

Project Manual

Volume 1 – Divisions 00 - 01



Prepared for:

West Chester Area School District

782 Springdale Drive
Exton, PA 19341

Project:

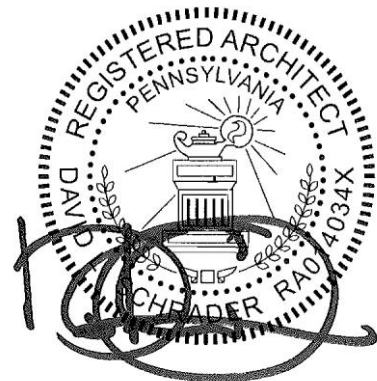
**Hillsdale Elementary School
Additions & Renovations**

725 West Chester market Street
West Chester, PA

Prepared by:

SCHRADERGROUP

555 E. North Lane, Suite 5100, Building D
Conshohocken, Pennsylvania 19428



GC REBID Bid Documents:

December 3, 2024

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SECTION 00 1113 ADVERTISEMENT - FOR GC CONTRACT REBID

NOTICE TO GENERAL CONSTRUCTION BIDDERS

The West Chester Area School District, Chester County, Pennsylvania, solicits sealed bids for the Hillsdale Elementary School in West Chester, PA for Contract No. GC-1R – General Construction.

Sealed bids for West Chester Area School District, Hillsdale Elementary School – Additions & Renovations Project within the West Chester Area School District, Chester County, Pennsylvania, will be received online via the PennBid Program (www.pennbid.net) by West Chester School District until 11:00 AM prevailing time on Friday, January 3, 2025, at which time they will be publicly opened and read aloud at the Facilities and Operations Building, located at 1181 McDermott Dr, West Chester, PA 19380.

Sealed bids shall be accompanied by a certified check or bid bond in the amount of ten percent (10) of the amount of the bid, made payable to the West Chester Area School District. Checks or bonds will be returned to unsuccessful bidders after the contract has been awarded, or the bids rejected. The successful bidder's check or bond will be returned when his contract has been properly completed. In case the successful bidder fails to enter into contract within ten (10) days after notification of acceptance of bid, said check or bond shall be forfeited to the School District. All bids must be accompanied by Non-Collusion Affidavit, Contractor's Qualification Statement, and Bid Security in accordance with the Bid Documents. Bids must remain in force for sixty (60) days after the date of the bid opening and may be rejected any time prior to the expiration of said date.

The successful bidder will be required to furnish a Performance and Payment Bonds in amounts equal to 100% of the contract price. Surety shall be satisfactory to the School District and shall be included in the contractor's bid amount.

All Bidding documents are available online at no cost at PennBid (www.pennbid.net) and will become available starting Tuesday December 3, 2024, after 10:00 AM via PennBid.

All questions will be received through the PennBid solicitation until Tuesday, December 17, 2024, at 12:00 Noon.

There will be a Mandatory Pre-Bid Meeting held on Wednesday, December 4, 2024, at 4:30 PM at the Hillsdale Elementary School, 725 W Market Street, West Chester, PA 19382. Contractors should not enter the building prior to scheduled meeting time.

Recommendation for Award of Bids will be made to the School Directors at a School Board Meeting. The School Board reserves the right to accept or reject any or all Bids, and to make or not make awards in the best interest of the West Chester Area School District.

Ms. Linda Cherashore
Board Secretary

END OF DOCUMENT

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

SEE AIA A701, INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

END OF DOCUMENT

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DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Hillsdale Elementary School Additions and Renovations»
«725 W Market Street
West Chester, PA 19382

THE OWNER:

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

«West Chester Area School District»«»
«782 Springdale Drive
Exton, PA 19341»

THE ARCHITECT:

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

«Schrader Group Architecture LLC
555 E. North Lane
Suite 5100, Building D
Conshohocken, PA 19428
«Telephone Number: (215) 482-7440»
«Fax Number: (215) 482-7441»

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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.

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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. Firm-Bid period is defined as the amount of time that the Bidder guarantees to hold his Bid or forfeit their Bid Bond. The firm-bid period starts with the opening of the Bid and ends when one of the following occurs:

- a. Owner rejects bids,
- b. An Agreement is executed, or
- c. Time period, and extensions of time periods, described in Subparagraph 6.2 expire.

§ 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. The words Bid(s) and Proposal(s) have the same meaning when used in the Invitation to Bid and Instructions to Bidders.

§ 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.

§ 1.10 Timely Manner: Timely Manner shall mean within the time limits defined in the Bidding or Contract Documents, or in the absence thereof, within the days or by the date directed by the Owner in writing. As time is of the essence to this Project, failure to submit, perform, or complete a task in a timely manner may be sufficient reason for the Owner (at his sole discretion) to declare a Bidder as non-responsive, or declare that a Contractor is in breach of Contract. Unless specifically stated otherwise, the term day(s) shall refer to calendar day(s).

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.

§ 2.1.1 The Bidder is required to examine carefully in detail the character of the Site of the Project, the Contract Documents and all other matters pertinent to the Work contemplated. By submitting a Bid, the Bidder indicates that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of Work to be done and materials as to be furnished, and the requirements of the Contract Documents. No allowance or concession will be made for the lack of such information on the part of the Contractor.

.1 Bidder shall ascertain all governmental and utility requirements with respect to wage scales and rates, trench and structure excavations, tunnel construction, blasting equipment, materials, labor, safety and sanitation and shall base his bid prices on full compliance therewith.

§ 2.1.2 Each Bidder, prior to submission of a proposal, shall have satisfied himself that the necessary labor and equipment can be secured and that the materials he proposes to use will comply with the requirements and can be obtained by him in the quantities and at the time required. He shall familiarize himself with labor conditions which may affect or influence the performance of the Work.

§ 2.1.3 The failure or omission of any Bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with existing conditions, shall in no way relieve any Bidder from obligation with respect to his Bid. By submitting a Bid, the Bidder agrees and warrants that he has examined the site and the Specifications and Drawings, and, where Specifications require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate and the required result can be produced under the Specifications and Drawings. The Drawings and Specifications are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Should any work be required which is not denoted in the Specifications or on the Drawings because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such work shall be performed as fully as if it were described and delineated. Should any Bidder find discrepancies, duplications or omissions in the documents or have doubt as to the meaning expressed by the documents, he shall make inquiry at once, in writing to the Owner.

§ 2.1.4 Review Meeting: Upon receipt and opening of the bids, the apparent low Bidder for each contract may be required to attend a separate review meeting; at a time and location designated by the Owner to review the Project.

§ 2.1.5 Bidder's Qualifications – Bidders are required to meet the following minimum requirements in order to bid this Project:

- .1 Bidder must have a minimum of three (3) years' experience in public school construction.
- .2 Bidder shall not have any school project within the last 3 years that was completed more than three months beyond the contract required Substantial Completion Date, or remains incomplete more than three months beyond the contract required Substantial Completion Date.
- .3 Bidder must have completed a project of at least 75% of the value bid for this project.
- .4 Bidder must not have been terminated from a previous project for any reason.

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. NO REFUNDS WILL BE GIVEN FOR ANY PURCHASED DOCUMENTS. Bidding Documents can be obtained at no cost on PennBid at <https://pennbid.bonfirehub.com/>. The contractor bidding the solicitation agrees to PennBid's Terms and Conditions and understands unless awarded a contract under this submission there are no fees. There are also no fees associated with bidding the project for awards less than \$23,200. If awarded a contract under this solicitation greater than \$23,200, the contractor agrees to pay the PennBid award fee of 1/3 of % (.0033) of the contract value for Fixed Fee Contracts or 1/16th of 1% (.00166) of the contract value for Term Contracts plus tax. Minimum award fee is \$1.00. All fees are capped. Contractor acknowledges acceptance of the PennBid agreement as part of their registration and use of the Program.

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

« »Refer to Specification Section 00 1113 – Advertisement for Bids.

~~§ 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 via the "Ask a Question" feature in PennBid and shall be received by the Architect at least seven days prior to the date for receipt of Bids. Bids, or in accordance with the last date for questions stipulated in the Contract Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« »All questions or requests for clarification must be submitted in writing via the "Ask a Question" feature in PennBid.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Addenda will only be issued via the PennBid portal. Bidders who have registered with and downloaded documents from PennBid will be notified by email when an addendum has been posted. 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.

§ 3.3.1.1 Bidders are responsible for providing bids based upon named manufacturers, model numbers, system descriptions and basis of design materials named in the Contract Documents. Substitutions will only be accepted after review and approval by the Owner and Architect/Engineer.

§ 3.3.1.2 After award of contract, if a substitution request is submitted for consideration, the Prime Contractor shall be responsible for coordinating that substitution request with each of the other Prime Contractors verifying that the substitution request will have no impact on the other Prime Contractors' scopes of work. The Prime Contractor shall be responsible for verifying what impact the substitution request will have on the contract time and sum. The Prime Contractor shall be responsible for the Architect/Engineer's and Owner's costs for the following, but not limited to redesign, updating permits, coordination with the Owner's vendors, personnel or separate contracts.

§ 3.3.1.3 Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

§ 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. Refer to Specification section 01 60 00.

§ 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.

§ 3.3.6 The Bidder shall comply with the Procedures of Section 01 60 00 for submitting requests for substitutions prior to receipt of Bids.

§ 3.3.7 Where proprietary items are specified for a material in this Project, Bidders will not be permitted to bid alternative manufacturers. Such proprietary items will be marked with "No Alternates Accepted".

§ 3.4 Addenda

§ 3.4.1 Addenda will be posted on PennBid and transmitted by email via a Public Notice to Bidders who have registered with and downloaded documents from the PennBid portal. ~~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 posted on PennBid.

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

§ 3.4.3 Addenda will be issued via a Public Notice on PennBid 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~~ on the Bid Form. Failure to acknowledge addenda shall not release Bidder from the obligation of his proposal.

§ 3.4.5 Addenda will only be issued via the PennBid portal. The Architect/Engineer does not assume any responsibility for issuing addenda to Bidders who obtained the addenda from any other source. ~~purchasing additional drawings and specifications beyond the first set. Addenda will only be sent only to those who are official planholders.~~ Bidders who have registered with and downloaded documents from PennBid will be notified by email when an addendum has been posted.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted electronically in PennBid ~~on~~ in the forms format included with ~~or identified in the Bidding Documents.~~ Documents, via PennBid.

§ 4.1.2 All blanks on the bid form shall be legibly executed and uploaded to the appropriated designated areas. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein. ~~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.)

« »Every bid for each contract for which bids are invited by the Invitation for Bids must be accompanied by Bid Security in the amount of 10% of the base bid. Bid Security shall be in the form of a certified bank cashier’s or certified treasurer’s check payable to the Owner, or a Bid Bond in the form included in these Contract Documents naming the Owner as Obligee.

§ 4.2.1.1 The Owner may declare the Bid Security forfeited to the Owner as liquidated damages if, after Notice of Intent to Award and within the firm bid period, the Bidder, as the apparent lowest responsible Bidder, fails to:

- a) Deliver to the Owner within 10 days the completed Performance Bond and Payment Bond as required by these Contract Documents or,
- b) Deliver to the Owner within the prescribed time the properly executed counterparts of the construction agreement and all evidences of insurance as required by these Contract Documents.

§ 4.2.1.2 The Bid Security for the three (3) lowest responsible Bidders will be retained until the Owner executes the Agreement for the Prime Contract on which the Bidder submitted a Bid. The Bid Security of three (3) lowest responsible Bidders for each Contract will be returned unless forfeited as mentioned above when one of the following occurs:
An Agreement is executed by Owner.

- a) An Agreement is executed by the Owner.
- b) The rejection by the Owner of all Bids.
- c) The expiration of the firm bid period, unless extended by the Bidder in writing.

§ 4.2.1.3 Surety Bond is used for the Bid Security. It shall be written on the enclosed Bid Bond form only, and the Attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney. Surety Bonds in any other form will be rejected.

- .1 The Bid Bonds shall be obtained from a company having a minimum rating of “A-” or above in the **Best Key Rating Guide**, latest edition.
- .2 Failure to submit the enclosed Payment and Performance Bonds in the time frame stipulated may cause the Bidder’s Bid to be rejected and the Bid Security forfeited.

§ 4.2.1.4 Bidders are required to submit their requests to the Owner for the return of their bonds.

§ 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 « » 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.)

« » In accordance with the rest of this Section.

§ 4.3.2 Bids must be submitted electronically via PennBid at <https://pennbid.bonfirehub.com>. ~~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. ~~submission via the PennBid portal.~~

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

§ 4.3.6 Each Bidder shall furnish along with the Bid Form a statement from Surety certifying that Surety Company shall provide the Bidder with Performance Bond and Payment Bond, in the full amount (100%) of the awarded contract amount, should the Bidder be awarded the Work. The Agreement of Surety shall be dated, signed, and sealed by an authorized officer of the company. Surety shall be licensed to transact business in the Commonwealth of Pennsylvania and appear on the Treasury Department's most current list (Circular 570).

§ 4.3.7 BID INCLUSIONS: Each Bidder shall furnish along with the Bid Form the following documents completed in their entirety, signed and notarized at the time of bid:

- a) Bid Security
- b) Non-Collusion Affidavit
- c) Certification from Surety guaranteeing issuance of Performance Bond (in accordance with 7.1.1 of this Document)
- d) Certification from Surety guaranteeing issuance of Payment Bond (in accordance with 7.1.1 of this document)
- e) Contractor's Qualification Statement

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may withdraw, alter or otherwise modify the proposal within PennBid ~~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~~ 48 hours, 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 Security will be returned.

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. Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Base Bids and Alternates may be made available to Bidders at a later date.~~

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award ~~a Contract~~ all Contracts to the lowest responsive and responsible Bidder for each Separate Contract, 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.

§ 5.4 Lowest Responsive and Responsible Bidder

§ 5.4.1 The Contract, if awarded, will be awarded to the "lowest responsive and responsible Bidder" and in accordance with statute. The Owner shall have the right to determine which alternates, if any, shall be included in the final determination. The add or deduct amounts of any alternates selected by the Owner shall be included in a consistent manner in all bid tabulations.

§ 5.4.2 In the event two or more bids are equal, the Owner has the absolute discretion to award the Contract to either Bidder. The Owner reserves the right to award the Work in any manner deemed to his best interest, to accept any Bid, to reject any or all Bids, to accept or reject any or all alternates, and to waive informalities in Bids if it is in the Owner's best interest to do so. The Owner reserves the right to reject the Bid of any Bidder who in the judgment of the Owner is not in position to perform the Contract.

§ 5.4.3 The Bids are to include all labor, materials, accessories, equipment, incidentals, supervision and all other costs of any nature as shown, specified, indicated, and required to complete the Project, as well as alternate bid items as may be requested for full and total completion of the Work. These prices are important and must be carefully stated when Bids are submitted on the bid forms such as included in these Specifications.

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.~~

§ 6.1.1 In determining the lowest responsible Bidder, the Owner will consider the Bidder's integrity, efficiency, financial responsibility, experience, and ability to successfully, fully and promptly complete the Project. Each Bidder is required to submit a current Contractor's Qualification Statement (AIA Document A305), and the additional qualifying information requested in this document for the purpose of such qualification process. The Bidder's qualifications shall be submitted with the bid or prior thereto.

§ 6.1.2 The Owner may make such investigation as is deemed necessary to determine the ability of the Bidder to perform the Work according to the requirements of the Contract Documents. The Owner reserves the right to reject any Bid if the evidence submitted by, or as a result of investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract. Conditional or provisional bids will not be accepted.

§ 6.1.3 Minimum qualifications for bidding this Project include those listed in subparagraph 2.1.5.

§ 6.1.4 Provide information required under Specification Section 00 3500 – Certification of Contractor's Qualifications.

§ 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.~~

§ 6.2 Contract Award Procedure, Submission of Bonds, and Execution of Agreement

§ 6.2.1 ANTICIPATED SCHEDULE: The following is the anticipated time schedule for the execution of the agreements: Bids Received: On the date stated in the Invitation to Bid. Notice of Intent to Award: Within 30 days after bid receipt. Submit Insurance certificates, bonds, agreements executed and returned within 10 days after notice of Intent to Award. Notice to Proceed: Within 10 days of returning executed agreements with bonds and insurances. Begin Construction: Within 10 days of Notice to Proceed. Complete Construction: By the Date Stated in Specification Section 01 1100 – Summary of the Work.

§ 6.2.2 Contractors are to expedite the signature of all agreements and the satisfactory provisions of all Bonds and Insurances to meet this schedule. Time is of the essence in this project. If the Owner is unable to meet the above schedule for whatever reason, then the following procedures will apply:

.1 The Owner may, at any time during the **75 day** firm-bid period, unless extended as provided by law following the opening of Bids, give Notice of Intent to Award any Contract to the Bidder designated by the Owner as the apparently lowest responsible Bidder for such contract. The Bidder so designated shall furnish to the Owner (by delivery to the Architect/Engineer unless the Owner's Notice of Intent to Award designated a different place of delivery) within 10 days after the date of the Notice of Intent to Award a properly executed Performance Bond and Payment Bond in the respective forms set forth in these Contract Documents.

.2 If the Bidder fails to deliver such Bonds within 10 days the Owner may declare the Bidder's Bid Security forfeited and issue a Notice of Intent to Award to the next lowest responsible Bidder.

.3 The Owner may, in its sole discretion, award the Contract to said Bidder following receipt of said properly executed Bonds, at any time before the expiration of the aforesaid firm-bid period.

§ 6.2.3 Neither the designation of an apparently lowest responsible Bidder, the Notice of Intent to Award given to the Bidder so designated shall operate to release the next two lowest Bidders from their Bid for such contract. Each such other Bidder (unless earlier released from his Bid by specific action of the Owner) shall remain bound by his Bid until either (i) the Owner has actually executed the construction Agreement with another Bidder or, (ii) the firm-bid period has expired without the Owner having, prior to such expiration, given notice of intent to award such Contract to him.

