not expected to affect the area however provisions shall be included to manage this during construction. Precipitation may affect proposed footings and slab areas if not properly managed. All groundwater encountered was anticipated to be localized pockets potentially from presence of fill.

All roof leaders shall be piped away from the foundations and grades shall be maintained to shed surface water away from foundations. This is imperative given the potential for sinkhole development.

New foundations walls shall have at a minimum an interior (where sump pumps are utilized) or exterior (where ran to daylight) perimeter drain (4" diameter perforated pipe wrapped in clean stone) and exterior damproofing in accordance with the 2018 IBC.

3.3 Lateral Earth Pressure

Lateral Earth pressures are provided for stratum I as this provides the most conservative active or at rest pressures. Pressures are based upon the material's shear strength as estimated from boring findings and unit weight based on experience.

At rest (restrained top) Earth Pressure: 60 psf/ft depth
Active (free top) Earth Pressure: 45 psf/ft depth
Passive Earth Pressure: 220 psf/ft depth
Coefficient of Friction value for sliding: 0.31

3.4 Slabs on Grade

Slab on grades for normal commercial purposes are recommended at 4" thickness with 4,000 psi concrete and welded wire reinforcement at a minimum, given the



chance for sinkholes to develop UE typically recommends slabs be reinforced with no. 4 rebar at 24" o.c. each way. This slab schedule aids in minimizing excessive settlement or damage from sinkhole development. Slabs shall be constructed atop a 10 mil vapor barrier with 4 inches of clean stone (AASHTO no. 57 aggregate). A K value for Modulus of Vertical subgrade reaction of 100 pci may be utilized where bearing on stratum I.

3.5 Settlement

Total Settlement is expected at a maximum of one inch and differential settlement at less than ½ inch. This is based on the soil conditions and expected loading. Should closely spaced highly variable loading be present, then additional analysis with expected service loads may be required. These should be brought to UE's attention if present.

3.6 Seismic site classification

The site is classified as a seismic Site Classification D for seismic loading.

3.7 Remediation

Given the presence of shallow karst geology and the presence of past sinkholes as well as findings that indicate closed depressions and soft zones within the test borings it is not uncommon to perform preventative remediation via compaction grouting. UE has used this method in a multitude of areas within carbonate geology. Another benefit of the compaction grouting is that the methodology of remediation provides further data on the subsurface conditions and grouting points can be added/subtracted or moved to areas of more concern.

There appears to be significant soil mantle above the surface of the rock at most areas except for the far north building line. This is a positive feature in that surface drainage is typically well dispersed by the time it encounters the soluble bedrock. However, there is always a chance for sinkhole development regardless of if the area is remediated. In areas to receive fill such as the western garages it is recommended to incorporate geogrid within the fill layers. This provides a bounding layer that helps support any sinkhole development that may occur and acts as a flexible mat or load transfer platform confining upper soils and spreading loads out to wider more supported areas.



4.0 Limitations

The above findings and conclusions are based upon a limited investigation of the subsurface conditions. Soil boring findings may be highly variable as their horizontal distribution of data is limited to the 2 ½ inch diameter split spoon. It is not uncommon that field conditions vary especially with respect to depth of strata encountered and groundwater conditions which are seasonably variable and may vary upon construction changes. It is therefore imperative that in progress inspections and testing be performed by a geotechnical engineer or their representative.

Should conditions be found that are different than those that are provided then UE shall be notified immediately so that the conclusions and recommendations above may be reviewed and revised if required.

Refer to the attached exhibits in the appendix below documenting some of the work performed.

Contact the undersigned should additional questions or concerns remain.

Sincerely,

Jason Culp, P.E.
Vice President
610.320.2100
jason@uzmanengineering.com



Appendix A – Test Borings

Project: 121 Valley Creek Blvd, Exton, PA 19341					Boring Location: TB-1	
Project Number: PA2951					Sheet: 1 of 8	
Client: Heim Construction						
Date: 02/23/2023					Logged By: JSC	
Contractor: Beechwood Drilling					Drilling Method: HSA	
Sampling Method: Split Spoon Sampling					Hammer Data: 140 lbs cathead	
					Checked By: JSC	
					Total Depth: 6'	
					Depth to Water: N.E.	
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description	Comments
0	SS	0-2'	3-4-4-4	12	ML Topsoil into Lt. Brn Org Clayey SILT	Limestone Frags
	SS	2'-4'	5-6-6-5	6	Lt Brn-Org. Clayey SILT	
5	SS	4'-6'	5-10-50/5	0		
	SS	6'-8'	50/1"	1		
						Auger refusal @ 6'
10						
15						
20						
25						
30						
35						

Project: 121 Valley Creek Blvd, Exton, PA 19341					Boring Location: TB-2	
Project Number: PA2951					Sheet: 2 of 8	
Client: Heim Construction						
Date: 02/23/2023					Logged By: JSC	Checked By: JSC
Contractor: Beechwood Drilling					Drilling Method: HSA	Total Depth: 13'
Sampling Method: Split Spoon Sampling					Hammer Data: 140 lbs cathead	Depth to Water: N.E.
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description	Comments
0	SS	0-2'	2-2-2-3	12	ML Topsoil into Lt. Brn Org Clayey SILT	limestone fragments
5	SS	2'-4'	3-5-7-9	18	Lt Brn-Org. Clayey SILT	
	SS	4'-6'	4-3-3-3	15		
	10	SS	6'-8'	2-1-2-2	12	
SS		8'-10'	3-50/4"	6		
15	SS	13'-15'	50/3"	1		
20						
25						
30						
35						