§ 6.2.4 If Notice of Intent to Award the Contract is given to any Bidder (whether said Bidder be the Bidder first designated as the apparently lowest responsible Bidder or a Bidder subsequently so designated) within firm-bid period, the Bid of said Bidder shall remain subject to acceptance by the Owner (and said Bidder's Bid Security shall remain subject to forfeiture) notwithstanding the subsequent expiration of said firm-bid period.

§ 6.2.5 Extensions of the firm bid period for the lowest responsible Bidder may be made by the mutual written consent of the Owner and lowest responsible Bidder.

§ 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.

§ 6.4 Certificates of Insurance

§ 6.4.1 Insurance certificates shall be submitted in the amounts listed in the Owner and Contractor Agreement, and in a form acceptable to the Owner in a timely manner.

§ 6.4.2 The Contractor's Insurance carrier shall have a financial rating of A-, or better. Submit evidence from an independent source such as A.M. Best of the insurance carriers rating in a timely manner.

§ 6.4.3 Failure to submit insurance certificates, or evidence of the insurance carrier's rating, in a timely manner may be sufficient reason for the Owner to declare the Bidder non-responsive and award the Contract to the next lowest responsible Bidder.

§ 6.4.4 Failure of the insurance carrier to meet the financial rating specified above may be sufficient reason for the Owner to declare the Bidder non-responsive and award the Contract to the next lowest responsible Bidder.

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.

§ 7.2.5 Performance and Payment Bonds: A Bidder who is designated by the Owner as an apparent lowest responsible Bidder shall, in the manner and within the time specified in Article 6, Paragraph 6.2, deliver to the Owner a properly executed Performance Bond and Payment Bond.

§ 7.2.6 Performance and Payment Bonds for the project shall be written on the forms bound within the Specifications, no other forms of bonds will be acceptable. The use of AIA Document A312, Performance Bond; Labor and Material Payment Bond **will not** be permitted. Each such Bond shall be executed by a surety company legally authorized to do business in the Commonwealth of Pennsylvania. The Bidder shall pay all premiums in respect of such Bonds. The date of the Agreement of the Bond form shall be left blank and will be filled in when the Owner executes the Agreement. The Performance and Payment bonds 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 part of a shared pool with other projects.

§ 7.2.7 Performance and Labor and Material Payment Bonds: The Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the Contract price, before the award of the Contract. (Sections 756 and 757 of the Public School Code of 1949 as amended, and the Public Works Contractors Bond Law of 1967).

§ 7.2.8 The surety company executing any such Bond must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most-currently revised, and the amount of the Bond must not exceed the underwriting risk for such surety set forth in said Circular or revision thereof.

§ 7.2.9 If the Owner terminates the Contract with the Contractor and it is determined that the Contractor has forfeited the Performance Bond, the Owner **will not approve** the bonding company's use of the terminated contractor to complete the Project.

§ 7.2.10 The obligations of the Contractor and surety under the Performance Bond and the Payment Bond will include a one (1) year correction period obligation from the Approval of Final Certificate of Payment as contained in Subparagraph 18.2 of the Owner and Contractor Agreement.

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.)

<< >> See Specifications Section 00 6113.13 – Performance Bond Form, Section 00 6113.16 – Payment Bond Form, AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor Article 8, Subparagraph 8.5, and AIA Document A201™–2017, General Conditions of the Contract for Construction Article 11.

- 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.)

<< >> N/A

- 5 Drawings

Number	Title	Date
CS.1 through FP102.2		

- 6 Specifications

Section	Title	Date	Pages
Volume 1, 2 and 3			

- 7 Addenda:

Number	Date	Pages
As Issued		

- 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.)

<< >> N/A

[<< >>] The Sustainability Plan:

Title	Date	Pages
N/A		

[<< >>] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

- 9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Examination of Site

§ 9.1.1 Each bidder shall visit the site of the proposed work and shall be responsible to observe and ascertain, to his satisfaction, all local conditions which may be encountered or affect the performance of the Work. The building/site will be available for inspection at the time of the Prebid and as arranged with the Owner. **Contact the West Chester Area School District Capital Programs Department at 484-266-1250 for additional site visits.** Site inspections shall be scheduled at the convenience of the Owner.





SECTION 00 3100 - AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders and made part of the Contract Documents, as follows:
- B. Geotechnical Report: Entitled "Report of Geotechnical Exploration", dated July 2, 2024. Refer to Specification Section 023000 SUBSURFACE INVESTIGATION.
 - 1. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
 - 2. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in the Contract Documents.
 - 3. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Price accruing to Owner.
- C. Stage Curtain Report: Visual Rigging Safety Inspection report dated August 7, 2024, prepared by Northeast Stage. Refer to Specification Section 116133.01 - Rigging Inspection Report.
- D. Hazardous Material Report: Entitled " Hazardous Material Investigation", dated October 25, 2023. Refer to Specification Section 024000 – Hazardous Materials Report.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 00 4100.01 - BID FORM - GENERAL CONSTRUCTION (RE-BID)

PROPOSAL NO. GC-1 - GENERAL CONSTRUCTION

Submitted By:

Bidder's Name

Bidder's Address

County

State

Bidder's Phone No.

Bidder's Fax No.

This proposal is submitted in response to your Invitation to Bid in which Proposals were requested to be submitted for the Project identified as:

**Hillsdale Elementary School
West Chester Area School District
Chester County, Pennsylvania**

BASE BID

Having carefully examined the Contract Documents together with all addenda thereto, all as prepared by **The West Chester Area School District** and being familiar with the various conditions affecting the Work, the undersigned herein agrees to furnish all materials, perform all labor, and do all else necessary to complete the Work in accordance with the Contract Documents for the Base Bid.

Base Bid - Item #1- Hillsdale Elementary School

(\$_____)

Dollars

(Base Bid Item #1 in words)

TOTAL LUMP SUM FOR THE BASE BID (\$_____).

Dollars

(Base Bid in Words)

Accompanying this proposal is the bid security in the form of

in the amount of (\$ _____)

Dollars.

(Security Amount in Words)

UNIT PRICES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Unit Prices as listed in Division 1 Section 12400, and as listed below:

The Owner reserves the right to accept or reject any and all Unit Prices stipulated on the Bid Form.

GC.1	Masonry Repointing	\$ _____ per square foot
GC.2	Brick Replacement	\$ _____ per square foot
GC.3	Repair Floor Slab	\$ _____ per square foot

QUANTITY ALLOWANCES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Quantity Allowances as listed in Division 1 Section 012400, and as listed below:

BIDDER agrees to include in the Base Bid Price, in addition to the Work shown on the Drawings and Specifications the following:

Quantity Allowance GC.1	Masonry Repointing	\$ _____ 2,500 square feet
Quantity Allowance GC.2	Brick Replacement	\$ _____ 2,500 square feet
Quantity Allowance GC.3	Repair Floor Slab	\$ _____ 26,330 square feet

ALTERNATES

Alternate No. 1 (GC-1): State the price to be added/deducted to the base bid lieu of Acoustical Wall Paneling in Gym and Cafeteria provide existing to remain. See Section 098433 - Sound Diffusing & Absorbing Wall Units

Add/Deduct: _____ Dollars(\$ _____)
(Please Circle "Add" or "Deduct")

Alternate No. 5 (GC-2): State the price to be added/deducted to the base bid lieu of VCT flooring in Gym (206) and Cafeteria (207) provide rubber flooring. See Specification Section 096519 - Resilient Tile Flooring and DWG. A900 Series documents.

Add/Deduct: _____ Dollars(\$ _____)
(Please Circle "Add" or "Deduct")

The undersigned proposes to complete the Work covered by this Proposal in such time and such manner and in cooperation with all others engaged on the Project, so that all Work will be fully completed by the date stated in Article 9 of the Supplementary Instructions to Bidders

PERFORMANCE OF WORK BY CONTRACTOR

The undersigned bidder agrees that if awarded this Contract; the Contractor's own work force shall perform at least ten percent (10%) of the construction work of this Contract.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED VIA

PENNBID: Failure to include these items may result in the Bid being declared unresponsive.

1. One (1) 10% Bid Security
2. One (1) Non-Collusion Affidavit
3. One (1) Agreement of Surety guaranteeing issuance of Performance & Payment Bonds
4. One (1) Contractor's Qualification Statement
5. One (1) Major Subcontractor's Identification (See Below)

MAJOR SUBCONTRACTORS

The undersigned submits this Proposal with the disclosure that the Bid furnished is based upon using the following Major Subcontractors. Bidder shall identify any subcontractor performing more than 25% of the contract amount for his Bid. Failure to identify a subcontractor performing more than 25% of the contract amount will be sufficient reason to declare a bid unresponsive and the bid may be treated as such.

Subcontractor A:

Company Name: _____

Company Address: _____

Subcontractor B:

Company Name: _____

Company Address: _____

Subcontractor C:

Company Name: _____

Company Address: _____

ADDENDA

The undersigned hereby acknowledges receipt of, and has included in this Proposal the Work covered by the following Addenda:

Addendum No.\ Dated

Addendum No.\ Dated

In submitting this Proposal, it is understood that the unrestricted right is reserved by the Owner to reject any and all proposals, or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of 60 days, or as provided by Pennsylvania law, from the opening thereof, except as permitted by law.

Should the Owner notify the undersigned of its intention to award a Contract to the undersigned based upon this Proposal the undersigned will furnish properly executed bonds and insurance certificates and will execute the proposed contract within the time and in the forms and amounts required by the Contract Documents, as defined in the Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Owner, this security accompanying this Proposal, not as a penalty, but as liquidated damages.

In submitting this proposal, it is understood the Contract Documents for this project, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of state and federal laws, including but not limited to, the latest amendments of the following:

Williams-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596;

Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;

Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations;

Regulatory Requirements - Those statutes, laws, and regulations identified in Section 014100 - Regulatory Requirements

The undersigned submits this Proposal with the understanding that he has carefully reviewed all items noted in the Instructions to Bidders and inspected the site prior to Submission of this Bid. Contractor's Qualification Statement & Major Subcontractor Qualification statements shall be submitted prior to submission of Bid or included with the Bid.

The undersigned hereby certifies that this proposal is genuine, and not sham or collusive, or made in the interest of or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

In witness whereof, the undersigned has caused this Proposal to be executed

this _____ day of _____, 20____.

INDIVIDUAL

WITNESS: _____(SEAL)

PARTNERSHIP

(Name of Partnership)

WITNESS:

Partner BY _____(SEAL)

Partner BY _____(SEAL)

Partner BY _____(SEAL)

Partner BY _____(SEAL)

CORPORATION

(Name of Corporation)

BY _____ (SEAL)
(Vice) President

Attest _____ (SEAL)
(Ass't) Secretary

Address

The Corporation has been organized and is existing under the laws of the State of _____

END OF DOCUMENT

DOCUMENT 00 4313 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS that we

_____, a
(Insert full and correct legal name of bidder.)

_____, of
(As appropriate, insert: "Individual trading as", "Partnership known as", or "Corporation
organized and

existing under the laws of the State of _____.)

(Insert complete address)
(the "Principal"),

and _____
a corporation organized and existing under the laws of the State of

(the "Surety"),

are held and firmly bound unto the **West Chester Area School District** as obligee (the
"Obligee"),
in the full and just sum of

_____ Dollars
(\$ _____),

lawful money of the United States of America, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WITNESSETH:

WHEREAS, the Principal is herewith submitting to the Obligee a certain bid or proposal,
attached hereto, dated as of

_____, 20____ (the "Proposal"),

to perform _____ (insert contract type) Construction work for the Obligee,
in connection with the construction of

HILLSDALE ELEMENTARY SCHOOL

pursuant to plans, specifications and other related documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by Schrader Group Architecture LLC, Conshohocken, PA.

NOW THEREFORE, the terms and conditions of this Bond are and shall be that:

(a) If the Proposal is rejected or, in the alternative;

(i) If the Obligee shall give notice to the Principal of intent to award the Contract for said construction in the form and manner provided for in the Contract Documents, receive from the Principal the Payment and Performance Bonds required by the Contract Documents; and

(ii) If the Obligee shall award said Contract to the Principal and the Principal shall, within the time and in the form and manner provided for in the Contract Documents, properly execute and deliver to the Obligee the required Contract Documents,

THEN, this Bond shall be void;

OTHERWISE this Bond shall be and shall remain in full force and effect.

The Surety for value received hereby stipulates and agrees that the obligations of said Surety and of this Bond shall in no way be impaired or affected by any extensions agreed to by the Principal of the time within which the Obligee may accept the Proposal and the Surety hereby waives all right to receive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be signed, sealed and

delivered as of the _____ day of _____, 20____.*

*Bid Bond should be dated same as the date of the related proposal.

EXECUTION by INDIVIDUAL (Principal):

Type or Print Name:

Witness: Trading As: _____

Sign: _____ (SEAL)

EXECUTION of PARTNERSHIP:

Type or Print Partnership Name:

Witness:

_____ BY: _____ (SEAL)
Partner

(Typed Name/Title)

_____ BY: _____ (SEAL)
Partner

(Typed Name/Title)

_____ BY: _____ (SEAL)
Partner

(Typed Name/Title)

_____ BY: _____ (SEAL)
Partner

(Typed Name/Title)

EXECUTION by CORPORATION:

Type or Print Corporate Name:

CORPORATE SEAL

Attest: By: _____ (Vice)President

(Typed Name)

(Assistant) Secretary

EXECUTION by SURETY:

Type or Print Surety Name: _____

Witness:

_____ BY: _____
Attorney-in-fact

CORPORATE SEAL

Appropriate power-of-attorney, dated date of Bond, evidencing authority of Attorney-in-fact to act for Surety must be attached.

Include separate information sheet indicating agent name, physical address, phone and facsimile number.

THE SURETY EXECUTING THIS BOND MUST BE LEGALLY AUTHORIZED TO DO BUSINESS IN THE COMMONWEALTH OF PENNSYLVANIA.

END OF DOCUMENT

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DOCUMENT 00 4513 - BIDDER'S QUALIFICATIONS

Provision of the information required by the Bidder's Proof of Competency Section is required.

The bidder is advised that failure to complete or misstating of items required by this section may be sufficient basis for disqualification of bidder and rejection of his bid. The Owner will investigate the low bidder's information for full disclosure before a contract is awarded.

Bidders are required to provide references, as follows, as well as execution of a Statement of Release of Liability of respondents to inquiries concerning the bidder from the School District or its representative.

A bidder's failure in the past to have timely completed the work of a project within the contract time may subject the bidder to disqualification and rejection of his bid. Bidders may not have any school project within the last three (3) years that was completed or remains incomplete more than three (3) months beyond contract required substantial completion date.

A bidder's failure in the past to have satisfactorily completed the work of a project in accordance with the construction contract documents may subject the bidder to disqualification and rejection of his bid.

A bidder who was awarded a construction contract which was terminated by the Owner for cause may be subject to disqualification and rejection of his bid.

A bidder who was awarded a construction contract and whose contract with the Owner was terminated by default of the bidder may be subject to disqualification and rejection of his bid.

A bidder on whose Performance Bond, provided for the benefit of Owner, a claim was made and paid or otherwise adjusted by Surety may be subject to disqualification and rejection of his bid.

A bidder who has not prior, satisfactory experience completing at least three (3) school construction projects in which they provided similar work may be subject to disqualification and rejection of his bid.

Where a bidder has been involved on a construction project on which a significant delay of 3 months or greater has existed between the contract date for substantial completion and the issuance of a Certificate of Substantial Completion for the bidder's work, the bidder may be subject to disqualification and rejection of his bid.

A bidder who has otherwise failed to fully comply with federal, state, or local statutes, ordinances, or regulations applicable to a Pennsylvania public school district construction project may be subject to disqualification and rejection of his bid.

A bidder who has filed for bankruptcy, or who has been involuntarily placed into bankruptcy by his creditors shall be subject to disqualification and rejection of his bid. This provision shall encompass predecessor corporation, partnerships, individuals or other entities and reach of the principals involved in the bidding corporation, partnership or other entity.

A bidder who has been convicted by any state or federal court of a crime relating to his prosecution of a public works project in any jurisdiction within the United States, may be subject to disqualification and rejection of his bid. This provision shall apply to the entity submitting the bid as well as each of the principals involved in the bidding corporation, partnership or other entity.

A bidder who has a significant history of insurance claims paid shall be subject to disqualification and rejection of his bid.

Bidders Responsibility: (AIA 305 Format Acceptable)

It is each bidder's responsibility to demonstrate his competency. Accordingly, as part of his bid, each bidder shall furnish to the Owner the following information and materials:

Three (3) project owner references, including names, addresses, telephone numbers and contact persons.

Six (6) project architect references, including their names, addresses, telephone numbers and contact persons.

A current audited financial statement (not a review statement) provided, however, that the Owner will respect a bidders' request that the audited financial statement need not be provided until, if ever, it is determined that the bidder is one of the three (3) apparent lowest responsible bidders, and will maintain the confidentiality of such information to the extent permitted by law.

A listing of work in progress or under contract stating the following:

- amount of original contract
- amount of change orders to date
- required substantial completion date
- estimated date of substantial completion
- percentage or work completed
- name, address, telephone number and contact person of the engineer and owner

A listing of all public school work completed or in progress during the last three (3) years stating the following:

- amount of original contract
- amount of change orders and percentage to total bid
- required substantial completion date
- estimated date of substantial completion
- date of final payment or percentage of work completed
- name, address, telephone number and contact person of the engineer and school district's superintendent

A statement of whether the bidder, whether as a principal or officer of any predecessor or current entity has defaulted or failed to complete a construction project within the previous six (6) calendar years, and, if so, including information as to:
the project
the project owner

the architect and construction manager
the circumstances of default
a listing of all claims made against bonds issued for the bidders performance, labor and material payment, or maintenance within the past six (6) years, identifying:
the project and project owner
the surety
the claimant

A listing of all claims made against the bidder's general liability insurance policies, and paid by bidder's insurance carriers resulting out of construction projects on which the bidder was awarded a contract within the past six (6) years, identifying:
the project and project owner
the type of insurance
the claimant

A listing of all arbitration proceedings or court proceedings completed or in progress during the last six (6) years involving the bidder's performance of any construction contract or warranty, identifying:
the parties to such arbitration or litigation
the arbitrator, court or forum of dispute
the case number or docket number of such dispute

A listing of the names, titles, and experience of officers, other principals or key individuals in bidder's organization.