Project: 121 Valley Creek Blvd, Exton, PA 19341					Boring Location: TB-3	
Project Number: PA2951					Sheet: 3 of 8	
Client: Heim Construction						
Date: 02/23/2023					Logged By: JSC	
Contractor: Beechwood Drilling					Drilling Method: HSA	
Sampling Method: Split Spoon Sampling					Hammer Data: 140 lbs cathead	
					Checked By: JSC	
					Total Depth: 14.25'	
					Depth to Water: N.E.	
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description	Comments
0	SS	0-2'	2-2-3-4	12	ML Topsoil into Lt. Brn Org Clayey SILT	limestone fragments
	SS	2'-4'	3-5-8-13	13	Lt Brn-Org. Clayey SILT	
5	SS	4'-6'	10-10-9-10	18	Yellow Tan f. Sandy SILT	
	SS	6'-8'	8-10-10-14	18	Lt Brn-Org. Clayey SILT	
10	SS	8'-10'	19-17-12- 11	18	Yellow Tan f. Sandy SILT	
15	SS	13'-15'	14-24- 50/3"	15		
						Auger refusal @ 14.25'
20						
25						
30						
35						

Project: 121 Valley Creek Blvd, Exton, PA 19341 Project Number: PA2951 Client: Heim Construction					Boring Location: TB-4 Sheet: 4 of 8			
Date: 02/23/2023 Contractor: Beechwood Drilling Sampling Method: Split Spoon Sampling					Logged By: JSC Drilling Method: HSA Hammer Data: 140 lbs cathead		Checked By: JSC Total Depth: 25' Depth to Water: n.e.	
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description		Comments	
0	SS	0-2'	1-1-2-3	16	Brn Clayey SILT			
	SS	2'-4'	3-8-8-9	13				
5	SS	4'-6'	6-6-8-8	12				
	SS	6'-8'	8-9-12-16	17				
10	SS	8'-10'	6-8-10-12	19	brn grey Mica SILT Tr. Clay and Sand			
15	SS	13'-15'	6-7-9-10	16				
20	SS	18'-20'	6-8-7-13	18				
25	SS	23'-25'	5-5-6-7	18				
30								
35								

Project: 121 Valley Creek Blvd, Exton, PA 19341 Project Number: PA2951 Client: Heim Construction					Boring Location: TB-5 Sheet: 5 of 8	
Date: 02/23/2023 Contractor: Beechwood Drilling Sampling Method: Split Spoon Sampling				Logged By: HMW Drilling Method: HSA Hammer Data: 140 lbs cathead		Checked By: JSC Total Depth: 23.75' Depth to Water: N.E.
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description	Comments
0	SS	0-2'	1-1-2-3	14	Brn. - Lt. Brn. Clayey SILT	sl. Moist
	SS	2'-4'	3-8-8-9	17		
5	SS	4'-6'	9-15-11-23	13		
	SS	6'-8'	21-16-16-15	NR	Org. Brn. SILT	
10	SS	8'-10'	7-9-10-12	6		
15	SS	13'-15'	6-7-20-25	11	Lt. Brn Clayey SILT	
20	SS	18'-20'	3-4-6-6	10	Lt. brown SILT, tr. Limestone frags	
25	SS	23'-25'	22-50/3	19		
						Auger refusal @ 23.75'
30						
35						

Project: 121 Valley Creek Blvd, Exton, PA 19341 Project Number: PA2951 Client: Heim Construction					Boring Location: TB-6 Sheet: 6 of 8	
Date: 02/24/2023 Contractor: Beechwood Drilling Sampling Method: Split Spoon Sampling				Logged By: JB Drilling Method: HSA Hammer Data: 140 lbs cathead		Checked By: JSC Total Depth: 23.5' Depth to Water: N.E.
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description	Comments
0	SS	0-2'	3-3-4-5	13	Dark brn SILT in to org brn Clayey SILT	
	SS	2'-4'	5-6-6-5	13	Lt. Brn Clayey SILT	
5	SS	4'-6'	4-3-3-4	14	Lt. Brn SILT	
	SS	6'-8'	5-6-6-9	24		
10	SS	8'-10'	12-17-24-26	10		
	SS	10'-12'	3-4-3-3	24		
15						
	SS	15'-17'	21-30-17-50	20	Weathered limestone f. sandy SILT and GRAVELS	
20						
	SS	23'-25'	50/3	NR		
25						Auger refusal at 23.5'
30						
35						

Project: 121 Valley Creek Blvd, Exton, PA 19341					Boring Location: TB-7	
Project Number: PA2951					Sheet: 7 of 8	
Client: Heim Construction						
Date: 02/24/2023					Logged By: HMW	
Contractor: Beechwood Drilling					Drilling Method: HSA	
Sampling Method: Split Spoon Sampling					Hammer Data: 140 lbs cathead	
					Checked By: JSC	
					Total Depth: 25'	
					Depth to Water: N.E.	
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description	Comments
0	SS	0-2'	2-3-3-3	16	topsoil into dark brown clayey SILT	
	SS	2'-4'	4-5-5-6	13	LT. Brn. Clayey SILT	
5	SS	4'-6'	7-9-10-14	24		
	SS	6'-8'	12-14-14-16	16	light brown SILT, some more clayey and f. sandy layers	
10	SS	8'-10'	14-10-10-10	15		
15	SS	13'-15'	8-10-12-16	24		
	SS	15'-17'	9-10-12-12	18		
20						
25	SS	23'-25'	8-12-17-9	24		
30						
35						

Project: 121 Valley Creek Blvd, Exton, PA 19341 Project Number: PA2951 Client: Heim Construction					Boring Location: TB-8 Sheet: 8 of 8	
Date: 02/23/2023 Contractor: Beechwood Drilling Sampling Method: Split Spoon Sampling				Logged By: HMW Drilling Method: HSA Hammer Data: 140 lbs cathead		Checked By: JSC Total Depth: 23.5' Depth to Water: N.E.
Depth (ft)	Sample Type	Sample Depth	Blow Counts	Recovery (in)	Material Description	Comments
0	SS	0-2'	2-3-3-4	16	6" topsoil into light brown clayey SILT	
5	SS	2'-4'	4-4-5-5	13	brown clayey/sandy SILT w/gravels	
	SS	4'-6'	6-10-9-9	18		
	SS	6'-8'	8-7-7-7	19		
10	SS	8'-10'	6-7-7-7	24	light brown SILT	
15	SS	13'-15'	4-4-5-6	19	LT. Brn f. Sandy SILT	
20	SS	18'-20'	4-5-7-18	24	light brown SILT	
25	SS	23'-25'	17-50/1"	9		
30						Auger refusal at 23.5'
35						



TP 65

0-9"	Dk Brn Topsoil	
9"-48"	Lt. Brn Clayey SILT	
48"-108"	Lt. Brn./Tan SILT & Limestone Frag	Large platy boulders in sidewall causing refusal

TP 66

0-11"	Dk Brn Topsoil	
11"-48"	Lt. Brn Clayey SILT	
48"-132"	Lt. Brn./Tan SILT & Limestone Frag	Large platy boulders w/ potential solution channels

TP 67

0-11"	Dk Brn Topsoil	
11"-54"	Lt. Brn Clayey SILT	
54"-80"	Brn SILT	Limestone Fragments

TP 70

0-24"	Dk Brn Topsoil	
24"-144"	Lt. Brn Clayey SILT	

TP 73

0-10"	Dk Brn Topsoil	
10"-126"	Org. Lt. Brn Clayey SILT	

TP 77

0-13"	Dk Brn Topsoil	
13"-126"	Lt. Brn Clayey SILT	Less clayey pockets

TP 78

0-16"	Dk Brn Topsoil	
16"-114"	Lt. Brn Clayey SILT	Less clayey pockets

TP 79

0-11"	Dk Brn Topsoil	
11"-126"	Lt. Brn Clayey SILT	Less clayey pockets



TP 83

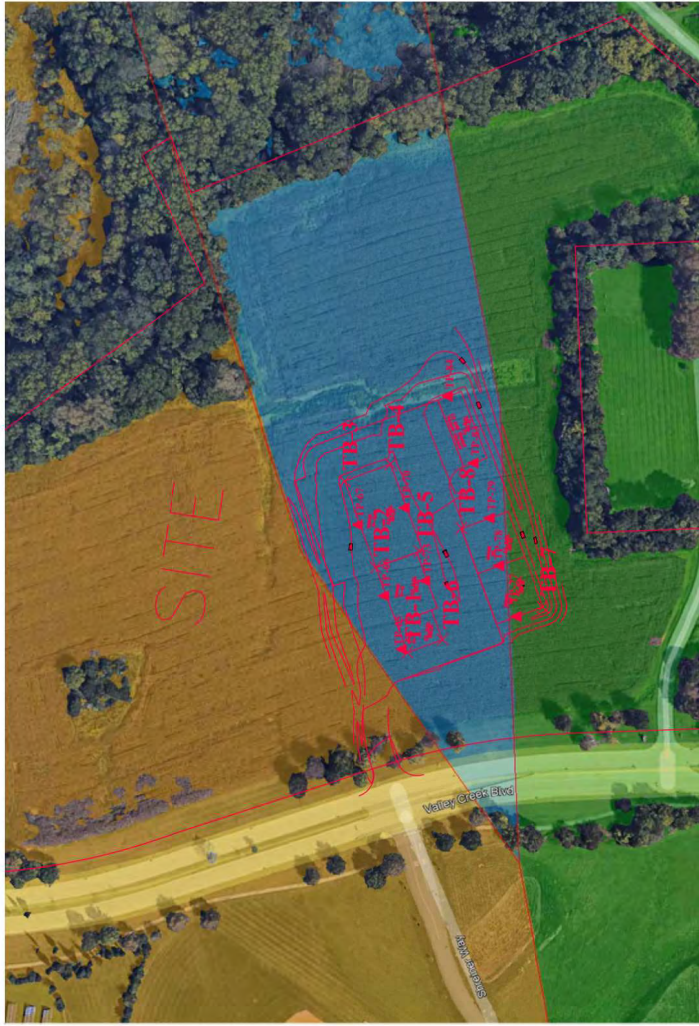
0-11"	Dk Brn Topsoil	
11"-144"	Lt. Brn Clayey SILT	Limestone fragments @ bottom

TP 84/85

0-6"	Dk Brn Topsoil
6"-50"	Brn Clayey SILT
50" – 108"	Lt. Brn SILT & Limestone Fragments

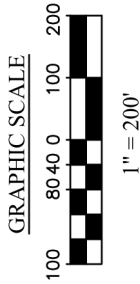


Appendix B – Site Location, Geologic Overlay, and Test Location Map



LEGEND

- ✕ TEST BORING LOCATION
- △ TEST PIT LOCATION
- LEDGER FORMATION
- ELBROOK FORMATION
- CONESTOGA FORMATION



PUZMAN
ENGINEERING
116 East King Street
Malvern, Pennsylvania 19355
(610) 320-2100
JSD No. - PA0551 | Date: 03.08.2023

PLAN TITLE: TEST BORING AND PIT LOCATION PLAN
PROJECT LOCATION: 121 VALLEY CREEK BLVD
EXTON, PA 19341
CLIENT: HEIM CONSTRUCTION