By submission of any Bid, the bidder agrees that in the event its bid is rejected by the Owner for any reason and such rejection is contested by the bidder through the commencement of legal proceeding, whether in law or equity, the Owner shall be entitled to an award of reasonable attorneys fees and costs if the Owner's rejection of the bid is upheld, affirmed, or otherwise not set aside.

RELEASE

The following statement must be signed and dated by the bidder as part of his bid; failure to do so will result in disqualification of the bidder's bid as incomplete.

THIS IS TO AUTHORIZE THE PERSONS AND REFERENCES IDENTIFIED HEREIN, AS WELL AS ANY OTHER REPRESENTATIVES OF BUSINESSES, AGENCIES, SCHOOL DISTRICTS WITH PROJECTS WITH WHICH I OR MY COMPANY HAS BEEN INVOLVED, TO SPEAK FREELY AND WITHOUT HESITATION TO REPRESENTATIVES OF THE WEST CHESTER AREA SCHOOL DISTRICT, INCLUDING ITS ARCHITECT, BOARD OF SCHOOL DIRECTORS, ATTORNEY, AND DIRECTOR OF OPERATIONS AND OPERATIONS AND CONSTRUCTION MANAGEMENT PERSONNEL RELATIVE TO ANY OF THE ABOVE MATTERS OR ANY OTHER SUCH PROJECTS, HEREBY RELEASING ALL PERSONS, FIRMS AND CORPORATIONS WHETHER NAMED HEREIN OR NOT, FROM LIABILITY OR FROM ANY ACTION, SUIT, CLAIM OR DEMAND ARISING OUT OF THE RELEASE OF SUCH INFORMATION.

BY _____

TITLE _____

DATE _____

ADDRESS _____

END OF DOCUMENT

AIA® Document A305™ – 2020

Contractor's Qualification Statement

(Paragraph deleted)

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA® Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and
dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

ADDITIONS AND DELETIONS:

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- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)



AIA Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

ADDITIONS AND DELETIONS:

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

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?
- .4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?

AIA[®] Document A305[™] – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and
dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:



AIA[®] Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				



AIA[®] Document A305™ – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

SECTION 00 4519 - NON-COLLUSION AFFIDAVIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-collusion Affidavit

1.02 INSTRUCTIONS

- A. The following Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A. § 4501 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- B. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the Bid.
- C. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids is unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- D. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
- E. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally higher or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- F. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

PART 2 PRODUCTS (Not Used.)

PART 3 EXECUTION

3.01 SUBMISSION

- A. Complete and submit the following pages with your bid.

NON-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF)

I state that I am, _____ of _____
(Title) (Name of firm),
located at _____, in the city/town of _____,
County of _____, and State of _____,

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

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the Bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

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

I state that _____ understands
(Name of firm)

and acknowledges that the above representations are material and important, and will be
relied on by

_____ in awarding
(Name of firm)

the contract(s) for which this bid is submitted. I understand and my firm understands that any
misstatement in this Affidavit is and shall be treated as fraudulent concealment from the
West Chester Area School District of the true facts relating to the submission of bids for this
contract

NAME OF FIRM _____

By: _____
Authorized Representative

Title _____

Subscribed and sworn to
before me this _____ day of _____, 20__.

NOTARY PUBLIC

My commission expires _____ 20__.

END OF DOCUMENT

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DOCUMENT 00 5200 - AGREEMENT FORM

GENERAL

FORM OF AGREEMENT

THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS DOCUMENT.

RELATED REQUIREMENTS

Section 00 7200 - General Conditions.

PRODUCTS (NOT USED)

EXECUTION (NOT USED)

END OF DOCUMENT

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DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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 Chester Area School District»« »
«782 Springdale Dr
Exton, PA 19341»
«Telephone Number: (484) 266-1000»
«Fax Number: (484) 266-1299»

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

« »« »
« »
« »
« »

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

«Hillsdale Elementary School Additions and Renovations»
«725 W Market Street
West Chester, PA 19382»« »

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

«Schrader Group Architecture LLC
555 E. North Lane
Suite 5100, Building D
Conshohocken, PA 19428
«Telephone Number: (215) 482-7440»
«Fax Number: (215) 482-7441»

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.

The parties should complete A101™, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents for the Separate Contract as follows:

- ☐ General Construction
- ☐ Mechanical
- ☐ Plumbing
- ☐ Electrical
- ☐ Roofing
- ☐ Sprinkler
- ☐ Sitework

ARTICLE 3 DATE OF COMMENCEMENT AND 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.)

« »

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[«X»] By the following date: «Substantial completion dates are noted below.»

1. Project Phasing:
 - a) Incidental work related to preparations of Phase 1 may begin in April 2025 and must be completed outside of school operation hours.
 - b) Phase 1A: Summer 2025, start of construction June 20 – end of construction August 15.
 - c) Phase 1B: June 20, 2025 – end of construction June 19, 2026.
 - d) Phase 2A: Summer 2026, start of construction June 22 – end of construction August 15.
 - e) Phase 2B: June 22, 2026 – end of construction June 18, 2027.
 - f) Phase 3: Summer 2027, start of construction June 21 – end of construction August 15.
 - g) Substantial Completion: August 15, 2027.»

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

Portion of Work

Refer to phasing plans

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, 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 « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item

Price

§ 4.2.2 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

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

Item	Price

§ 4.4 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)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per calendar day until the work reaches substantial completion per construction phase.

FIVE HUNDRED DOLLARS (\$500) per calendar day for each day of delay beyond 30 calendar days after certification of substantial completion per construction phase until the work identified on the punch list has been completed and or corrected.

FIVE HUNDRED DOLLARS (\$500) per calendar day for each day of delay beyond 30 calendar days after certification of substantial completion per construction phase until the final Operation and Maintenance Instructions have been submitted.

SIX PERCENT (equal to current Pennsylvania Sales Tax) of the Contract Price if the Contractor denies access of their records to the Owner or its representative for auditing the Project.

§ 4.6 Other:

(Insert provisions for bonus 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 Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, 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 for work performed through the 15th of the month to allow time for review and approval schedules of the Architect/Engineer and Owner.

§ 5.1.3 The Contractor is to submit Applications for Payment to the Architect/Engineer in such time as to meet the review and approval schedules of the Owner.

- .1 Applications shall be submitted to the Architect/Engineer in sufficient time to allow review and approval, and certificate of payment submitted to Owner prior to the first Monday of the month.
- .2 The Property and Finance Committee usually meets the third Monday of each month and the full School Board usually meets the fourth Monday of the month (except for holidays and weather closings). Both the Property and Finance Committee and School Board must approve the certificate of Payment prior to the Contractor being paid.
- .3 Certificates that meet the above schedule will be paid within 30 days of submitting the Application for Payment to the Architect/Engineer.
- .4 Applications that are submitted late and do not meet the above schedule will be processed the following month.

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

§ 5.1.4 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 Architect/Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 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/Engineer determines, in the Architect/Engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 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/Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201;
- .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/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, 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.)

In accordance with the Commonwealth Procurement Code 62 Pa. C.S.A. Section 3921, until 50% of the Contract Work (not dollar value) is completed, the Owner will pay 90% of the amount due the Contractor on account of monthly progress payments.

§ 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 Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

When the Work of the Contract is 50% complete and a request in writing from the Contractor has been submitted to the Architect/Engineer a reduction of Retainage to 5% will be considered. Along with the written request, the Contractor shall submit a Consent of Surety to Reduction in Retainage (AIA G707A).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, 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 at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 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.

§ 5.2 Final Payment

§ 5.2.1 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 A201, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/Engineer.

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

« »

§ 5.3 Interest

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/Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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/Engineer.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201

[☒] Litigation by non-jury trial in the Court of Common Pleas in the County of Chester, Pennsylvania. All parties hereby consent to such jurisdiction and venue and irrevocably waive any right to jury trial which may exist. This Contract will not be subject to resolution by mediation or arbitration.

[☐] 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 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201, 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.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 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)

«Wayne F. Birster Jr., Director of Facilities and Operations
West Chester Area School District
1181 McDermott Drive
West Chester, PA 19380»

« »

« »

« »

« »

« »

§ 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 the General Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format may be given as set forth below:

(If other than in accordance with AIA Document E203, 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.)

- .1 Except as otherwise provided in Section 8.6.2, 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.

- .2 Notice of Claims as provided in AIA Document A201 Article 15 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.

§ 8.7 Other provisions:

« The Owner will provide standard Builders Risk Insurance. The Contractor will be responsible for the deductible for claims they make against this insurance. The deductible is currently \$10,000.»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™, Exhibit A, Insurance and Bonds – Not Used; see the General Conditions
.3 AIA Document A201™, General Conditions of the Contract for Construction
.4 AIA Document E203™, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not used

- .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 E204™, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 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 A201™ 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 entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)



DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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 Chester Area School District»« »
«782 Springdale Dr
Exton, PA 19341»
«Telephone Number: (484) 266-1000»
«Fax Number: (484) 266-1299»

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

« »« »
« »
« »
« »

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

«Hillsdale Elementary School Additions and Renovations»
«725 W Market Street
West Chester, PA 19382»« »

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

«Schrader Group Architecture LLC
555 E. North Lane
Suite 5100, Building D
Conshohocken, PA 19428
«Telephone Number: (215) 482-7440»
«Fax Number: (215) 482-7441»

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.

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EXHIBIT A INSURANCE AND BONDS

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- ☐ General Construction
- ☐ Mechanical
- ☐ Plumbing
- ☐ Electrical
- ☐ Roofing
- ☐ Sprinkler
- ☐ Sitework

ARTICLE 3 DATE OF COMMENCEMENT AND 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.)

« »

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(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: « »

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

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, 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 « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item

Price

§ 4.2.2 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

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

Item

Price

§ 4.4 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)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per calendar day until the work reaches substantial completion.

FIVE HUNDRED DOLLARS (\$500) per calendar day for each day of delay beyond 30 calendar days after certification of substantial completion until the work identified on the punch list has been completed and or corrected.

FIVE HUNDRED DOLLARS (\$500) per calendar day for each day of delay beyond 30 calendar days after certification of substantial completion until the final Operation and Maintenance Instructions have been submitted.

SIX PERCENT (equal to current Pennsylvania Sales Tax) of the Contract Price if the Contractor denies access of their records to the Owner or its representative for auditing the Project.

§ 4.6 Other:
(Insert provisions for bonus 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 Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, 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 for work performed through the 15th of the month to allow time for review and approval schedules of the Architect/Engineer and Owner.

§ 5.1.3 The Contractor is to submit Applications for Payment to the Architect/Engineer in such time as to meet the review and approval schedules of the Owner.

- .1 Applications shall be submitted to the Architect/Engineer in sufficient time to allow review and approval, and certificate of payment submitted to Owner prior to the first Monday of the month.
- .2 The Property and Finance Committee usually meets the third Monday of each month and the full School Board usually meets the fourth Monday of the month (except for holidays and weather closings). Both the Property and Finance Committee and School Board must approve the certificate of Payment prior to the Contractor being paid.
- .3 Certificates that meet the above schedule will be paid within 30 days of submitting the Application for Payment to the Architect/Engineer.
- .4 Applications that are submitted late and do not meet the above schedule will be processed the following month.

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

§ 5.1.4 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 Architect/Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 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/Engineer determines, in the Architect/Engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 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/Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201;
- .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/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, 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.)

In accordance with the Commonwealth Procurement Code 62 Pa. C.S.A. Section 3921, until 50% of the Contract Work (not dollar value) is completed, the Owner will pay 90% of the amount due the Contractor on account of monthly progress payments.

§ 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 Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

When the Work of the Contract is 50% complete and a request in writing from the Contractor has been submitted to the Architect/Engineer a reduction of Retainage to 5% will be considered. Along with the written request, the Contractor shall submit a Consent of Surety to Reduction in Retainage (AIA G707A).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, 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 at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 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.

§ 5.2 Final Payment

§ 5.2.1 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 A201, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/Engineer.

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

« »

§ 5.3 Interest

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/Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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/Engineer.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201

[☒] Litigation by non-jury trial in the Court of Common Pleas in the County of Chester, Pennsylvania. All parties hereby consent to such jurisdiction and venue and irrevocably waive any right to jury trial which may exist. This Contract will not be subject to resolution by mediation or arbitration.

[☐] 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 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201, 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.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 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)

«Wayne F. Birster Jr., Director of Facilities and Operations
West Chester Area School District
1181 McDermott Drive
West Chester, PA 19380»
« »
« »
« »
« »
« »

§ 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 the General Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format may be given as set forth below:

(If other than in accordance with AIA Document E203, 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.)

- .1 Except as otherwise provided in Section 8.6.2, 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.
- .2 Notice of Claims as provided in AIA Document A201 Article 15 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.

§ 8.7 Other provisions:

« The Owner will provide standard Builders Risk Insurance. The Contractor will be responsible for the deductible for claims they make against this insurance. The deductible is currently \$10,000.»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™, Exhibit A, Insurance and Bonds – Not Used; see the General Conditions
- .3 AIA Document A201™, General Conditions of the Contract for Construction
- .4 ~~AIA Document E203™, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

Not used

- .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 E204™, Sustainable Projects Exhibit, dated as indicated below:~~
(Insert the date of the E204-2017 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 A201™ 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 entered into as of the day and year first written above.



OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)



SECTION 00 6113.13 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we,

_____, a

_____, as
Principal, (hereinafter called the "Principal") and

_____, a

_____ as Surety,
(hereinafter called the "Surety") are held and firmly bound unto the West Chester Area School District (hereinafter called the Oblige), in the sum of

_____ DOLLARS

(\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves and their respective successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Oblige is a "contracting body" under provisions of the "Public Works Contractors' Bond Law of 1967", as amended (the "Act"); and

WHEREAS, the Principal intends to enter into an agreement dated _____, 20__ (the "Contract") with Oblige for the

_____, which
Contract is by reference made a part of this Bond; and

WHEREAS, the Act requires that the Principal shall furnish this Bond to the Oblige before an award of the Contract shall be made to the Principal by the Oblige;

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with its terms, at the time and in the manner provided in the Contract and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Oblige and all of its members, directors, officers, employees and agents from any and all costs, expenses and damages which the Oblige or any of its members, directors, officers, employees and agents may sustain or suffer by reason of any such default or failure of the Principal, and if the Principal shall reimburse completely and shall pay to the Oblige any and all costs, expenses and damages which the Oblige or any of its members, directors, officers, employees and agents may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect, subject, however, to the following conditions:

1.This Bond shall be interpreted and enforced in accordance with the Act and the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Chester County, Pennsylvania, Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue. The Principal and Surety further that all disputes shall be resolved by non-jury trial (and the Principal and the Surety hereby waive any right to a jury trial) and that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.

2.The Surety hereby waives notice of and consents (a) to all alterations or amendments to the Contract and (b) to all extensions of time for performance of the Contract or other forbearance; and the Surety agrees that its obligations under this Bond shall not thereby be released or affected in any manner.

3.The Surety shall not be liable to the Obligee under this Performance Bond in the aggregate in excess of the sum above stated.

SIGNED and SEALED this _____ day of _____ 20__.

(Principal)

ATTEST: _____ BY _____

Typed Name/Title

(Surety)

BY _____
Attorney-in-fact

(Attach power of attorney)

Include information on separate sheet indicating surety agent, physical address, phone and facsimile numbers.

END OF DOCUMENT

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SECTION 006113.16 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we,

_____, a

_____, as

Principal, (hereinafter called the "Principal"), and

_____, a

_____ as Surety,
(hereinafter called the "Surety"), are held and firmly bound unto the West Chester Area School District, hereafter called the "Obligee"), for the use and benefit of claimants as hereinafter defined, in the sum of

_____ DOLLARS

(\$_____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves and their respective successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee is a "contracting body" under the provisions of Public Works Contractors' Bond Law of 1967, as amended (the "Act"); and

WHEREAS, The Principal intends to enter into an agreement dated _____, 20__ (the "Contract"), with Obligee for

_____, which Contract is by reference made a part of this Bond; and

WHEREAS, the Act requires that the Principal shall furnish this Bond to the Obligee before an award of the Contract shall be made to the Principal by the Obligee;

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal shall promptly make payment to all claimants as defined in the Act for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. This Bond shall be interpreted and enforced in accordance with the Act and the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Chester County, Pennsylvania, Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue. The Principal and

Surety further agree that all disputes shall be resolved by non-jury trial (and the Principal and Surety hereby waive any right to a jury trial) and that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.

2. The Surety hereby waives notice of and consents (a) to all alterations or amendments to the Contract and (b) to all extensions of time for performance of the Contract or other forbearance; and the Surety agrees that its obligations under this Bond shall not thereby be released or affected in any manner.
3. The Surety shall not be liable under this Payment Bond in the aggregate in excess of the sum above stated.

SIGNED and SEALED this _____ day of _____ 20__.

(Principal)

ATTEST: _____ BY _____

Typed Name/Title

(Surety)

BY _____
Attorney-in-fact

(Attach power of attorney)

Include information on separate sheet indicating surety agent, physical address, phone and facsimile numbers.

END OF DOCUMENT

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DOCUMENT 00 7200 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED
FOLLOWING THIS DOCUMENT.