DRAWN BY: JSC
REV. BY: JSC
SCALE: AS NOTED
SHEET NO.: 1 OF 1

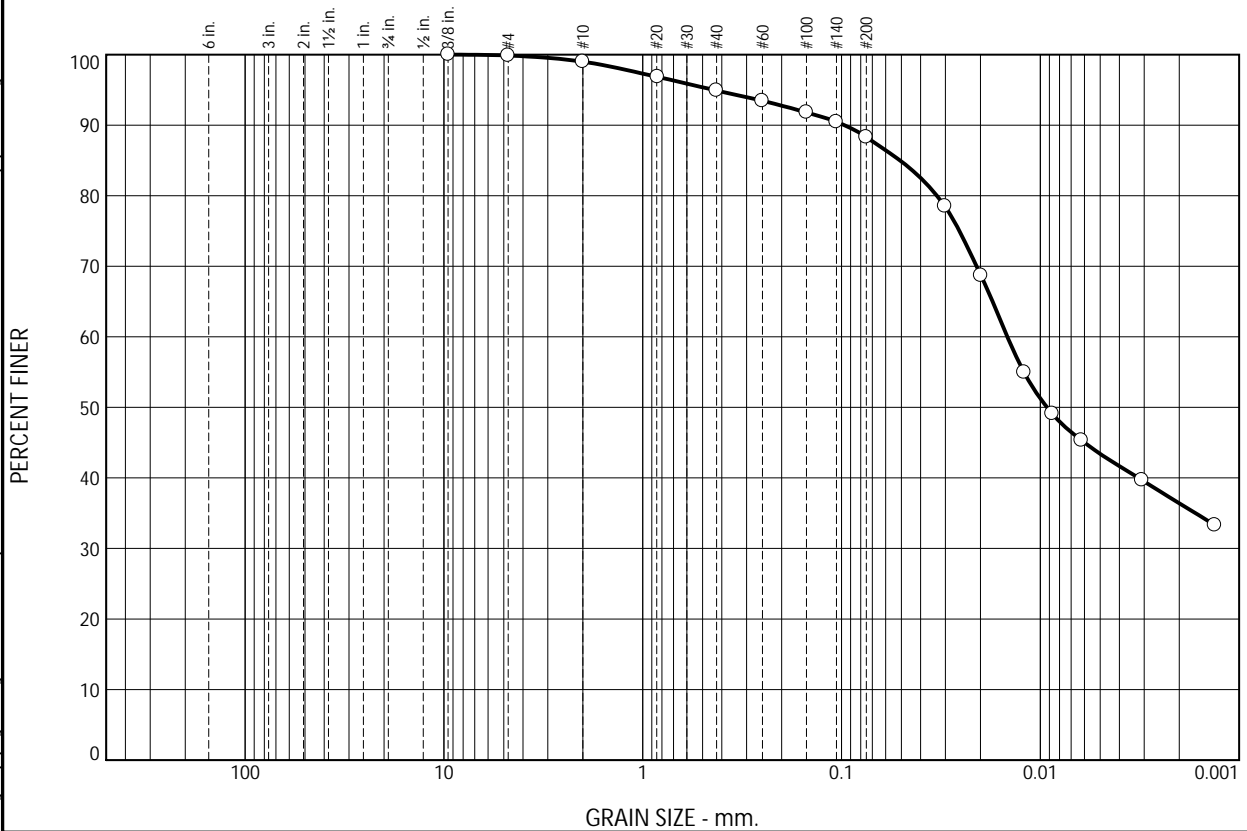
REV. NO.	DATE	COMMENTS



Appendix C – Laboratory Reports

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.1	0.9	4.1	6.6	44.9	43.4

SIEVE SIZE OR DIAMETER	PERCENT FINER	SPEC. * PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.9		
#10	99.0		
#20	96.8		
#40	94.9		
#60	93.5		
#100	91.8		
#140	90.5		
#200	88.3		
0.0302 mm.	78.5		
0.0199 mm.	68.7		
0.0121 mm.	54.9		
0.0087 mm.	49.1		
0.0062 mm.	45.3		
0.0031 mm.	39.7		
0.0013 mm.	33.3		

* (no specification provided)

Location: PA 2951 TB2 2-6 3/2/23
Sample Number: PA 2951 TB2 2-6

Soil Description
Brown lean clay

Atterberg Limits
PL= 17 LL= 38 PI= 21

Coefficients
D₉₀= 0.0969 D₈₅= 0.0508 D₆₀= 0.0146
D₅₀= 0.0093 D₃₀= C_u=
D₁₀= C_c=

Classification
USCS= CL AASHTO= A-6(18)

Remarks
Natural Moisture = 21.7%

HILLIS-CARNES ENGINEERING ASSOCIATES

Philadelphia, Pennsylvania

Client: Uzman Engineering
Project: Uzman Engineering

Project No: P18139

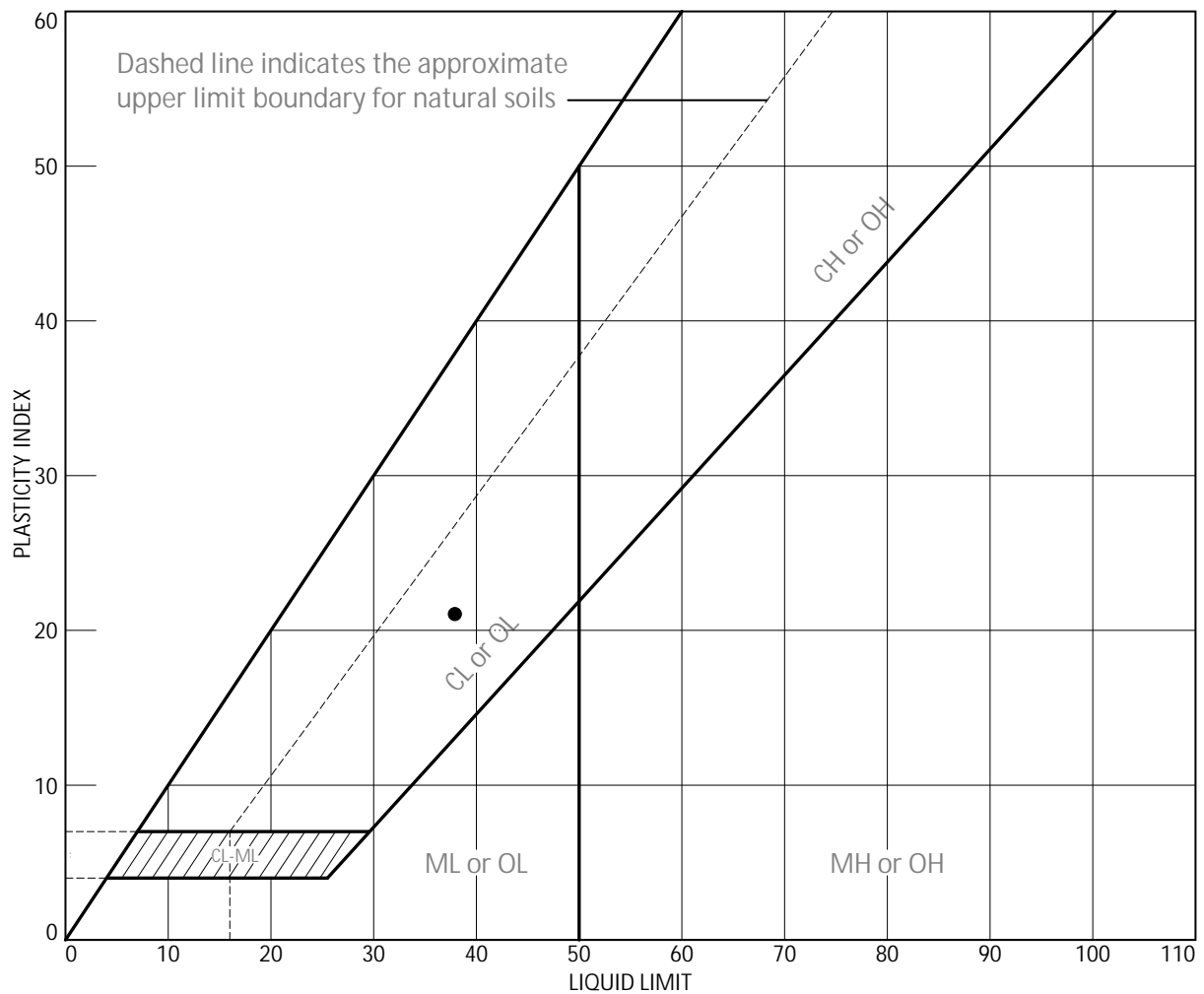
Date:

Figure

Tested By: AD

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●		PA 2951 TB2 2-6		21.7	17	38	21	CL

HILLIS-CARNES ENGINEERING ASSOCIATES

Philadelphia, Pennsylvania

Client: Uzman Engineering

Project: Uzman Engineering

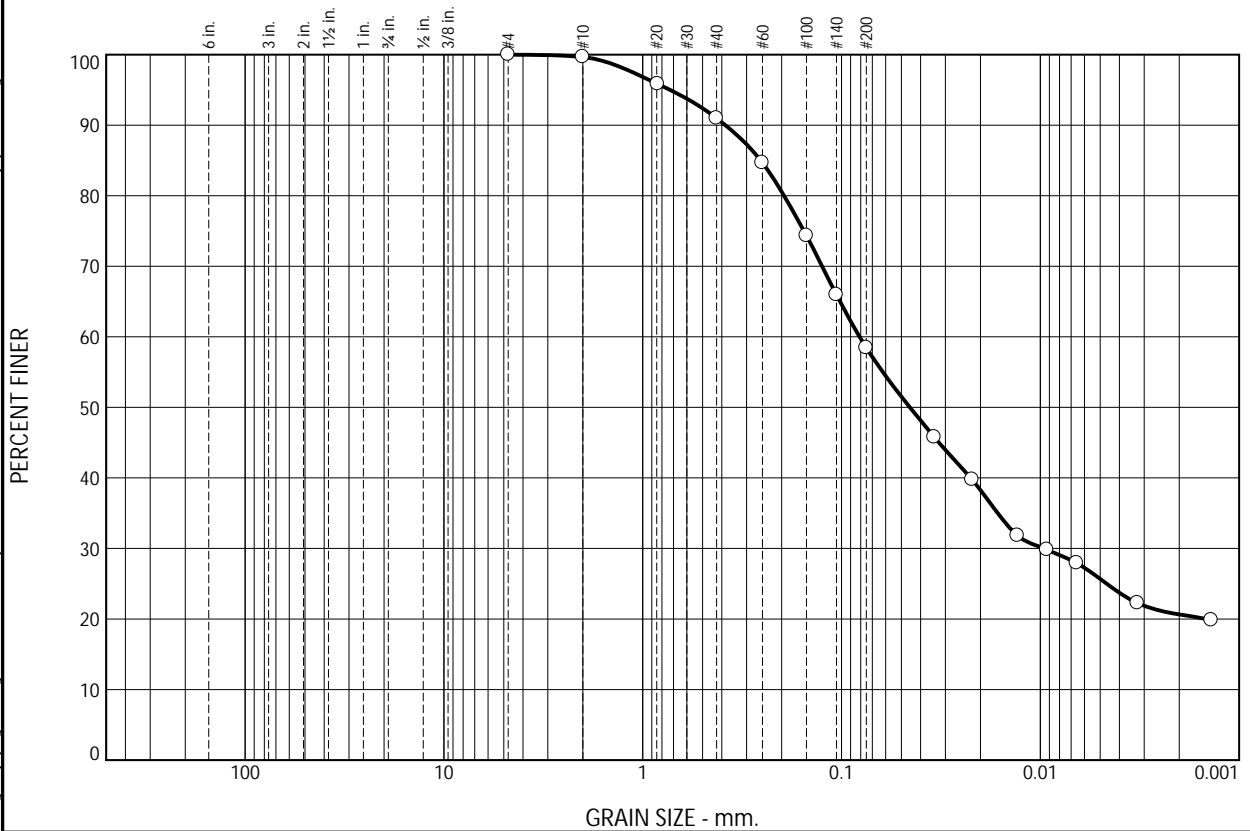
Project No.: P18139

Figure

Tested By: AD

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	8.7	32.6	32.7	25.7

SIEVE SIZE OR DIAMETER	PERCENT FINER	SPEC. * PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.7		
#20	95.8		
#40	91.0		
#60	84.7		
#100	74.3		
#140	66.0		
#200	58.4		
0.0341 mm.	45.8		
0.0220 mm.	39.8		
0.0130 mm.	31.8		
0.0093 mm.	29.8		
0.0066 mm.	27.9		
0.0032 mm.	22.3		
0.0014 mm.	19.8		

* (no specification provided)