END OF DOCUMENT

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DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Hillsdale Elementary School Additions and Renovations»
«725 W Market Street
West Chester, PA 19382

THE OWNER:

(Name, legal status and address)

«West Chester Area School District»«»
«782 Springdale Drive
Exton, PA 19341»

THE ARCHITECT:

(Name, legal status and address)

«Schrader Group Architecture LLC
555 E. North Lane
Suite 5100, Building D
Conshohocken, PA 19428

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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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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, General 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/Engineer. 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/Engineer or the Architect/Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect/Engineer or the Architect/Engineer's consultants, (4) between the Contractor or a Separate Contractor engaged in the Project, or (5) between any persons or entities other than the Owner and the Contractor. The Architect/Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect/Engineer's 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 the Owner and by Separate Contractors.

§ 1.1.5 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.

§ 1.1.6 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.

§ 1.1.7 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/Engineer and the Architect/Engineer'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.

§ 1.1.8 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.

§ 1.2.4 The Drawings are generally diagrammatic and indicative of the work to be installed. Exact locations of equipment and points of termination shall be approved by the Architect/Engineer. Should it be found that any system or equipment cannot be installed as shown on these Drawings, the Architect/Engineer shall be consulted before installing or making changes to the layout.

§ 1.2.5 The Drawings and Specifications are intended to function as a common set of documents. Anything shown on the Drawings but not in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall be equally binding, as if both noted on the Drawings and called for in the Specifications.

§ 1.2.5.1 The Contract Documents are complementary, and what is required by any one of the Contract Documents shall be binding as if required by all.

§ 1.2.5.2 Where the Work is shown in detail on only half or a portion of a drawing, or if there is an indication of continuation, the remainder being shown in outline, the work in detail shall be understood to apply to other like portions of the structure. When a detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the Work unless otherwise indicated. On all work of a remodeling nature or installation within existing building, the actual situation controls any information given which may affect the quantity, size, and quality of materials required for satisfactory completed contract, whether or not such information is indicated on the Drawings or within the Specifications.

§ 1.2.6 No measurement of a Drawing by scale shall be used as a working dimension. Working measurements shall be taken from figured dimensions.

§ 1.2.7 The Contractor shall request, from the Architect/Engineer interpretation of any apparent inconsistencies, errors, or omissions in the Specifications and Drawings. Subcontractors shall forward such requests through the Contractor. Such requests, and the Architect/Engineer's interpretation, shall be in written form. Other forms of communications may be used to expedite resolution of concerns, but will not be binding and shall be followed up in writing.

§ 1.2.8 Should either the Owner or Contractor consider that the Architect/Engineer's interpretations are cause for changes to the Contract Sum or the Contract Time, that party shall either bring such considerations to the attention of the Architect/Engineer, request a revised interpretation, or shall make a claim in accordance with Article 15.

§ 1.2.9 In the case of an inconsistency between Drawings and Specifications, or within either Document, not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect/Engineer's interpretation, at no additional cost.

§ 1.2.10 Details referenced to portions of the Work shall apply to other like portions of the Work not otherwise detailed.

§ 1.2.11 In the event of inconsistencies among the Contract Documents, interpretations will be based on the following priorities:

- a. Modifications to the Contract.
- b. Addenda, those with a later date having precedence over those of earlier date.
- c. Drawings and Specifications.

- d. The General Conditions of the Contract for Construction.
- e. Agreement between Contractor and Owner.

§ 1.2.12 Any inconsistencies shall be reported at least ten (10) days prior to submission of bid. In the event that such inconsistencies are not reported and a difference in quantity or quality is concerned, then the Architect/Engineer will make the selection based on his sole judgement. No additional compensation or extension of time will be allowed.

§ 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.~~

§ 1.4.1 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.

§ 1.4.2 Wherever in the Contract Documents an item of work is referred to in the singular number, such reference shall apply to as many such items as are required to complete the Work.

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

§ 1.5.1 The Architect/Engineer and the Architect/Engineer’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/Engineer’s or Architect/Engineer’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/Engineer, and the Architect/Engineer’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.~~ If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 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 Architect/Engineer does 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 Information and Services Required of the Owner

§ 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. 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.

§ 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.~~ The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of the Project site or utility locations for the Project site. The Contractor shall confirm the location of each utility. Contractor shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen, or foreseeable. Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements, and easements.

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

§ 2.3.3 If the employment of the Architect/Engineer terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

§ 2.3.4 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.~~ furnish, upon written request from the Contractor, 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.

§ 2.3.5 ~~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.~~ Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one set of the electronic Bid Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.6 ~~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.~~

§ 2.4 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~~ seven (7) calendar-day period after receipt of notice from the Architect/Engineer on behalf of the Owner, or 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 ~~deficiencies, default or neglect.~~ deficiencies, and commence and continue to carry out the Work. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect/Engineer and the Architect/Engineer 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 Architect/Engineer's 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/Engineer, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Owner's Additional Rights

§ 2.6.1 Owner's rights set forth in Sections 2.3 and 2.4 shall be in addition to, and not in limitation of, any other rights of the Owner granted in the Contract Documents or at law or in equity.

§ 2.6.2 The Contractor agrees that the Owner will be damaged in an undeterminable amount if Owner is not given access to all the Contractor's records and is unable to recover any refunds available to the Owner. The Contractor agrees to pay Owner liquidated damages ~~as identified in the Agreement~~ in the amount equal to 5% of the Contract price of this agreement should the Contractor deny access of their records to the Owner or its representative.

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 Architect/Engineer in the Architect/Engineer's 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 2.3.4, 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 Architect/Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect/Engineer 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.

§ 3.2.2.1 Dimensions given at full-size or large-scale details shall take precedence over smaller scaled measurements. Discrepancies shall be referred to the Architect/Engineer in writing for adjustments before any work affected thereby has been performed.

§ 3.2.2.2 Where compliance with two or more industry standards or sets of requirements is indicated on drawings or specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be the most costly) is intended and will be enforced. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect/Engineer in writing for a decision before proceeding. These may be shown on any plan, partial plan, detail, in the Project Manual or in any Addenda.

§ 3.2.2.3 Since Contractor, as Bidder, was afforded the opportunity to visit the Project Site, Contractor shall be held responsible for cognizance and knowledge of existing features and conditions ascertainable by such site visit, and costs of the Work associated therewith.

§ 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 Architect/Engineer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect/Engineer may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect/Engineer 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/Engineer 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.

§ 3.2.5 Requests for Information (RFI)

§ 3.2.5.1 In the event that the Contractor or Sub-Contractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Document requires clarification or interpretation, the Contractor must submit a Request for Information, in writing, to the Architect/Engineer.

§ 3.2.5.2 In the Request for Information, the Contractor shall set forth his interpretation or understanding of the requirement, or proposed solution to address an unforeseen condition including a digital photograph or sketch describing the condition in question, along with the reasons why such an understanding was reached.

§ 3.2.5.3 Responses to Requests for Information (RFI) shall be issued within five (5) working days of the receipt of the request from the Contractor, unless the Architect/Engineer determines that a longer time is necessary to provide an adequate response. If a longer time is determined to be needed, the Architect/Engineer will notify the Contractor of the anticipated response time. If the Contractor submits a Request for Information on an activity with five (5) working days or less of float on the current project schedule, the Contractor shall not be entitled to any extension of time due to the time it takes to respond to the request provided that the Architect/Engineer responds within the five (5) working days set forth above.

§ 3.2.5.4 It is not the intent of responses from the Architect/Engineer to change any requirement of the Contract Documents other than as described by Section 7.4, Minor Changes in the Work.

§ 3.2.5.5 If the Architect/Engineer must prepare "responses to Contractor's Requests for Information" (RFI's) where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or Project correspondence or documentation, the Owner will back-charge the Contractor for all costs associated with the additional Contract Administration Services provide by the Architect/Engineer.

§ 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 and Architect/Engineer, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect/Engineer shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect/Engineer objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 The Project Coordinator shall cooperate with the Separate Contractors in the coordination of the Work. The Project Coordinator is responsible for making initial coordination recommendations.

§ 3.3.1.2 The Project Coordinator shall request the Separate Contractors to supply, at no cost to the Owner; additional forces, equipment, tools and materials, or to increase working hours or increase the number of working days per week in order to keep up with the Construction Progress Schedule.

§ 3.3.1.3 Disputes between the Project Coordinator and the Separate Contractors pertaining to the creation of the Construction Progress Schedule, the furnishing of additional resources to meet the schedule, job coordination, and other areas where scheduling disputes may arise, shall be mutually resolved as a contingency for submitting subsequent payment applications.

§ 3.3.1.4 The progress of the Work in accordance with the Project Coordinator's decision shall not be delayed pending resolution proceedings.

§ 3.3.1.5 The Contractor shall make no claim for, and have no right to, additional payment or extension of time for completion of the work, or any other concession because of any misrepresentation or misunderstanding on his part of the Construction Progress Schedule, his failure to attend the pre-bid conference, or because of any failure on his part to fully acquaint himself with all conditions relating to the Construction Progress Schedule and the manner in which it will be used on the project, or because of any other failure to participate properly in the development of the schedule or to perform his contract work in accordance with the schedule.

§ 3.3.1.6 Each prime contractor shall provide supervision to any of the contractor's subcontractors. Subcontractors are not permitted to work onsite, except for when the Prime's superintendent, or other designee, is also onsite.

§ 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 Work 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.

§ 3.4.1.1 The Contractor is required to pay, and is to require any Subcontractor to pay, each employee engaged on the Project not less than the hourly rates prescribed in the Prevailing Minimum Wage Determination issued by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania as included in the Contract Documents.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect/Engineer 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/Engineer 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.

§ 3.4.4 Measurements: Before ordering any material or doing any work, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Architect/Engineer for consideration before proceeding with the work.

§ 3.4.5 All personnel and agents used by the Contractor for the performance of the Work shall be properly trained and qualified for the type of work being performed and shall have the minimum ability and experience for its classification. The Owner reserves the right to reasonably refuse to accept services from any personnel. The Contractor shall provide evidence of qualifications of any personnel performing work under its contract upon request.

§ 3.4.6 Insofar as practical or required to obtain a full warranty, except as otherwise specified or shown, the material or product of one Manufacturer shall be used throughout the work for each specified purpose.

§ 3.4.7 All workmanship, equipment, materials, and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Where equipment, materials or articles are referred to in the Specification as “equal to” any particular standard, the Architect/Engineer shall decide the question of equality. Contractor shall immediately furnish to the Architect/Engineer for its approval the name of the Manufacturer of machinery, mechanical and other equipment which he contemplates installing, together with their respective performance capacities and other pertinent information to avoid delays. When required, Contractor shall furnish, for the Architect/Engineer’s approval, full information concerning materials, or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Machinery, equipment, materials and articles installed or used without such written approval shall be at the risk of subsequent rejection.

§ 3.4.8 Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to Manufacturers’ or Vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard, and any material article, or equipment of other manufacturers and vendors which will perform adequately equal to or better than, the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer of equal or better substance and function. The material, article or equipment so proposed shall not be purchased or installed by the Contractor without the Architect/Engineer’s written approval.

§ 3.4.9 Wherever a sole source manufacturer is listed or identified on the Plans or in the Specifications, no substitutions will be accepted.

§ 3.4.10 No brand, make, kind or quality of materials shall be used until it has been submitted along with a submittal matrix to and approved by the Architect/Engineer, whose decision shall be final and binding on all parties.

§ 3.4.11 The acceptance of any material or method shall be understood as an acceptance only insofar as conforming to Specification requirements, and not as an absolute acceptance without respect to the requirements of the Specifications.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect/Engineer 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 Architect/Engineer, 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 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, including but not limited to, Sales Tax, Use Tax, Occupational Taxes, Excise Taxes, Social Security Benefits, Unemployed Compensation Taxes, or similar levies on materials, labor, tools and equipment furnished under this agreement as required by the Statutes of the Commonwealth of Pennsylvania.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

§ 3.7.1.1 The following permits shall be purchased by the Owner, if applicable: Building Permit and Sanitary Sewer Connection (Tap-In) Permit.

- .1 The Owner will pay for all Township-assessed permit fees except for business license fees and business taxes, which shall be paid for by the Contractor.
- .2 The Owner will pay for the tap-in fees for permanent connection of sanitary sewer, water, gas and electric.
- .3 The Contractor shall apply for all required permits and complete paper work in a timely manner.

§ 3.7.1.2 All remaining fees, licenses, and permits required to complete the Work of the Contract shall be obtained and paid for by the Contractor.

§ 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. Without limiting the generality of the foregoing, Contractor shall comply with all governmental requirements applicable to the Work including, without limitation, those included in Specification Section 01 41 00 – Regulatory Requirements.

§ 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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 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 and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

§ 3.7.4 If any of the Work is required to be inspected or approved by any Public Authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed, or failed to be performed, shall be a waiver of any of the Contractor's obligations hereunder, or be construed as an approval or acceptance of the Work, or any part thereof.

~~§ 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 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) 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 immediately suspend any operations that would affect them and shall notify the Owner 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 promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer 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/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article 15.~~

§ 3.7.6 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 and Architect/Engineer. 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 Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.7 Earthwork shall be UNCLASSIFIED. Materially different conditions will not warrant an adjustment in the Contract Sum.

§ 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. There are no cash allowances of any kind included in the Project.~~

~~§ 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.

§ 3.9.1.1 The number of necessary assistants to the superintendent shall be such that work in progress shall be adequately supervised by each Contractor's superintendent or one of its assistants. If, in the Architect/Engineer's opinion, the quality or progress of work is adversely affected by lack of adequate supervision, the Contractor shall increase the number of supervisory personnel at no increase to the Contract sum.

§ 3.9.1.2 Contractor shall maintain supervision of all Subcontractors and Sub-subcontractors working at any time on site. Subcontractors and Sub-subcontractors will not be allowed access to the site to perform work without Contractor's on site presence.

§ 3.9.2 The Contractor, ~~as soon as practicable after award of~~ within ten (10) days after signing the Contract, shall notify the Owner and Architect/Engineer of the name and qualifications of a proposed superintendent. This will include previous work experience, qualifications, and references. The proposed superintendent shall be satisfactory to the Owner and Architect/Engineer in all respects. Within 14 days of receipt of the information, the Architect/Engineer may notify the Contractor, stating whether the Owner or the Architect/Engineer (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect/Engineer 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 or Architect/Engineer 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.

§ 3.9.4 The Owner and Architect/Engineer shall have the right to require the Contractor to dismiss from the Project any superintendent whose performance is not satisfactory to the Owner or Architect/Engineer, and to replace such superintendent with another superintendent satisfactory to the Owner and Architect/Engineer.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, Project Coordinator shall submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule Architect/Engineer's information a Contractor's Construction Schedule for the work, based on work activity durations provided by each Separate Contractor for their portion of each Phase of the Work. The Project Coordinator shall be required to obtain the services of a qualified scheduling firm to prepare the schedule and to update the schedule periodically through project completion. 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.

§ 3.10.1.1 Within 30 days of Contract award, the Contractor shall provide baseline construction schedule activities with proposed durations to the Project Coordinator for incorporation into the Contractors' Construction Schedule. These activities must include all items of work, including long lead shop drawing submissions, review time, and fabrication time. Activity durations should be relative to the overall duration of the project, but in no instance longer than thirty (30) days.

§ 3.10.1.2 The Project Coordinator shall incorporate the Separate Contractor's schedule activities and produce the Contractors' Construction Schedule for submission to the Owner and Architect/Engineer within 45 days of Contract Award.

§ 3.10.1.3 The Contractors' Construction Schedule and each update shall contain the following statement and the signature of each Separate Contractor: "Our company understands that the meeting of the milestone dates listed in this schedule is critical to maintaining the Project Schedule and meeting the Substantial Completion Date. In signing this schedule, our company agrees to this schedule and further agrees to dedicate whatever resources that are required to complete the work of our Contract in order to meet these dates." Persons signing the Contractors' Construction Schedule or update shall be the same party as executed the Owner/Contractor Agreement, or an individual authorized to commit the Contractor's resources to the schedule.

§ 3.10.1.4 The Owner and Architect/Engineer will review and comment on the Contractors' Construction Schedule. The Project Coordinator shall revise the schedule to incorporate the Owner and Architect/Engineer's comments and resubmit the Contractors' Construction Schedule for approval.

§ 3.10.1.5 The first Application for Payment will not be processed by the Architect/Engineer until the Separate Contractors have obtained approval of the Contractors' Construction Schedule from the Owner and Architect/Engineer.

§ 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 Architect/Engineer's approval. The Architect/Engineer'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 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 Architect/Engineer reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

§ 3.10.4 The Contractor is responsible for the preparation of project construction schedule updates for submission to the Project Coordinator on a regular basis. The Project Coordinator shall receive and input updated schedule information from the Separate Contractors at regular intervals as required by length of the Project, but not less than

monthly. If the Contractor does not provide project construction schedule update information to the Project Coordinator, he will not have his Application for Payment processed by the Architect/Engineer. Project Construction Schedule updates shall be signed by each Separate Contractor in the same manner as described in Section 3.10.1.3.

§ 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 Architect/Engineer and Owner, and delivered to the Architect/Engineer 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/Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect/Engineer is 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 Architect/Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect/Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect/Engineer or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect/Engineer 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.

§ 3.12.6.1 Submittals that require coordination with other products and other trades, such as, doors, frames, entrances, hardware, security programs, alarms, etc. shall be submitted together as a coordinated package or they will not be reviewed by the Architect/Engineer. Coordination of all items is the responsibility of the Contractor. Contractor shall replace non-compatible components to the Architect/Engineer's satisfaction at no additional cost.

§ 3.12.6.2 Each Prime Contractor is required to coordinate their submittals, shop drawings, product data, etc. with the other Prime Contractors prior to submission to the Architect/Engineer for review. Each Prime Contractor is required to perform their coordination in a timely manner as to not delay the project and schedule. This coordination between each Prime Contractor, whether the Prime Contractor is the originator of the submittal or the recipient of the submittal, shall not be an additional cost.

§ 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 approved by the Architect/Engineer.