Location: PA 2951 TB8 8-15
Sample Number: PA 2951 TB8 8-15

Date:

HILLIS-CARNES ENGINEERING ASSOCIATES

Client: Uzman Engineering
Project: Uzman Engineering

Philadelphia, Pennsylvania

Project No: P18139

Figure

Soil Description

Brown sandy silt

Atterberg Limits

PL= NP

LL= 35

PI= NP

Coefficients

D₉₀= 0.3842

D₈₅= 0.2551

D₆₀= 0.0812

D₅₀= 0.0453

D₃₀= 0.0095

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

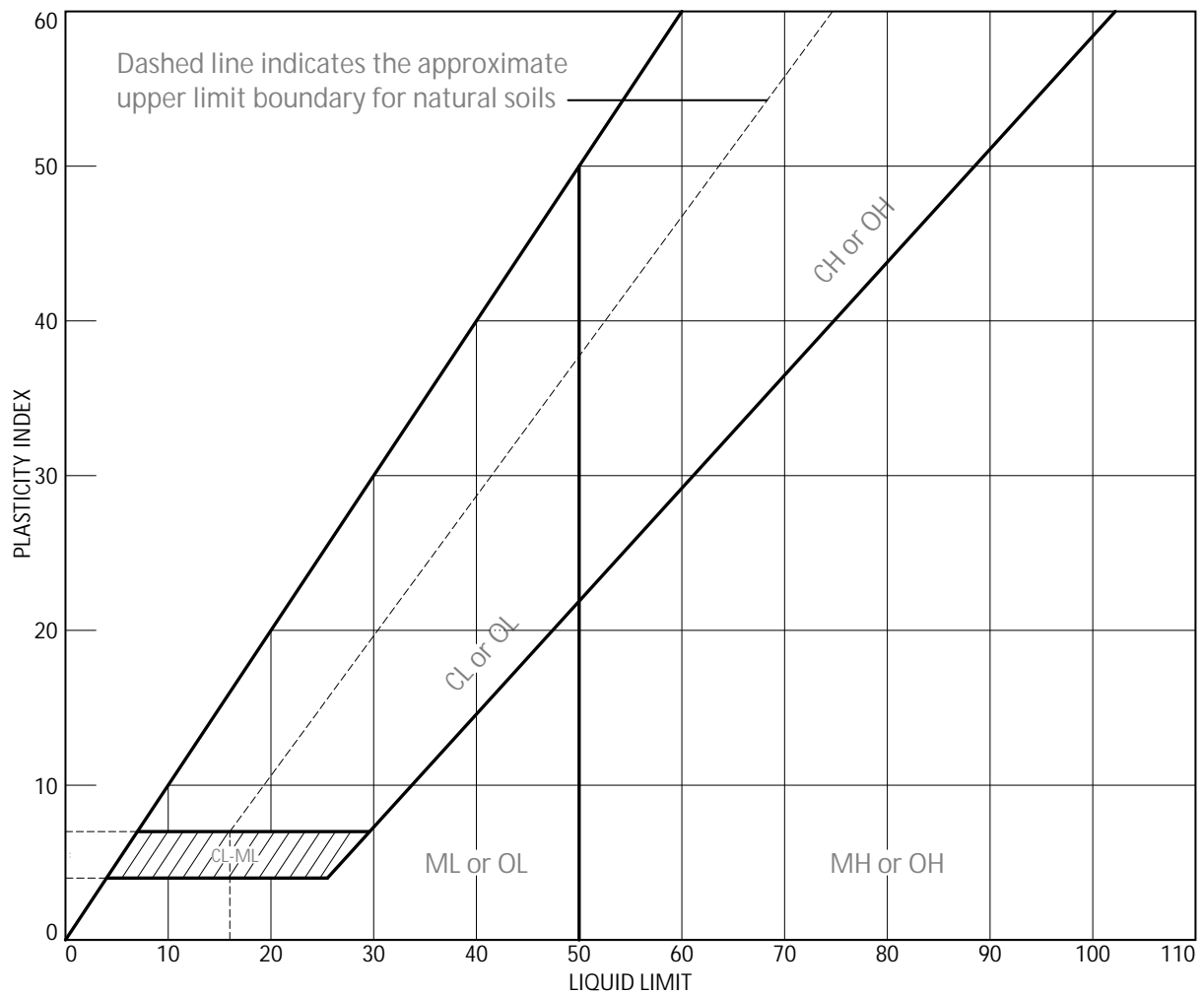
Remarks

Natural Moisture = 28.1%

Tested By: AD

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●		PA 2951 TB8 8-15		28.1	NP	35	NP	ML

HILLIS-CARNES ENGINEERING ASSOCIATES

Philadelphia, Pennsylvania

Client: Uzman Engineering
Project: Uzman Engineering

Project No.: P18139

Figure

Tested By: AD

WEST WHITELAND TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 473

AN ORDINANCE OF THE TOWNSHIP OF WEST WHITELAND, CHESTER COUNTY, PENNSYLVANIA, ADOPTING A NEW CHAPTER 65 OF THE WEST WHITELAND TOWNSHIP CODE, TITLED, "RESPONSIBLE CONTRACTOR REQUIREMENTS" TO ESTABLISH MINIMUM REQUIREMENTS FOR CONTRACTORS WHO PERFORM CONSTRUCTION WORK ON ANY PUBLIC BUILDING WHERE THE CONTRACT AMOUNT EXCEEDS TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) FOR CONTRACTS THAT REQUIRE PUBLIC BIDS.

WHEREAS, the Board of Supervisors of West Whiteland Township desires to adopt certain provisions to ensure that contractors and subcontractors that perform construction work on public buildings where the contract amount is expected to exceed Two Hundred Fifty Thousand Dollars (\$250,000.000) meet certain minimum requirements to ensure that they have the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform the contract in a timely, reliable and cost-effective manner; and

WHEREAS, the Board finds that such provisions shall serve the best interest of the citizens of West Whiteland Township, by requiring that all bidders for construction work on public buildings that require public bids shall possess the highest qualifications necessary to perform these contracts; and

WHEREAS, the Township is required, pursuant to Section 3012(a) of the Pennsylvania Second Class Township Code (the "Code"), 53 P.S. § 68102(a), to publicly bid all contracts for the 2023 year in excess of \$22,500.00, as that amount is adjusted pursuant to the procedures in Section 3102(b.1) of the Code, to the lowest "responsible" bidder, and the Township deems "responsible" bidders to possess all of the qualifications, expertise, personnel and resources set forth under the regulations adopted in this Ordinance; and

WHEREAS, pursuant to Section 3107 of the Code, the Township is required to prepare separate specifications and enter separate contracts for construction, plumbing, heating, ventilating and electrical work for erection or alteration of any public building when the entire cost of the contract exceeds the advertisement requirement price established by Section 3102 of the Code; and

WHEREAS, the requirements of this Ordinance shall apply to all prime contracts necessary for the construction of a public building when the entire cost of the work exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00).

NOW, THEREFORE, BE IT ORDAINED AND ENACTED and it is hereby ordained and enacted as follows:

SECTION 1. A new Chapter 65 of the West Whiteland Code shall be adopted and provide as follows:

**“CHAPTER 65
RESPONSIBLE CONTRACTOR REQUIREMENTS**

§ 65-1. Purpose.

- A. The Township of West Whiteland (hereinafter the “Township”) recognizes that there is a need to ensure that all construction work on public buildings is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform the contracts in a timely, reliable and cost-effective manner.
- B. To effectuate the purpose of selecting responsible contractors for contracts for construction work on public buildings and to protect the Township’s investments in such contracts, prospective contractors and sub-contractors should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, expertise, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity.
- C. Further, due to the critical impact that skilled construction craft labor has on contracts for construction work on public buildings, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors and subcontractors to participate in established, formal apprenticeship training programs as a condition of bidding, for the purpose of both promoting successful project delivery and ensuring future workforce development and availability. It is important that skilled workers performing construction projects for the Township have proper safety training. The Township also recognizes that it is beneficial to the local community to ensure that firms receiving contracts for construction work on public buildings provide adequate wages and benefits to their employees and utilize fair business, employment and training practices that have a positive impact on local communities affected by such contracts.
- D. Therefore, the Township shall require compliance with the provisions of this Ordinance by contractors seeking to enter contracts for construction work on public buildings as specified herein. The requirements of this Ordinance are intended to supplement, not replace, existing contractor qualifications and

performance standards or criteria currently required by law, public policy or contracting documents.

§65-2. Responsible Contractor Requirements.

- A. All contractors and subcontractors that perform construction, plumbing, heating, ventilating and electrical work for the erection or alteration of any public building when the entire cost of the work exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00). The requirements of this Ordinance shall not apply to any contracts which do not require public bidding based on the exemptions in Section 3102 of the Code.
 - (1) All individuals and entities engaged in contracts covered by this Ordinance shall be qualified, responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Individuals and entities bidding on contracts specified in this Ordinance shall also be required to have a satisfactory past performance record, including a positive safety record and a satisfactory record of law compliance, integrity and business ethics.
 - (2) If after two attempts by the Township to award a contract to a responsible bidder, as defined in this Ordinance, no bidder is determined to meet the requirements of this Ordinance, the Township may waive the provisions of this Ordinance when attempting to bid the project.

§ 65-3. Contractor Responsibility Certification.

- A. As a condition of performing construction, plumbing, heating, ventilating and electrical work for the erection or alteration of any public building subject to this Ordinance, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits its bid for a contract.
- B. The Contractor Responsibility Certification shall be completed on a form provided by the Township and shall reference the project for which a bid is being submitted by name and contract or project number.
- C. In the Contractor Responsibility Certification, the construction manager, general contractor or other lead or prime contractor (hereinafter the "Firm") shall confirm

the following facts regarding its past performance, safety performance and work history and its current qualifications and performance capabilities:

- (1) The Firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including but not limited to, licenses, registrations or certificates required to (a) do business in the designated local; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations, or certificates for any type of trade work or specialty work which the firm proposes to self-perform.
- (2) The Firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.
- (3) The Firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.
- (4) The Firm has not defaulted on any project in the past three (3) years.
- (5) The Firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years.
- (6) The Firm has not been cited for a violation of federal, state or local safety laws in the past three (3) years.
- (7) The Firm and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten years.
- (8) The Firm has not within the past three years been found in violation of any law applicable to its contracting business, including but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.
- (9) The Firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable federal, state, or local wage laws.

- (10) The Firm will ensure that all craft labor it employs will have completed, minimally, the OSHA 10-hour safety training course established by the U.S. Department of Labor. If the firm is a prime contractor, it shall ensure that at least one person on the project has completed the OSHA 30-hour construction safety training course established by the U.S. Department of Labor.
- (11) The Firm participates in an apprenticeship program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project.
 - (a) For purposes of this section an apprenticeship program must be currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for a least three (3) of the past five (5) years, or every year since the Firm's establishment
 - (b) If a Firm is identified as the lowest responsible bidder or otherwise selected as the prospective awardee or as a subcontractor of an awardee, it shall provide appropriate documentation, as determined by the Township, to verify it meets the requirements of this section for each trade or classification of craft workers it will employee on the project. This verification shall be provided prior to performance of work by the Firm.
- (12) The Firm has all other technical qualifications and resources, including equipment, personnel, and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible subcontractors.
- (13) The Firm will maintain all qualifications, resources and capabilities referenced in this certification throughout the duration of the construction project.
- (14) The Firm shall notify the Township within seven (7) calendar days of any material changes to all matters attested to in this Contractor Responsibility Certification.
- (15) The Firm must ensure that the Contractor Responsibility Certification required by this section shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that the information submitted is true, complete and accurate.