§ 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/Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect/Engineer of such deviation at the time of submittal and (1) the Architect/Engineer 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/Engineer'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 Architect/Engineer on previous submittals. In the absence of such notice, the Architect/Engineer'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/Engineer 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/Engineer. The Owner and the Architect/Engineer 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/Engineer have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect/Engineer 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.

§ 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 Architect at the time and in the form specified by the Architect.

§ 3.12.11 Reproductions of Contract Documents are acceptable as Shop Drawings only when specifically authorized in writing by the Architect/Engineer. If approval to reproduce Contract Documents is given, the Architect's and Engineer's seals and title block shall be removed prior

§ 3.12.12 Architect/Engineer's Approval Stamp:

- .1 Drawings which are correct and do not require further review will be returned to the Contractor bearing the Architect/Engineer's stamp, "Approved".
- .2 Drawings which are incorrect but do not require further review will be returned to the Contractor bearing the Architect/Engineer's stamp, "Approved as Noted".
- .3 Drawings which are incorrect and require further review will be returned to the Contractor bearing the Architect/Engineer's stamp, "Revise and Resubmit".
- .4 Drawings which are incomplete will be returned to the Contractor bearing the Architect/Engineer's stamp, "Rejected".
- .5 Drawings which are not required to be reviewed will be returned to the Contractor bearing the Architect/Engineer's stamp "Not Required/Not Reviewed". Such submittals shall not be reviewed by Architect/Engineer.

§ 3.12.13 Reference to procedures concerning Submittals shall be understood to incorporate all submittals including Contractor's Submittal Schedule of all products. Manufacturer's published literature, shop drawings, samples,

concrete mix, design and other data. Each submittal is required to be accompanied by a fully completed submittal cover sheet.

§ 3.12.14 Submittal Schedules shall be prepared and incorporated into the Contractor's Construction Schedule as indicated in Section 3.10.1 and Specification Section 013300 – Submittal Procedures. Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation in accordance with the time established in the Contractors' Construction Schedule to avoid delays.

- .1 Time frame when the item is needed at the Project.
- .2 Time necessary to produce the product.
- .3 Lead time required to prepare the submittal.
- .4 Time required for the Contractor to review, approve, sign and date the submittal.
- .5 Time for the Architect and its Engineer to review the submittal.
- .6 Time for the Architect and its Engineer or the Owner's consultants to review the submittal.
- .7 Number of Contractors and Subcontractors affected by the information contained in the submittal.
- .8 Time necessary to correct and resubmit if original submittal is not approved.
- .9 Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.
- .10 Grouping of related submittals for coordination.

§ 3.12.15 Submittals shall indicate materials, dimensions, seismic bracing in accordance with the Building Code under which the Project is permitted, for Architectural, Mechanical, and Electrical Component Seismic Design Requirements, and job conditions, including clearances required in relationship with the work of their trades. Contractor shall be responsible for verification of existing conditions and coordinating with the work of other trades. Drawings shall be of sufficient size and drawn to sufficient scale to clearly show all details.

§ 3.12.16 Submittals shall indicate compliance with seismic design requirements in accordance with the Building Code under which the Project is permitted, for Architectural, Mechanical and Electrical Component Seismic Design Requirements. Provide seismic calculations signed and sealed by a Professional Engineer licensed in the state where the Project is located as required.

§ 3.12.17 Submittals shall contain a Contractor's stamp of approval, signed and dated by the submitting Contractor, prior to submission to the Architect. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Architect/Engineer, all deviations to the Contract Documents. Submittals will not be reviewed by the Architect/Engineer unless they contain such a stamp containing the words "Reviewed and Approved" accompanied by the Contractor's signature and date.

§ 3.12.18 Architect/Engineer's review is for general conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with all requirements of the Project Manual, Drawings, and Addenda. No departures therefrom are to be considered as authorizing extra work or relieving the Contractor of work required within the contract. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, and warranty/guarantee requirements and other conditions of the contract, etc. for selecting fabrication process and techniques of assembly, for performing this work in a safe and satisfactory manner, and of coordinating this work with that of all other trades.

§ 3.12.19 When brand, make, quality, etc., is not specified definitely, Contractor shall submit written documentation to the Architect/Engineer for the particular kind of brand which he desires to use, altering or substituting others if not satisfactory.

§ 3.12.20 If a substitution submittal differs from the design intent of the Contract Documents, and all associated modifications to the design intent are not identified and included with the submission, all consequential additional costs associated with the substitution including, but not limited to, modifications to existing and new construction, building structure, plumbing, HVAC, electrical systems and all other modifications to not yet constructed work shall be borne by the contractor responsible for the submittal.

§ 3.12.21 Consequential Substitution Impact Fees: If the Contractor makes, or causes to be made, due to impact from approval of substitutions of other than specified equipment and components, any substantial change in the form, type,

system, and details of construction from those indicated in the Contract Documents, the Contractor shall be responsible for payment of all impact costs arising from such changes. Impact costs include, but are not limited to, any additional costs to the owner inclusive of Architectural, Engineering and Attorney fees, Code Review and Permit fees as well as all documented impact costs borne by other Contractors resulting from such substitutions. Impact costs shall also include associated re-design, demolition and re-construction work, additional new construction work as may be required and compliance with and maintenance of existing warranties, etc.

§ 3.12.22 If the Contractor makes, or causes to be made, due to approval of substitute equipment or otherwise, any substantial change in the form, type, system and details of construction from those shown on the Drawings including, submission of approved shop drawings where changes to the original design were not brought to the Architect/Engineer's attention in writing at the time of submission, it shall pay for all costs arising from such changes. The Contractor shall pay all Architectural and Engineering fees required to check the adequacy of such changes. Any changes or departures from the construction and details shown shall be made only after written approval from the Architect/Engineer.

§ 3.12.23 The Contractor will have only two (2) opportunities to receive approval of any submittal without consequence. If an approval is not received by the second submission due to the Contractor's failure to adhere to the contract documents, the Contractor shall be responsible for costs incurred by the Owner to review each submission thereafter until an approval is received.

§ 3.13 Use of Site

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

§ 3.13.2 Reference points: Immediately upon occupancy of the project site for the purpose of beginning the work, the Contractor shall locate all general reference points, bench marks, etc., and take such action as may be necessary to prevent damage or destruction to such points.

§ 3.13.3 Verification of Dimensions: Verify all site dimensions, building layout dimensions, setbacks, etc., shown on the Drawings before laying out the work. Notify the Architect/Engineer in writing of any error or inconsistency found and do not proceed until error or inconsistency is resolved. The Contractor will be responsible for any work which is done in error because of failure to verify dimensions.

§ 3.13.4 Layout: The Contractor shall lay out all work and be responsible for all lines, levels, grades, elevations and measurements of building, grading, paving, walks, utilities and other work required under this contract.

§ 3.13.5 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

§ 3.13.6 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work; or (2) the Building in the event of partial occupancy, as more specifically described in Section 9.9.

§ 3.13.7 Contractors may work weekdays, evenings, nights, weekends, and holidays. Evenings, nights, weekend and holiday work is subject to regulations and requirements of local ordinances and also requires prior approval from the Owner.

§ 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 or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, 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 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 and Architect/Engineer 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 and Architect/Engineer 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 or Architect/Engineer. 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/Engineer.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer'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 which 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.

§ 3.18.3 The Contractor shall indemnify and hold harmless and defend the Owner against any assertion of claims for mechanics' liens by Subcontractors, Sub-contractors, or material suppliers and against any assertion of security interests by suppliers of goods or materials. No provision of this Section shall give rise to any duties on the part of the Architect/Engineer or the Owner not otherwise provided for by contract or by law. In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party refusing to honor such requests

shall, in addition to all other obligations, pay the cost of bringing any such action, including attorney's fees to the party requesting indemnity.

§ 3.18.4 The Contractor, for itself, its successors and assigns, hereby expressly agrees to waive any provision of Pennsylvania Workmens Compensation Act, including section 303 (b), whereby Contractor could preclude its joinder as an additional defendant or avoid liability for damages, contribution or indemnity in any acting law, or otherwise where Contractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against the Owner, its successors, assigns, employees, agents, Architects or Engineers.

§ 3.18.5 The Contractor agrees to indemnify, defend and hold harmless the Owner from any and all administration and judicial actions (including reasonable attorneys' fees related to any such action) and judgments incurred by the Owner in connection with any labor-related activity rising from the Contractor's performance of the work. As used in these Contract Documents, "labor-related activity" includes, but is not limited to strikes, walk-outs, informational or organizations picketing, use of placards, distribution of hand-outs, leaflets, or other similar acts at or in the vicinity of the Project or in the vicinity of any other facility where the Owner conducts business. The Owner shall advise the Contractor if any labor-related activity occurs and the Contractor shall arrange for the legal representation necessary to protect the Owner's interest, provide such representation is approved by the Owner in advance.

ARTICLE 4 ARCHITECT/ENGINEER

§ 4.1 General

§ 4.1.1 The Architect/Engineer is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term "Architect/Engineer" also means the Architect/Engineer's authorized representative.

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

§ 4.1.3 In case of termination of the employment of the Architect/Engineer, the Owner shall appoint another Architect/Engineer whose status under the Contract Documents shall be that of the former Architect/Engineer.

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect/Engineer 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/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer 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, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration

The Owner and Contractor shall include the Architect/Engineer in all communications that relate to or affect the Architect/Engineer's services or professional responsibilities. The Owner shall promptly notify the Architect/Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect/Engineer's evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect/Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect/Engineer 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/Engineer's action will be taken in accordance with the submittal schedule approved by the Architect/Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals 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 Architect/Engineer'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 Architect/Engineer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect/Engineer will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect/Engineer will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.8.1 In the event the Contractor and Owner, or Contractor and Architect/Engineer are not in total agreement on the scope of Work as outlined in the Contract Documents, the Architect/Engineer may issue a Project Directive. The Architect/Engineer's Project Directive will be an instruction for the Contractor to proceed with the Work as outlined by the Architect/Engineer. The Contractor, if still in disagreement with the Architect/Engineer's interpretation of the Contract Documents, may file a claim with the Owner in accordance with Article 15.

§ 4.2.9 The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

§ 4.2.12 Interpretations and decisions of the Architect/Engineer 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/Engineer 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 rendered in good faith.

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

§ 4.2.14 The Architect/Engineer will review and respond to requests for information about the Contract Documents. The Architect/Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect/Engineer 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 a Separate Contractor or the subcontractors of a Separate Contractor.

§ 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 Owner 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 Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14 day period shall constitute notice of no reasonable objection.~~

§ 5.2.1 Certification of Subcontractors: Each Bidder shall identify and list on the Bid Form each major subcontractor performing more than 25% of the Contract Amount to be used on the Project. Bidder shall also secure and submit Contractor Qualification Statements for these Major Subcontractors. Award of Contract will be contingent on the Architect/Engineer and Owner's approval and acceptance of Bidder's Major Subcontractors. Major Subcontractors shall be approved by the Owner, Architect/Engineer and agreed upon with the Contractor. All Major Subcontractors shall conform to the bidding documents as submitted and shall not be substituted after award unless approved in writing by the Owner.

§ 5.2.1.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor shall furnish in writing, within 14 calendar days after issuance Notice of Intent to Award, to the Owner through the Architect/Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to any such proposed person or entity or (2) that the Architect/Engineer requires additional time for review. Failure of the Owner or Architect/Engineer to reply within the 14-day period shall constitute notice of no reasonable objection. Neither the Owner nor the Architect/Engineer is obligated to investigate the ability of any Subcontractor proposed to perform the work designated by the Contractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer 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 or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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. Architect/Engineer has no reasonable objection. No adjustment in the Contract Sum or extension in Contract Time shall be made due to the substitution of a subcontractor.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect/Engineer 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 and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner 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.

§ 5.3.1 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 and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner 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.

§ 5.3.2 Notwithstanding any provision of Section 5.3.1, any part of the Work performed for the Contractor by a Subcontractor or its Sub-subcontractor shall be pursuant to a written Subcontract between the Contractor and such Subcontractor (or the Subcontractor and its Sub-subcontractor at any tier), which shall be prepared on a form of subcontract satisfactory to the Owner in all respects. Each such subcontract shall contain provisions that:

- .1 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .2 waive all rights the contracting parties may have against one another, or that the Subcontractor may have against the Owner, for damages caused by fire or other perils covered by the insurance described in the Contract Documents;
- .3 require the Subcontractor to carry and maintain insurance coverage in accordance with the Contract Documents, and to file certificates of such coverage with the Contractor;
- .4 require the Subcontractor to submit certificates and waivers of liens for work completed by it and by its Sub-subcontractors as a condition to the disbursement of the progress payment next due and owing;
- .5 report, so far as practicable, unit prices and any other feasible formula for use in the determination of cost of changes in the Work;
- .6 require each Subcontractor to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required herein;

- .7 require that each Subcontractor continue to perform under its subcontract in the event the Contract is terminated, and the Owner shall take an assignment of said subcontract and request such Subcontractor to continue such performance;
- .8 require each Subcontractor to remove all debris created by its activities; and
- .9 require subcontractors to provide pricing for Owner requested changes within (5) working days of request from Owner to Contractor.

§ 5.3.3 Where Contractor employs Subcontractors for portions of the Work, the entire responsibility for the subdividing of the Work rests with the Contractor. The Owner and the Architect/Engineer are not responsible for the manner of the subdivision of the Work and neither will enter into, nor settle, disagreements or disputes between Contractor and Subcontractors. The arrangement of Specifications and the manner of graphic illustration of Drawings are for convenience of reference and do not comprise any exacting method of subdividing work for the purposes of subcontracting, except where the Contract Documents require an undivided responsibility for certain work.

§ 5.3.4 Contractor shall require each Subcontractor to (1) Inspect surfaces and job conditions before beginning work at the Project Site, (2) Accept or cite necessary corrections in surfaces and job conditions before beginning work at the Project Site, and (3) Protect his own materials, equipment, and Work from damage, injury, or loss due to weather, theft, vandalism, etc., or due to the Work of the Contractor, other Subcontractors, or other Contractors. The appropriate means of protection shall be supplied and removed when no longer required.

§ 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. 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.

§ 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 and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. 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 separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule the Contractor's construction schedule deemed necessary after a joint review and

mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 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 and Separate 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 or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect/Engineer of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect/Engineer of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's 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 Contractor that are not apparent.

§ 6.2.3 The Contractor shall ~~reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor 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 a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~ promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 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 or Separate Contractor as provided in Section 10.2.5.~~ Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.5 ~~The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.~~ Should the Contractor wrongfully cause damage to the work or property of any Separate Contractor, the Contractor shall upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Owner or Architect/Engineer on account of any damage alleged to have been caused by the Contractor, the Owner or Architect/Engineer will notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner or Architect/Engineer arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner, and Architect/Engineer for all attorneys' fees, court or other legal costs which the Owner, or Architect/Engineer have incurred.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate 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 Architect/Engineer 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.

§ 7.1.1.1 Contractor shall have no more than (7) working days to provide pricing to Owner/Architect/Engineer on requested changes from the date of receipt of request from the Architect/Engineer, or Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer. A Construction Change Directive requires agreement by the Owner and Architect/Engineer 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/Engineer 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.

§ 7.1.4 No charges by Contractor for extra work or changes in the Work, nor claims on account thereof, shall be valid unless duly authorized in the procedure described herein. Written authority to perform extra work or changes in the Work must be in possession of Contractor before such work commences, and in order for Contractor to receive payment for such work.

§ 7.1.5 In order to facilitate checking of quotations for adjustments in the Contract Sum, all proposals shall be accompanied by a complete itemization of costs including labor, materials, equipment, overhead and profits, and subcontracted labor. If the Work is being performed by Contractor's subcontractor, subcontractor must also itemize the costs of the change in accordance with the Contract Documents.

§ 7.1.6 Deduct change order, or changes that reduce a Contractor's cost of the Work, will be quoted and provided in the same manner as above, as further delineated in Section 7.3.4, and 7.3.4.1, including overhead and profit, and in accordance with the other provisions of the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor, and Architect/Engineer 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.

§ 7.2.2 The method for determining adjustments to the Contract Sum shall be in accordance with Section 7.3. It will be the Contractor's responsibility to provide complete breakdown of the labor, materials, equipment, and subcontractor's cost spent on Change Orders or Construction Change Directives. Work done on an hourly basis shall have the labor hours performed each day initialed by the Owner's representative.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect/Engineer and signed by the Owner and Architect/Engineer, 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 Architect/Engineer 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

Architect/Engineer 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 Architect/Engineer;
- .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 Work which shall be submitted without markup.
- .5 Costs of supervision and field office personnel directly attributable to the change shall be included in the change order overhead and profit, or part of the labor if performed as part of the Work of the change. All other costs for management and support personnel shall be incorporated as part of overhead and profit.

§ 7.3.4.1 The allowances for overhead, profit and bonds included, in the total cost to the Owner, shall be based on the following schedule:

- .1 For all work change order or construction change directive orders, the add for the Contractors' overhead and profit shall be fifteen percent for up to ten thousand dollars; and ten percent over ten thousand dollars.
- .2 Costs to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.
- .3 The Contractors' Overhead and Profit for work performed by subcontractor forces cost shall be limited to the total Subcontractor's invoice plus a markup of 5% for overhead and profit. Subcontractors will be required to submit hourly wage and material costs in accordance with the above definitions.
- .4 Wage Rates used in the calculation of Construction Change Directives and Change Orders shall be those obtained for this Project and in force at the time that the Agreement between the Owner and Contractor was executed. No other rates will be considered applicable to this Project.

§ 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 Architect/Engineer 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~~-If a Construction Change Directive is signed by the Contractor it 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 Architect/Engineer. 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, increase or decrease, 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 Architect/Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect/Engineer determines, in the Architect/Engineer's professional judgment, to be reasonably justified. The Architect/Engineer's 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 Architect/Engineer 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 Architect/Engineer will 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

~~§ 7.4.1 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 Architect 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 Architect 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.~~ Architect/Engineer has authority to order minor changes in the Work not involving adjustments in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor.