- D. Execution by the Firm of the Contractor Responsibility Certification required by this section shall not establish a presumption of contractor responsibility and the Township may require any additional information it deems necessary to evaluate a Firm's status as a responsible contractor, including technical qualifications, financial capacity or other resources and performance capabilities. The Township may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.
- E. The submitting Firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor list and required subcontractor information as specified in Section 65-5 of this Ordinance.
- F. If the submitting Firm has ever operated under another name, or controls, is controlled by, another company or business entity or in the past five (5) years controlled or was controlled by another company or business entity, whether as a party company, subsidiary or in any other business relation, it shall attach a separate statement to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.
- G. If a Firm fails to provide a Contractor Responsibility Certification required by this section, it shall be disqualified from bidding. No action of any nature shall lie against the Township because of its refusal to accept a bid for failing to provide information required by this section.

§ 65-4. Notice of intent to award contract.

- A. After it has received bids for a construction project on a public building which is covered by the terms of this Ordinance, the Township shall issue a Notice of Intent to Award Contract to the Firm offering the lowest responsible bid.
- B. Such Notice shall be issued in accordance with the schedule established in the bid specifications and shall stipulate that the contract award will be conditioned on the issuance of a written Contractor Responsibility Determination, as required by Section 65-6 of this Ordinance.

§ 65-5. Subcontractor lists and responsibility certifications.

- A. Within seven (7) calendar days from the date of the Notice of Intent to Award Contract, a prospective awardee shall submit to the Township a subcontractor list

containing the names of subcontractors that will be used for the referenced project, their addresses, and a description of the work each listed subcontractor will perform on the project.

- B. At the time a prospective awardee submits the subcontractor list it shall also submit to the Township Subcontractor Responsibility Certifications for all listed subcontractors. Subcontractor Responsibility Certifications shall be executed by the respective subcontractors on forms prepared by the Township and shall contain the same information as representations required in Contractor Responsibility Certifications, including verification of apprenticeship qualifications as required by Section 65-3.C(11), for each trade or classification of craft workers it will employ on the project.
- C. Subcontractor Responsibility Certifications shall be executed by persons having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

§ 65-6. Contractor Responsibility Review and Determination.

- A. After a Notice of Intent to Award Contract has been issued, the Township shall undertake a timely review process to determine whether the prospective awardee is a qualified, responsible contractor in accordance with the requirements of this Ordinance and other applicable laws and regulations and has the resources and capabilities to successfully perform the contract.
- B. As part of this review process, the Township shall ensure that the Contractor Responsibility Certification, the Subcontractor List and the Subcontractor Responsibility Certification(s) as required by this Ordinance, have been submitted and properly executed.
- C. The Township may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the Township may seek relevant information from the Firm, its prior clients or customers, its subcontractors or any other relevant source.
- D. If, at the conclusion of its internal review, the Township determines that all responsibility certifications have been properly completed and executed and if it concludes that the qualifications, background and responsibility of the prospective awardee and the firms on its subcontractor list are satisfactory, it shall issue, as part of the Notice of Award, a written Contractor Responsibility

Determination verifying that the prospective awardee is a qualified, responsible contractor. In the event a Firm is determined to be non-responsible, the Township shall advise the Firm of its finding in writing and proceed to conduct a responsibility review of the next lowest, responsible bidder or, if necessary, re-bid the project. Prior to the awarding of a contract the Township must follow the procedures as set by applicable state and federal laws.

- E. A written Contractor Responsibility Determination may be revoked or revised in any manner at any time if the Township obtains relevant information warranting such action. The Township shall send written notice to the contractor if it revokes or revised the Contractor Responsibility Determination.
- F. The Contractor Responsibility Certification for a Firm identified in a Notice of Intent to Award Contract, Subcontractor Lists, and Subcontractor Responsibility Certifications, similar to other bid documents, shall be made available to the public consistent with the Pennsylvania Right to Know Law.
- G. If the Township determines that a Contractor or Subcontractor Responsibility Certification contains false or misleading material information that was provided knowingly or with reckless disregard for the truth or omits material information knowingly or with reckless disregard of the truth, the Firm for which the certification was submitted shall be prohibited from performing work for the Township for a period of three (3) years and shall be subject to any other penalties and sanctions, including contract termination, available to the Township under law. A contract terminated under these circumstances shall further entitle the Township to withhold payment of any monies due to the Firm as damages.
- H. A procurement contract subject to this Ordinance shall not be executed until all requirements of this Ordinance have been fulfilled.

§ 65-7. Subcontractor Responsibility Review Requirements.

- A. A construction manager, general contractor, or other lead or prime contractor shall not be permitted to use a subcontractor on any work performed for the Township unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of this Section 65-6.
- B. A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from the Township and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.
- C. In the event that the Township determines that a prospective subcontractor listed by the apparent low bidder does not meet the responsibility standards of this

section, it may, after informing the prospective awardee, exercise one of the following options:

- (1) Permit the awardee to substitute a qualified, responsible, subcontractor in accordance with the requirement of this section;
- (2) Require the awardee to self-perform the work in question if the Firm has the required experience, licenses and other qualifications to perform the work in question; or
- (3) Disqualify the prospective awardee.

D. In the event that a subcontractor is disqualified under this section, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of contractual claim against the Township on the basis of a subcontractor disqualification.

§ 65-8. Emergencies.

Should the West Whiteland Board of Supervisors determine that emergency circumstances exist that render the requirements and procedures set forth in this Ordinance unduly burdensome, then in that event the Township may award a procurement contract without application of the terms of this Ordinance."

SECTION 2. SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Board of Supervisors of West Whiteland Township that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included therein.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective in five days as by law enacted.

ENACTED AND ORDAINED THIS 8th DAY OF MARCH, 2023.

**BOARD OF SUPERVISORS
WEST WHITELAND TOWNSHIP**

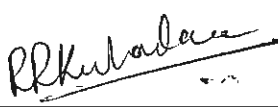


Pam Gural-Bear, Secretary


BY: _____



Brian Dunn, Chair



Rajesh Kumbhardare, Vice-Chair



Theresa Santalucia, Supervisor