§ 7.4.2 Minor changes in the Work shall be affected by meeting memos, or an Architect/Engineer's Supplemental Instruction.

§ 7.4.3 The Work described therein shall be promptly executed in accordance with the Contract Documents. Proceeding with the Work indicates the Contractor's acknowledgement that there will be no change in the Contract Sum or Contract Time.

§ 7.4.4 If the Contractor concludes that the Work described therein requires an adjust to his Contract Sum, or of the Contract Time, the Contractor shall promptly notify Architect/Engineer and Owner and shall issue a fully itemized proposal within three (3) working days. When it is deemed by the Architect/Engineer and Owner that the Work alters the Contract Sum or Contract Time, the Work shall not be executed without Change Order signed by Architect/Engineer and Owner. Failure to issue a proposal or written notification to the Architect/Engineer and Owner within the appropriate time frame shall indicate the Contractor's acknowledgement that there will be no change in the Contract Sum or 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~~ stated in the Notice to Proceed. It shall not be postponed by the failure of the Contractor or of persons or entities for whom the Contractor is responsible.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect/Engineer 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 or Architect/Engineer, of an employee of either, or of a Separate Contractor; (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/Engineer determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect/Engineer 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.~~ Extensions of time shall be the sole recourse for delays and shall not act as an entitlement for damages or increase in Contract Sum and owing the Contractor for said delays.

§ 8.3.4 The Contractor hereby expressly warrants and represents that he shall make no claim for increased costs, charges, expenses or damages against the Owner for any delays or hindrances experienced in the performance of the Work, whether caused by an act or omission of Owner or from any cause whatsoever. In the event completion of any portion of the Work is delayed through no fault or neglect of the Contractor the project completion date may be extended at no additional cost to the Owner, in the Owner's sole discretion, as further provided herein

§ 8.3.5 The Contractor shall promptly report to the Project Coordinator, Architect/Engineer, and Owner any delays or anticipated delays as soon as he, or any of his supervisory employees, become aware of the same, and Contractor's estimate and basis of it as to probable duration of delay.

§ 8.3.6 In the event that the Contractor decides to claim any extension of time as a result of delays, the Contractor shall submit to the Project Coordinator a written Time Impact Analysis illustrating the influence of each delay on the construction schedule completion date. Each Time Impact Analysis shall include a network analysis demonstrating how the Contractor proposes to incorporate the delay into the detailed progress schedule. Additionally, the analysis shall demonstrate the time impact based on the date the delay occurs, the status of construction at that point in time, and the event time computation of all affected activities. The Time Impact Analysis shall also include a concise narrative stating the cause(s) of the delay and action taken or proposed to minimize or eliminate the delay. Each Time Impact Analysis shall be submitted by the Contractor within fifteen (15) days after a delay occurs unless a longer period is requested, with sufficient justification, by the Contractor and approved, in writing, by the Owner. In cases where the contractor does not submit a Time Impact Analysis for a specific delay within the specified period of time, then it is mutually agreed that the particular delay has no time impact on the contract completion date and no time extension is required.

§ 8.3.7 The Owner shall be the sole judge of whether any such extensions shall be granted. In the event that an extension of the Completion Date is granted, the Owner's right to Liquidated Damages, as stated in Section 9.11, shall be accrued as of the extended Completion Date.

§ 8.3.8 In no event shall Contractor be entitled to extra payment on account of any delay in the Work, regardless of whether the Owner elects to grant an extension of time to the Contractor.

§ 8.3.9 Notwithstanding any other provision contained in this Contract, and superseding any contrary term expressed herein, Contractor agrees that if in the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor or any other Contractor or Separate Contractor on the jobsite, Contractor will continue to perform the Contractor's Work required herein without interruption or delay.

- .1 In the event the Contractor fails to continue the performance of the Contractor's Work included herein, without interruption or delay, because of such picket or other form of labor dispute, Contractor shall be in default of its obligations under the Contract, and there upon, the Owner may terminate the services of Contractor after giving twenty-four (24) hours written notice of an intent to do so.
- .2 Additionally, should the Contractor be party to one or more labor agreements, he shall take all reasonable action to avoid any work stoppage and, in the event a work stoppage should occur, he shall, within twenty-four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project.
- .3 It is contemplated hereby that Contractor shall, if necessary, utilize to the fullest extent possible, all contractual provisions contained in Contractor's labor agreements which allow for the hiring of

replacement employees, should the hiring hall of the Contractor be unable or unwilling to meet the needs of the Contractor.

- 4 Contractor will not be required to violate labor agreements, but at the Owner's directive may be required to add additional hours, or manpower to avoid delays in the schedule at no additional cost to the Owner.

§ 8.4 Any delay attributable to the lack of coordination and cooperation by and between the Separate Contractors among themselves or their subcontractors will not be the basis for any claim for increase in any Contract Sum but shall be settled as provided in Section 15.1.7, or Article 21, AIA A107, Standard Form of Agreement Between Owner and Contractor. The Contractor hereby agrees to indemnify, defend and hold harmless Owner from and against any and all claims attributable to delays in completion of the Contractor's work caused by any other contractor and/or their subcontractors, employees and/or agents performing work at the project.

§ 8.5 As the Work covered under this Contract takes place at a working educational facility, no time extensions will be granted for any work, or Phases of work, that extend more than one week prior to the start of a new school calendar year.

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 Architect 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 Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect/Engineer, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.2 The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet. Each major item of work shall be further broken down into separate line items for work, subject to the Architect/Engineer's review and request for additional detail.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect/Engineer 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 or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents,~~ no later than the 25th day of each month for work of that month. Such application shall be notarized.

§ 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 Architect/Engineer, 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.

9.3.2.1 Materials Stored Onsite

Materials properly stored at the construction site may be included in the Contractor's application for payment, subject to the following conditions:

- .1 All materials shall be stored in strict compliance with the manufacturer's recommendations in secure, dry, and where appropriate, temperature controlled enclosures;
- .2 Contractor shall provide property insurance covering materials stored at the construction site to the extent that the Owner's property insurance does not provide coverage;
- .3 Contractor shall provide an accurate inventory of all materials included for payment with each application for payment. Contractor shall maintain the inventory until the materials are installed or otherwise incorporated into the Work; and
- .4 Payment for the materials stored on the construction site shall be limited to the actual invoiced cost to the Contractor, F.O.B. the construction site. Contractor shall warrant that all suppliers are promptly paid in full for all materials included for payments, and that materials are not encumbered by any lien, claim, or mortgage that would prevent the Owner from taking full possession of the materials. Contractor shall produce satisfactory evidence of same to Owner.

9.3.2.2 Materials Stored Offsite

Materials stored off the construction site shall not be included for payment in the Contractor's application for payment unless prior approval of the Owner has been obtained. Payment for materials stored off the construction site shall be subject to the conditions in Section 9.3.2.1 and the following additional conditions:

- .1 Contractor shall provide property insurance for the full cost of the materials stored off the construction site;
- .2 Contractor shall provide a bill of sale for the materials granting clear title for materials to the Owner;
- .3 Contractor shall provide waivers of liens when applicable, encumbrances, or claims relating to the bailment of the materials stored offsite, or as otherwise required by the Owner;
- .4 Contractor shall provide Owner all information necessary for the filing of any notices under the Uniform Commercial Code relating to the materials stored off the construction site as may be required by Owner;
- .5 The materials stored off the construction site shall be clearly and conspicuously labeled so as to identify Owner's title to the materials and shall be segregated and not commingled with other materials at the storage location;
- .6 Contractor shall pay all storage costs, shall be responsible for any damage or deterioration of the materials while in storage or in transit to the construction site, and shall pay the costs of inspection of the materials in storage by the Owner.
- .7 Contractor shall be responsible for and shall pay all costs of transportation of the materials to the construction site; and
- .8 Neither Owner's payment for materials stored off the construction site nor the transfer of title to Owner shall in any way reduce Contractor's liability for the complete installation and construction relating to said materials, the value of the materials, or liability under any performance bond provided for the Project.

§ 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.

§ 9.3.4 The Contractor warrants and certifies with the submission of each Application for Payment that he has or will supply the Owner, Wage Certifications that comply with the Secretary of Labor and Industry's requirements. The Contractor is to substantiate that all Wage Certificates have been received from all subcontractors. Failure to submit Wage Certificates will be deemed reason to withhold all or part of the Application for Payment and place the Contractor in default of the Contract. The Contractor, or the Contractor's subcontractor, who for any reason fails to provide Wage Certification, or who is found through the Department of Labor and Industry to be in noncompliance, will be considered in default of the Contract.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect/Engineer will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect/Engineer determines is properly due, and notify the Contractor and Owner of the Architect/Engineer'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 Contractor and Owner of the Architect/Engineer's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect/Engineer'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 entitled to payment in the amount certified. The foregoing representations 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 Architect/Engineer. However, the issuance of a Certificate for Payment will not be a representation that the Architect/Engineer 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-Sum~~; (5) notwithstanding any other required provisions of the agreement.

§ 9.4.2.1 No previous inspection or certificate of payment shall be held as an acceptance of defective work or materials or to relieve Contractor from the obligation to furnish sound materials and to perform good satisfactory work. The Architect/Engineer shall be the sole judge of the materials and work furnished.

§ 9.4.2.2 If the Architect/Engineer deems it inexpedient to correct defective work not otherwise performed or completed in strict accordance with the Contract Documents, the difference in value between such work and that of the work, materials and conditions as specified, together with a fair allowance for damage shall be deducted from the Contract price.

§ 9.4.3 Commonwealth Procurement Code empowers the Architect/Engineer to reject the reduction in Retainage if the Contractor is not making satisfactory progress, or there is a specific cause for greater withholding. The following are some of the items, but may not be the only criteria considered used to determine the acceptability of reduction in Retainage:

- .1 Satisfactory performance of the work.
- .2 Satisfactory maintenance of the project schedule.
- .3 Proper manning of the project.
- .4 Satisfactory completion of the work.
- .5 Satisfactory organization of the project.
- .6 Proper organization and coordination of the subcontractors.
- .7 Proper coordination with other Separate Contractors.
- .8 All defective work has been remedied or is in the process of being remedied.
- .9 Work completed is not in contention.
- .10 Satisfactory follow through of paperwork, change order proposals, or construction change directives.

- .11 Satisfactory payment to the subcontractors and suppliers.
- .12 Submission of Weekly Wage Certifications.

§ 9.4.4 Only after this request is received and approved in writing, may it be incorporated into the appropriate Applications for Payment.

§ 9.4.5 After the reduction in Retainage is approved, the Owner will pay 95% of the amount due the Contractor on account of monthly progress payments provided that the Architect/Engineer approves the Application for Payment,, the Contractor is making satisfactory progress and there is no specific cause for greater withholding until final payment is due.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect/Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect/Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect/Engineer is unable to certify payment in the amount of the Application, the Architect/Engineer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect/Engineer cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make such representations to the Owner. The Architect/Engineer 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 previously issued, to such extent as may be necessary in the Architect/Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from 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;
- .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; or
- .8 failure to comply with governmental statutes, regulations, and laws.

§ 9.5.1.1 The Architect/Engineer may withhold a Certificate for Payment if the Contractor's Application for Payment is incomplete. Reasons for incompleteness include

- .1 failure to sign Contractors' Construction Schedule or provide monthly updates of the Contractors' Construction Schedule;
- .2 failure to submit Wage Certification as required by Labor and Industry;
- .3 failure to submit shop drawings, product data, and other information as required by the submittal schedule;
- .4 failure to complete items on the punch list established at Substantial Completion; or
- .5 failure to submit Operation and Maintenance Manuals and Record Documents.

~~§ 9.5.2 When either party disputes the Architect/Engineer'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 withholds certification for payment under Section 9.5.1.3, 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 Contractor shall reflect such payment on its next Application for Payment.~~

§ 9.6 Progress Payments

§ 9.6.1 After the Architect/Engineer has issued a 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 Architect/Engineer.

§ 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. Contractor and each subcontractor shall comply with the payment obligations of Section 3933 of the Pennsylvania Commonwealth Procurement Act, 62 PA C.S. **§ 3933**.

§ 9.6.3 The Architect/Engineer 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 Architect/Engineer and Owner 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 nor Architect/engineer 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

9.7.1 If the Architect/Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen (14) days after 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 Architect/Engineer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect/Engineer, 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.

§ 9.7.2 The Contractor shall not stop the work or terminate the Contract if the Architect/Engineer should refuse to issue any certificate for payment pursuant to the provisions of Section 9.3, 9.4, 9.5, or 9.6.

§ 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 that the Owner can occupy in an acceptable condition, or utilize the Work for its intended use. A Certificate of use and Occupancy, or temporary certificate in lieu

of a Final Certificate of Use and Occupancy, does not necessarily constitute Substantial Completion for acceptance and use by the Owner. In no event will the Project, or designated portion of the Project, be certified as Substantially Complete until at least 95% of the Work of the Project, or designated portion of the Project, is completed to the satisfaction of the Architect/Engineer. Refer to Section 01 7000 – Closeout Procedures for additional Substantial Completion procedures.

§ 9.8.2 When the Contractor considers that the ~~Work, or a portion thereof which the Owner agrees to accept separately,~~ entire Work, or the Work of a separate Phase (as defined in Division 01 Section “Summary”, or on Phasing Drawings) is substantially complete, the Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of items to be completed or corrected ~~prior to final payment.~~ (punch list) along with an application by the Contractor for Certification of Substantial Completion by the Architect/Engineer. The Contractor shall proceed to promptly complete and correct items on the list. 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.

§ 9.8.2.1 In accordance with Pennsylvania State law, items not completed or corrected at the time of Substantial Completion shall have a value of 150% of their worth (as determined by the Architect/Engineer) affixed to them and this amount withheld from any payment due to the Contractor until the items are completed or corrected.

§ 9.8.3 Upon receipt of the Contractor’s list, ~~the Architect 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 Contractor’s 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 to determine Substantial Completion.~~ list and request for Substantial Completion inspection, the Architect/Engineer and/or the Owner will either proceed with the inspection or notify the contractor of prerequisites yet to be satisfactorily addressed.

§ 9.8.3.1 Following the initial Substantial Completion inspection, the Architect/Engineer will either prepare a Certificate of Substantial Completion or will advise the Contractor of work that must be performed before the certificate can be issued. Results of the completed inspection will form the initial “punch list” for the portion of the work completed. The punch list will be created by the Architect/Engineer with input from the Owner, and any sub-consultants of the Architect/Engineer, and distributed to the contractor within seven days of the inspection. The punch list will identify separately those items that are required for the Owner to utilize the work or designated portion thereof for its intended use. The Contractor shall complete or correct those items before issuance of the Certificate for Substantial Completion. In such case, the Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion. If the Architect/Engineer or any of its subconsultants are required, because of the Contractor’s inability to complete these items, to make more than one follow-up inspection, then according to Section 12.2.1, the Contractor will be responsible for such costs. The Owner will back charge the Contractor for such additional costs and deduct the amount from the retainage or Application for Payment.

§ 9.8.3.2 The remaining work items on the punch list, which are not required for substantial completion, must be completed within 30 days of issuance of the punch list or be subject to liquidated damages.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect/Engineer will prepare 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.~~ Final Payment.

§ 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 shall prepare and submit a list to the Architect/Engineer 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/Engineer.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect/Engineer 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 receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will promptly make such inspection. When the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's 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 Architect/Engineer's final 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.

§ 9.10.1.1 The Architect/Engineer will perform no more than one (1) final inspection and one (1) reinspection to determine whether the Work, or a designated portion thereof, has attained Final Completion in accordance with the Contract Documents. The Owner will be entitled to seek reimbursement from the Contractor for the costs of additional reinspection's made by the Architect/Engineer. Refer to Specification Section 01 7000 – Closeout Procedures for additional Final Completion procedures.

§ 9.10.1.2 The Architect/Engineer shall make final inspection within thirty (30) days following receipt of the Contractor's request for final inspection and final Application for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect/Engineer (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 Architect/Engineer so confirms,

the Owner shall, upon application by the Contractor and certification by the Architect/Engineer, 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/Engineer 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~~-payment;
- .5 terms and/or breach of any warranties, expressed or implied, made by Contractor under applicable law or as required under the Contract Documents;
- .6 matters arising following such payment which were not within the reasonable contemplation of Owner when payment was made.

§ 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.~~ Except as provided under Section 9.5.1 and 9.10.2 and sections relating to retainage, if the Work is completed the Architect/Engineer shall issue a certificate of completion and a final certificate for payment and the Owner shall make payment in full within 45 days thereafter.

§ 9.11 Liquidated Damages

§ 9.11.1 Actual damages for delay in the time of completion are impossible of determination, thus, said sum is a measure only of liquidated damages the Owner will sustain for each delay and shall not be construed as a penalty. Accordingly, the Contractor and the Contractor's Surety shall be liable for, and shall pay to the Owner as fixed, agreed and liquidated damages, the sum indicated for each calendar day which the actual time of completion shall be delayed beyond the time of completion indicated on the schedule of completion included as part of the Contract Documents and Form of Agreement. All areas are scheduled to be substantially completed on or before the date as indicated on the Contract Documents and on the Form of Agreement. The Contractor and the Contractor's Surety shall also be liable for failure to correct "Punch List" items within the time limit indicated.

§ 9.11.2 The actual time of completion shall be the date upon which the work reaches Substantial Completion in accordance with provisions of the Contract Documents.

§ 9.11.3 The Owner shall have the right to deduct the total amount of any fixed, agreed and/or liquidated damages for which the Contractor may be liable from any moneys otherwise due to the Contractor under the contract, including any retained percentage which may be under the control of the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

~~The Contractor~~ All Contractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. safety programs in connection with the Work. All of the Contractor's and subcontractor's employees shall have all the necessary certifications to be at the public school facility in accordance with applicable law and Section 01 4100 – Regulatory Requirements.

§ 10.1.1 Asbestos

- .1 If any asbestos containing materials or materials that are believed to contain asbestos are encountered by a Contractor during the Work, the Contractor should immediately notify the Owner and the Architect/Engineer.
- .2 The Owner will make necessary measures to have the material tested, then removed if deemed to be asbestos-containing material.
- .3 If materials are found not to contain asbestos then the Contractor shall continue with the originally scheduled work.

§ 10.1.2 Neither the Owner nor the Architect/Engineer will be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.

§ 10.1.3 Neither the professional activities of the Architect/Engineer, nor the presence of the Architect/Engineer or the Architect/Engineer's employees and sub-consultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect/Engineer and Architect/Engineer's personnel have no authority to exercise any control over any construction contractor or other entity of their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner, the Architect/Engineer and the Architect/Engineer's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

§ 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; and
- .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.
- .4 work of other Separate Contractors on site.

§ 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, and 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 and 10.2.1.3. 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 or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either 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 and Architect/Engineer.

§ 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.

§ 10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations of the fire insurance company carrying insurance on the Work, or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean and all combustible rubbish shall be promptly removed from the Project site.

§ 10.2.10 The Contractor shall at all times protect excavations, trenches, buildings, and materials from rainwater, groundwater, back up or leakage of sewers, drainage, or other piping, and from water of any other origin and shall remove any accumulation of water promptly. Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.11 The Contractor shall take precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether forming part of the Work or located in those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner located in such areas and shall reimburse the Owner for any such loss, damage or injury, including Owner's deductible on Builder's Risk, except such as may be directly caused by agents or employees of the Owner.

§ 10.2.12 The Contractor shall conform to requirements of the Federal Occupational Safety and Health Act, and the Construction Safety Code. The requirements of the State, Local and Association Codes shall apply where they are equal to or more restrictive than the requirements of the Federal Act.

§ 10.2.13 The Contractor shall follow best practices for preventing the formation of mold in the Project. If mold becomes present in finished work, remediation shall be performed by mold remediation experts hired by the Contractor.

§ 10.2.14 The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. He shall replace all such materials and equipment which may be lost, stolen or damaged at its expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.

§ 10.2.15 The Contractor shall submit Material Safety Data Sheets (MSDS) to the Project Coordinator for all material to be used on site and prior to material being brought on site. The Project Coordinator shall maintain Material Safety Data Sheets and make them available or inspection to everyone as required by law.

§ 10.2.16 The Contractor shall hold weekly safety meetings to provide for the safeguarding of persons and property. The Contractor shall record minutes of the meetings and submit copies to the Owner on a weekly basis for record.

§ 10.2.17 The Contractor shall provide the Owner, at the initial project meeting, a written safety program and hazard communication program as required by OSHA.

§ 10.3 Hazardous Materials and Substances

§ 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 and Architect/Engineer of the condition. In the event the Contractor encounters on the site material reasonably believed to be asbestos or PCB or other hazardous or toxic substance which has not been rendered harmless, the Contractor shall immediately stop the Work in the affected area and report the condition to the Owner and Architect/Engineer in writing. The Work in the affected areas shall not be resumed, if in fact the material is asbestos or PCB or other hazardous or toxic substance and has not been rendered harmless except as authorized by any government agency having jurisdiction over such matter (e.g.

DEP, EPA...) and upon written recommendation of properly licensed environmental consultant retained by Owner. The Work in the affected areas shall be resumed in the absence of asbestos, PCB, hazardous, or toxic substance, or when it is rendered harmless and removed. The Contract Time may be extended appropriately. Contractor shall not be entitled to any compensation or recovery of any damages in connection with any delay, as more fully set forth in Section 8.3.3.

§ 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 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 and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor 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. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect/Engineer, Architect/Engineer'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 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.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, 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 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. The Owner shall not be responsible under this Section 10.3 for 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 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.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 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.

§ 10.3.5 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. 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 indemnify the Contractor for all cost and expense thereby incurred.

§ 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.

§ 10.5 Contractor's Obligations

§ 10.5.1 The Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work until same shall have been completed and accepted by the Owner. The Contractor agrees to indemnify, defend and save harmless the Owner, and Architect/Engineer from all suits and claims for damages, loss or injury to persons or property received or sustained from the Contractor or his agents in the performance of the work under his contract. The indemnification and save harmless provision does not limit the Architect/Engineer's Liability in matters concerning design and professional responsibility. The Contractor must properly protect all adjacent work during the progress of construction and make good all damage that may occur to any work herein specified or to adjacent property in consequence of the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.

§ 10.5.2 The Work in every respect shall be under the care of the Contractor and at his risk, he shall properly safeguard against any or all injury or damage to the public, to any property, materials, or thing, except where stipulated otherwise in the specifications, and also be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected therewith. He shall indemnify and save harmless the Owner, and Architect/Engineer from all claims, suits, damages, actions or law, in equity or otherwise, (including the cost of defense thereof which shall be assumed by the Contractor) or any kind whatsoever in connection with this work and agreement and shall, if required, show evidence of settlement of any such action before final payment is made hereunder by the Owner.

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. Documents, and to which the Owner has no reasonable objection. 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, 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. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 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.~~ The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract

Documents, governing municipality, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 The During the term of the Contract, and for the Completed Operations Liability and Excess Liability for one year after the completion of the Work, the Contractor and each subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the owner.

The minimum amounts of coverage shall be as follows or greater where required by law:

- A. Worker's Compensation
- | | |
|---------------------------------------|-----------|
| 1. Worker's Compensation – Coverage A | Statutory |
| 2. Employer's Liability – Coverage B | |
| a. Each Accident | \$100,000 |
| b. Disease – Policy Limit | \$500,000 |
| c. Disease – Each Employee | \$100,000 |
- B. Comprehensive General Liability including coverage for premises, operations, independent contractors, elevators, contractual liability, products, completed operations, Broad Form property damage, explosion, collapse and underground property damage, personal injury. No deductible permitted. Coverage amount is aggregate limit per project.
- | | |
|--|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Products/Completed Operations Aggregate | \$1,000,000 |
| 3. Personal/Advertising Injury | \$1,000,000 |
| 4. General Aggregate | \$2,000,000 |
- C. The policy shall be endorsed to have the General Aggregate apply to this project only.
- D. Comprehensive Automobile Liability Insurance including coverage for owned, non-owned and hired autos, Bodily Injury, Property Damage, Basic First Party Benefits and Uninsured/Underinsured Motorists coverage as required by Law. Coverage amount limit shall be a minimum of one million dollars (\$1,000,000.00), combined single limit, each occurrence.
- E. Excess (Umbrella) Liability Insurance:
1. Bodily Injury and Property Damage following the form of the aforementioned Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability. Coverage amount limit shall be a minimum of five million dollars (\$5,000,000.00) Bodily Injury and Property Damage combined. No deductible. No "gaps" between primary and excess.
 2. The Owner shall be named as Certificate Holder. The Owner and Architect/Engineer shall be named as Additional Insured under this policy for this Project.

Contractor shall submit evidence of required insurance coverage on ACORD25 form "Certificate of Insurance" which shall be modified to state "all policies of insurance shown on this form will not be cancelled or materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Owner, Architect, Engineer, and to each additional insured".

Language such as "will endeavor to mail..." or "but failure to mail...shall impose no obligation or liability...upon the company, its agents or representative..." is not acceptable within the Cancellation Clause.

§ 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.~~ Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to

the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within ~~three (3)~~ thirty (30) 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 to the Owner 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.

§ 11.1.5 Certificates called for herein shall be furnished in duplicate and shall specifically set forth evidence of all coverage required by Sections 11.1.1 and 11.1.2 and the Contractor shall furnish to the Owner copies of all endorsements that are subsequently issued. Contractor shall furnish to the Owner and Architect/Engineer written notice as evidenced by return receipt of registered mail any endorsements, reductions or cancellations that are subsequently issued amending coverage or limits.

§ 11.1.6 ~~The Owner will provide standard Builders Risk Insurance.~~

§ 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.~~

§ 11.2.1 The Owner will provide standard Builders Risk Insurance. The Contractor's deductible will be in accordance with the policy in affect at the time of the Contract Phase One start date. The Owner will furnish a copy to the Contractor upon written request.

§ 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 the Contractor 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)~~ thirty (30) 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 to the Contractor 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.

§ 11.2.4 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis less per event deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2.5 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect/Engineer's and Contractor's services and expenses required as a result of such insured loss.

§ 11.2.6 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.2.7 This property insurance shall cover portions of the Work stored off the site, after written approval of the Owner is granted and a value established for the value of that property, and also portions of the Work in transit.

§ 11.2.8 Rebuilding, replacement, or repair after any loss shall be performed promptly by the Contractor without awaiting the collection of the proceeds of insurance or the determination of the distribution thereof. The occurrence of a loss by fire or other casualty shall in no way relieve the Contractor from the responsibility of completing his portion of the Work in accordance with the Contract.

§ 11.2.9 If the Contractor requests in writing that insurance for risks other than those described herein, or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 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 Architect/Engineer and Architect/Engineer's consultants; and (3) 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 Architect/Engineer, Architect/Engineer's consultants, 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 and Architect 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 Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the 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.

§11.6 Performance Bond and Payment Bond

§11.6.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Bonds must be obtained through a source acceptable to the Owner and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

§11.6.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney, Surety or Attorney-in-fact executing the required bonds shall be organized and existing under the laws of the Commonwealth of Pennsylvania and are held and firmly bound unto West Chester Area School District in the full and just sum of 100% Contract Sum.

§11.6.3 If any surety makes any assignments for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the Owner is insolvent, the Contractor shall immediately furnish and maintain another surety satisfactory to the Owner.

§11.6.4 The bonds shall be dated on or before the date of the Contract.

§11.6.5 All insurance and bonds required pursuant to Article 11 and the Contract Documents must be issued by insurance providers that are licenses and authorized to conduct business in the Commonwealth of Pennsylvania. Insurance carriers and Sureties of whom the Contractor has purchased coverage are to have an "A-" or better rating, plus a financial rating of "VI" or better with the A.M. Best's Company Rating Guide – latest edition.

§11.6.6 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.

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 Architect/engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's 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 Architect/Engineer has not specifically requested to examine prior to its being covered, the Architect/Engineer 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 or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect/Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 Architect/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.1 All items called for by the Contract Documents to be installed, supplied, or otherwise incorporated into the Project, but which at the time of inspection are found not to be in compliance with the Contract Documents, shall be considered punch list items. It shall be clearly understood that "Punch List" items and "Maintenance" items are different categories. All items, which at any time after completion inspection are found to be in compliance with the Contract Documents, shall be considered maintenance items to be corrected by the Contractor under the one-year warranty terms of the Contract.

§ 12.2.1.2 Work that is rejected or fails to conform to the requirements of the Contract Documents, that requires any review, research, recommendation, meetings or direction by the Architect/Engineer, any of his consultants in order to substantiate same or to approve remedies or alternate solution will be subject to Section 12.1.1. The Architect/Engineer will be compensated for such additional work at standard prevailing rates by the Owner. The Owner will duly back charge the Contractor for such additional costs and deduct same from retainage or subsequent Application for Payment.

§ 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 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.

§ 12.2.2.4 The obligation under this Section 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Nothing contained in this section shall decrease the liability of Contractor and/or Surety as set forth in the Performance Bond.

§ 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.

§ 12.2.3.1 If the Contractor fails to correct non-conforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.5. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the Architect/Engineer, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay for costs of such removal and storage within ten (10) days written notice, the Owner may upon ten (10) additional days' notice sell such materials and equipment at auction or private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect/Engineer's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments entered thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference due the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate 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 shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

§ 13.1.1 The Contract shall be governed by the laws of the Commonwealth of Pennsylvania.

§ 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, Architect/Engineer, 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 Architect timely notice of when and where tests and inspections are to be made so that the 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. Where Specifications require testing by an independent testing laboratory, the Owner will retain and pay for the services of a testing laboratory. The Contractor shall be responsible for coordinating the scheduling of all tests with the testing laboratory. Reports will be delivered to the Owner, Architect/Engineer and Contractor simultaneously.

§ 13.4.2 Other tests, inspections and approvals of portions of the Work required by the laws, ordinances, rules, regulations or orders of public authorities or municipalities having jurisdiction shall be made at an appropriate time. The Contractor shall make arrangements for such tests, inspections and approvals with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall be solely responsible for such tests. The Contractor shall give the Owner and Architect/Engineer timely notice of when and where tests and inspections are to be made so the Architect/Engineer may observe such procedures.

§ 13.4.3 If the Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.4 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 Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.5 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 Architect/Engineer.

§ 13.4.6 If the Architect/Engineer is to observe tests, inspections, or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.7 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, Work under direct or indirect contract with the Contractor, 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 Architect/Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, 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'~~ days' notice to the Owner and Architect/Engineer, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and~~ 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 or entities 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 and the Architect/Engineer, 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;~~ materials, or to increase working hours, or to increase the number of working days per week in order to keep up with the Contractors' Construction Schedule;
- .2 fails to make payment to Subcontractors or suppliers for materials and/or labor 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.~~ Documents;
- .5 if the Contractor is adjudged bankrupt or files for bankruptcy or credit protection under the laws of this United States. Contractor shall provide Owner thirty (30) days written notice before filing.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect/Engineer 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~~ Activate the Surety's 45-day period within which the Surety shall staff the Project with a new Contractor and sufficient resources to maintain the Contractor's Construction Schedule;
- .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 Architect/Engineer'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 be certified by the ~~Initial Decision Maker~~, Architect/Engineer upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If the Owner terminates the Contract with the Contractor and it is determined that the Contractor has forfeited the Performance Bond, the Owner will not approve the bonding company's use of the Terminated Contractor to complete the Project.

§ 14.2.6 In the event the Owner terminates the Contract for cause, and such cause was determined to be valid and justified in addition, and without prejudice to all other rights, remedies, and relief which the owner may obtain under this Agreement and pursuant to the law, the Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorneys' fees, architectural/engineering and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Owner may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action). This provision shall create no rights to the Contractor or to any other person or entity for payment of such costs or expenses.

§ 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 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 the Contract.~~ Contractor shall suspend the progress of the Work, or any part thereof, for the operational necessity or convenience of the Owner whenever he shall be required by written order of the Owner. Such suspensions shall be for such reasonable periods of time as the Owner may order; provided that, in the event of such Suspension(s) of the progress of Work or any part thereof, the Completion Date of the Work so suspended or delayed by such Suspension(s) shall be extended by the Owner for a period equivalent to the time lost by reason of such Suspension(s). Such order of the Owner will not otherwise modify, or invalidate in any way, any of the other provisions of the Contract, and the Contractor shall not be entitled to any damages or compensation from the Owner, except as otherwise provided in the Contract Documents, on account of such delay(s) or Suspension(s).

§ 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.

§ 14.4.1.1 Termination by the Owner under this Section shall be by Notice of Termination delivered to the Contractor specifying the extent of the termination and the effective date.

§ 14.4.2 Upon receipt of notice from the Owner of such termination (pursuant to Section 14.4) for the Owner's convenience, the Contractor ~~shall~~ 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; and
- 4 proceed to complete the performance of the Work not terminated.

§ 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 on the same basis provided in Section 14.1.3.

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 Architect/Engineer. ~~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~~ ten (10) days after occurrence of the event giving rise to such Claim or within ~~21~~ ten (10) 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~~ Architect/Engineer 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. The Architect Engineer will prepare Change Orders and issue Certificates for Payment in accordance with those decisions.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the ~~Initial Decision Maker's~~ Architect/Engineer's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect/Engineer will issue Certificates for Payment in accordance with ~~the decision of the Initial Decision Maker~~ those decisions.

§ 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.~~ Submission of a time impact analysis per Section 8.3.6 will be required to illustrate delay claim by Contractor and the delay's effect on the Contractor's Construction Schedule.

§ 15.1.6.2 ~~If adverse~~ Adverse weather conditions are ~~the not an acceptable 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 time.~~

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor ~~and Owner waive Claims against each other~~ waives Claims against the Owner 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 Contract, including but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of the personnel stationed there, for losses of financing, rental expenses, loss of use, business and reputation, and for loss of profit, except for anticipated profit arising directly from the Work.

§ 15.1.7 Claims Against Separate Contractors

§ 15.1.7.1 Should the Contractor cause, or allow to be caused, damage to any persons, property, or Work of another Contractor working on this Project, he shall upon due notice from Owner, Architect/Engineer, or other party to the damage, arrange for prompt and amicable settlement. It is agreed by all parties such disputes shall not delay completion of the Work, nor cause claims against the Owner. Work shall be continued by party claiming damage at this expense, subject to damages as may be obtained by due course of the law.

~~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.~~ § 15.1.7.2

Should Contractor, either itself or by its subcontractor or subcontractors or their respective agents, servants or employees, cause damage or injury to the property or work of any other Contractor, or by failing to perform its work (including work of its subcontractor or subcontractors) with due diligence, delay any other Contractor which suffers additional expense or damage as a result, the parties involved in such disputes shall settle by agreement or arbitrate said claim, dispute, or disputes by referring same to Pennsylvania Uniform Arbitration Act, 42 Pa CSA 7301. Dispute or disputes shall be determined pursuant to Pennsylvania Uniform Arbitration Act, 42 Pa CSA 7301. It is agreed by parties that disputes or actions between Separate Contractors concerning additional expense or damage will not delay completion of Work, which will be continued by the parties, subject to rights herein before provided. It is agreed by parties to Contract (Owner as promisee or Contractor as promisor) that intent of clause is to benefit other Contractors on the project or related projects and to serve as an indication of mutual intent of Owner and Contractor that this clause raise such other Contractors to the status of third party beneficiaries only as to terms and conditions of Sections 6.2.3, 6.2.4, and 6.2.5. Contractor agrees Sections 6.2.3, 6.2.4, and 6.2.5 are provided as a benefit to Contractor and, they specifically exclude claims against Owner for delay or other damages.

§ 15.1.7.3 Contractor agrees that claims, disputes and other matters in question between other Separate Contractors, which arise out of, or are related to this contract or breach thereof, as provided in Section 6.2.5, shall be settled by agreement or resolved by arbitration, in accordance with Pennsylvania Uniform Arbitration Act, 42 Pa CSA 7301, then in effect, unless parties mutually agree otherwise. This agreement to arbitrate is in consideration of fact that other Contractors agree to this same arbitration provision, as provided in each separate Contract required for construction of this project, and is specifically enforceable under prevailing arbitration law. Award rendered by arbitrators shall be final, and judgement may be entered upon it in accord with applicable law in any court having jurisdiction. Owner shall not be a party to this arbitration.

§ 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~~ Architect/Engineer for initial decision. ~~The Architect 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~~ Architect/Engineer, the party asserting the Claim may ~~demand mediation and binding dispute resolution without a decision having been rendered~~ make a claim in accordance with Article 15. Unless the ~~Initial Decision Maker~~ Architect/Engineer and all affected parties agree, the ~~Initial Decision Maker~~ Architect/Engineer will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect/Engineer 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~~ Architect/Engineer is unable to resolve the Claim

if the ~~Initial Decision Maker~~ Architect/Engineer lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker~~ Architect/Engineer concludes that, in the ~~Initial Decision Maker's~~ Architect/Engineer's sole discretion, it would be inappropriate for the ~~Initial Decision Maker~~ Architect/Engineer to resolve the Claim.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker~~ Architect/Engineer 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~~ Architect/Engineer in rendering a decision. The ~~Initial Decision Maker~~ Architect/Engineer may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the ~~Initial Decision Maker~~ Architect/Engineer 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~~ Architect/Engineer when the response or supporting data will be furnished, or (3) advise the ~~Initial Decision Maker~~ Architect/Engineer that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker~~ Architect/Engineer will either reject or approve the Claim in whole or in part.

§ 15.2.5 The ~~Initial Decision Maker~~ Architect/Engineer will render an initial decision approving or rejecting the Claim, or indicating that the ~~Initial Decision Maker~~ Architect/Engineer is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties ~~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. 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.

~~§ 15.2.6.1 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 after 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. Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract, or breach thereof, shall be exclusively litigated in the Court of Common Pleas of Chester County, Pennsylvania and shall not be subject to arbitration. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing the Contractor shall proceed diligently with the performance of the Work so as to avoid delay in the Contractors' Construction Schedule.

~~§ 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

Disputes arising out of or related to the Contract will not be subject to resolution by mediation. All disputes not settled between the parties will be litigated in the Court of Common Pleas of Chester County, Pennsylvania.

~~§ 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.

§ 15.4 Arbitration

Disputes arising out of or related to the Contract will not be subject to resolution by arbitration. All disputes not settled between the parties will be litigated in the Court of Common Pleas of Chester County, Pennsylvania.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



SECTION 00 7346 - WAGE DETERMINATION SCHEDULE

GENERAL

DOCUMENT INCLUDES

Pennsylvania Prevailing Wage Rates.

RELATED DOCUMENTS

General and Supplementary Conditions of the Contract.

Section 01410 - Regulatory Requirements

PRODUCTS (NOT USED)

EXECUTION

WAGE RATES

See attached Prevailing Wage Rate predetermination for rates. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefore in the locality in which public work is performed, are made part of this Specification.

END OF DOCUMENT

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BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	Hillsdale Elementary School Additions & Renovations
General Description:	The project at Hillsdale Elementary School involves significant additions and renovations. The existing building, with a 37,390 sq. ft. first floor and a 34,910 sq. ft. second floor, will undergo comprehensive interior renovations. This includes the construction of new interior partitions, installation of new doors, hardware, flooring, paint, casework, and ceilings. Additionally, the HVAC, plumbing, electrical, and technology infrastructure systems throughout the building will be completely replaced. Renovated spaces will include classrooms, small group rooms, specialty classrooms, a gymnasium/cafeteria, a kitchen, as well as administrative and support areas. The scope of work also includes extensive site improvements, such as parking lot and driveway reconstruction, and the installation of two new roofing systems for both the existing building and new additions. Three building additions are part of this project: A 6,000 sq. ft. four-classroom addition on the first floor. A 1,000 sq. ft. storage addition off the gymnasium. An 820 sq. ft. addition at the main entrance.
Project Locality	West Chester, PA
Awarding Agency:	West Chester Area School District
Contract Award Date:	1/27/2025
Serial Number:	24-08441
Project Classification:	Building/Highway
Determination Date:	9/18/2024
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: 24-08441 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/1/2023		\$57.84	\$43.36	\$101.20
Asbestos & Insulation Workers	5/1/2024		\$59.37	\$46.03	\$105.40
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
Cement Masons	5/1/2024		\$46.70	\$32.46	\$79.16
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
Drywall Finisher	5/1/2024		\$42.25	\$32.56	\$74.81
Electricians	5/29/2023		\$49.24	\$36.04	\$85.28
Electricians	6/3/2024		\$50.17	\$38.87	\$89.04
Electricians	6/2/2025		\$52.71	\$40.07	\$92.78
Electricians	6/1/2026		\$55.25	\$41.28	\$96.53
Elevator Constructor	1/1/2023		\$66.21	\$43.64	\$109.85
Elevator Constructor	1/1/2024		\$68.97	\$44.70	\$113.67
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
Glazier	5/1/2024		\$48.00	\$37.50	\$85.50
Interior Finish	5/1/2023		\$34.60	\$25.80	\$60.40

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-08441 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Bridge, Structural, Ornamental, Precast)	1/1/2023		\$50.70	\$39.51	\$90.21
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Riggers)	7/1/2024		\$44.64	\$34.39	\$79.03
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Iron Workers (Rodman/Reinforcing)	7/1/2024		\$47.70	\$34.77	\$82.47
Laborers (Class 01 - See notes)	5/1/2023		\$34.60	\$25.80	\$60.40
Laborers (Class 01 - See notes)	5/1/2024		\$35.85	\$26.00	\$61.85
Laborers (Class 02 - See notes)	5/1/2023		\$37.95	\$27.30	\$65.25
Laborers (Class 02 - See notes)	5/1/2024		\$39.40	\$27.55	\$66.95
Laborers (Class 03 - See notes)	5/1/2023		\$35.02	\$25.98	\$61.00
Laborers (Class 03 - See notes)	5/1/2024		\$36.27	\$26.18	\$62.45
Laborers (Class 04 - See notes)	5/1/2023		\$35.02	\$25.98	\$61.00
Laborers (Class 04 - See notes)	5/1/2024		\$36.27	\$26.18	\$62.45
Laborers (Class 05 - See notes)	5/1/2023		\$34.60	\$25.50	\$60.10
Laborers (Class 05 - See notes)	5/1/2024		\$35.85	\$26.00	\$61.85
Landscape Laborer	5/1/2023		\$29.45	\$23.98	\$53.43
Landscape Laborer	5/1/2024		\$30.70	\$24.23	\$54.93
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	5/1/2023		\$35.02	\$25.98	\$61.00
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 01 - See Notes)	5/1/2024		\$53.36	\$33.65	\$87.01
Operators (Building, Class 01 - See Notes)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators (Building, Class 01A - See Notes)	5/1/2023		\$55.20	\$33.70	\$88.90
Operators (Building, Class 01A - See Notes)	5/1/2024		\$56.37	\$34.53	\$90.90
Operators (Building, Class 01A - See Notes)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators (Building, Class 02 - See Notes)	5/1/2023		\$51.95	\$32.74	\$84.69
Operators (Building, Class 02 - See Notes)	5/1/2024		\$53.11	\$33.58	\$86.69
Operators (Building, Class 02 - See Notes)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators (Building, Class 02A - See Notes)	5/1/2023		\$54.97	\$33.61	\$88.58
Operators (Building, Class 02A - See Notes)	5/1/2024		\$56.13	\$34.45	\$90.58
Operators (Building, Class 02A - See Notes)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators (Building, Class 03 - See Notes)	5/1/2023		\$47.87	\$31.53	\$79.40
Operators (Building, Class 03 - See Notes)	5/1/2024		\$49.03	\$32.37	\$81.40
Operators (Building, Class 03 - See Notes)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		\$51.34	\$34.06	\$85.40

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-08441 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 04 - See Notes)	5/1/2023		\$47.57	\$31.44	\$79.01
Operators (Building, Class 04 - See Notes)	5/1/2024		\$48.73	\$32.28	\$81.01
Operators (Building, Class 04 - See Notes)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators (Building, Class 05 - See Notes)	5/1/2023		\$45.85	\$30.93	\$76.78
Operators (Building, Class 05 - See Notes)	5/1/2024		\$47.00	\$31.78	\$78.78
Operators (Building, Class 05 - See Notes)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators (Building, Class 06 - See Notes)	5/1/2023		\$44.85	\$30.65	\$75.50
Operators (Building, Class 06 - See Notes)	5/1/2024		\$46.02	\$31.48	\$77.50
Operators (Building, Class 06 - See Notes)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators (Building, Class 07A- See Notes)	5/1/2023		\$63.33	\$37.68	\$101.01
Operators (Building, Class 07A- See Notes)	5/1/2024		\$64.80	\$38.61	\$103.41
Operators (Building, Class 07A- See Notes)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators (Building, Class 07B- See Notes)	5/1/2023		\$63.04	\$37.59	\$100.63
Operators (Building, Class 07B- See Notes)	5/1/2024		\$64.50	\$38.53	\$103.03
Operators (Building, Class 07B- See Notes)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters Class 1 (see notes)	5/1/2023		\$42.32	\$32.91	\$75.23
Painters Class 1 (see notes)	5/1/2024		\$42.97	\$34.11	\$77.08
Painters Class 4 (see notes)	5/1/2023		\$44.41	\$32.91	\$77.32
Painters Class 4 (see notes)	5/1/2024		\$45.06	\$34.11	\$79.17
Plasterers	5/1/2023		\$39.32	\$32.64	\$71.96
Plasterers	5/1/2024		\$39.88	\$33.08	\$72.96
plumber	5/1/2023		\$64.73	\$37.61	\$102.34
plumber	5/1/2024		\$67.53	\$38.31	\$105.84
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 (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	5/1/2023		\$57.31	\$48.97	\$106.28
Sheet Metal Workers	5/1/2024		\$59.22	\$50.56	\$109.78
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22
Steamfitters	5/1/2023		\$67.37	\$41.99	\$109.36
Steamfitters	5/1/2024		\$70.32	\$43.09	\$113.41

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

Project: 24-08441 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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)	5/1/2023		\$36.29	\$21.55	\$57.84
Truckdriver class 1(see notes)	5/1/2024		\$36.79	\$22.54	\$59.33
Truckdriver class 2 (see notes)	5/1/2023		\$36.39	\$21.55	\$57.94
Truckdriver class 2 (see notes)	5/1/2024		\$36.89	\$22.54	\$59.43
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-08441 - 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, Ornamental, Precast)	1/1/2023		\$50.70	\$39.51	\$90.21
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - See notes)	5/1/2022		\$36.30	\$27.20	\$63.50
Laborers (Class 01 - See notes)	5/1/2023		\$37.55	\$27.45	\$65.00
Laborers (Class 01 - See notes)	5/1/2024		\$38.80	\$27.65	\$66.45
Laborers (Class 02 - See notes)	5/1/2022		\$36.50	\$27.20	\$63.70
Laborers (Class 02 - See notes)	5/1/2023		\$37.75	\$27.45	\$65.20
Laborers (Class 02 - See notes)	5/1/2024		\$39.00	\$27.65	\$66.65
Laborers (Class 03 - See notes)	5/1/2022		\$36.50	\$27.20	\$63.70
Laborers (Class 03 - See notes)	5/1/2023		\$37.75	\$27.45	\$65.20
Laborers (Class 03 - See notes)	5/1/2024		\$39.00	\$27.65	\$66.65
Laborers (Class 04 - See notes)	5/1/2022		\$31.10	\$27.20	\$58.30

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-08441 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	5/1/2023		\$32.35	\$27.45	\$59.80
Laborers (Class 04 - See notes)	5/1/2024		\$33.60	\$27.65	\$61.25
Laborers (Class 05 - See notes)	5/1/2022		\$37.15	\$27.20	\$64.35
Laborers (Class 05 - See notes)	5/1/2023		\$38.40	\$27.45	\$65.85
Laborers (Class 05 - See notes)	5/1/2024		\$39.65	\$27.65	\$67.30
Laborers (Class 06 - See notes)	5/1/2022		\$37.20	\$27.20	\$64.40
Laborers (Class 06 - See notes)	5/1/2023		\$38.40	\$27.45	\$65.85
Laborers (Class 06 - See notes)	5/1/2024		\$39.70	\$27.65	\$67.35
Laborers (Class 07 - See notes)	5/1/2022		\$37.05	\$27.20	\$64.25
Laborers (Class 07 - See notes)	5/1/2023		\$38.30	\$27.45	\$65.75
Laborers (Class 07 - See notes)	5/1/2024		\$39.55	\$27.65	\$67.20
Laborers (Class 08 - See notes)	5/1/2022		\$36.80	\$27.20	\$64.00
Laborers (Class 08 - See notes)	5/1/2023		\$38.05	\$27.45	\$65.50
Laborers (Class 08 - See notes)	5/1/2024		\$39.30	\$27.65	\$66.95
Laborers (Class 09 - See notes)	5/1/2022		\$36.65	\$27.20	\$63.85
Laborers (Class 09 - See notes)	5/1/2023		\$37.90	\$27.45	\$65.35
Laborers (Class 09 - See notes)	5/1/2024		\$39.15	\$27.65	\$66.80
Laborers (Class 10- See notes)	5/1/2022		\$36.80	\$27.20	\$64.00
Laborers (Class 10- See notes)	5/1/2023		\$38.05	\$27.45	\$65.50
Laborers (Class 10- See notes)	5/1/2024		\$39.30	\$27.65	\$66.95
Laborers (Class 11 -See Notes)	5/1/2022		\$36.70	\$27.20	\$63.90
Laborers (Class 11 -See Notes)	5/1/2023		\$37.95	\$27.45	\$65.40
Laborers (Class 11 -See Notes)	5/1/2024		\$39.20	\$27.65	\$66.85
Laborers (Class 12 -See Notes)	5/1/2022		\$38.40	\$27.20	\$65.60
Laborers (Class 12 -See Notes)	5/1/2023		\$39.65	\$27.45	\$67.10
Laborers (Class 12 -See Notes)	5/1/2024		\$40.90	\$27.65	\$68.55
Laborers (Class 13 -See Notes)	5/1/2022		\$40.43	\$27.20	\$67.63
Laborers (Class 13 -See Notes)	5/1/2023		\$41.65	\$27.45	\$69.10
Laborers (Class 13 -See Notes)	5/1/2024		\$42.93	\$27.65	\$70.58
Laborers (Class 14 -See Notes)	5/1/2022		\$36.55	\$27.20	\$63.75
Laborers (Class 14 -See Notes)	5/1/2023		\$38.25	\$27.45	\$65.70
Laborers (Class 14 -See Notes)	5/1/2024		\$39.50	\$27.65	\$67.15
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2022		\$30.17	\$19.18	\$49.35
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2023		\$31.42	\$19.43	\$50.85
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2024		\$32.67	\$19.63	\$52.30
Laborers Utility (PGW ONLY)	5/1/2022		\$37.20	\$19.18	\$56.38
Laborers Utility (PGW ONLY)	5/1/2023		\$38.45	\$19.43	\$57.88
Laborers Utility (PGW ONLY)	5/1/2024		\$39.70	\$19.63	\$59.33
Landscape Laborer	5/1/2022		\$27.73	\$23.65	\$51.38
Landscape Laborer	5/1/2023		\$29.03	\$23.80	\$52.83
Landscape Laborer	5/1/2024		\$30.28	\$24.05	\$54.33
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

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-08441 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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
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

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-08441 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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 - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53
Painters Class 2 (see notes)	2/1/2023		\$48.82	\$32.09	\$80.91
Painters Class 2 (see notes)	2/1/2024		\$49.57	\$33.34	\$82.91
Painters Class 3 (see notes)	2/1/2023		\$59.78	\$32.13	\$91.91
Painters Class 3 (see notes)	2/1/2024		\$60.53	\$33.38	\$93.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2023		\$64.00	\$41.68	\$105.68
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2024		\$66.80	\$42.93	\$109.73
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Truckdriver class 1(see notes)	5/1/2023		\$36.14	\$21.55	\$57.69
Truckdriver class 1(see notes)	5/1/2024		\$36.64	\$22.54	\$59.18
Truckdriver class 2 (see notes)	5/1/2023		\$36.24	\$21.55	\$57.79
Truckdriver class 2 (see notes)	5/1/2024		\$36.74	\$22.54	\$59.28

SECTION 01 1100 – SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT INFORMATION

- A. Project Identification: Hillsdale Elementary School, West Chester, PA.
 - 1. Project Location: 725 W Market St, West Chester, PA 19382
 - 2. Owner: West Chester Area School District- 782 Springdale Drive, Exton, PA 19341.
 - 3. Owner's contact: Damon Gonzaga - West Chester Area School District 1181 McDermott Dr., West Chester, PA 19380 (484) 266-1256.
- B. Architect/Engineer: SCHRADERGROUP, 555 E. North Lane, Suite 5100, Building D, Conshohocken, PA 19428. Contact: Doug Perry, AIA (215) 482.7440.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. The project at Hillsdale Elementary School involves significant additions and renovations. The existing building, with a 37,390 sq. ft. first floor and a 34,910 sq. ft. second floor, will undergo comprehensive interior renovations. This includes the construction of new interior partitions, installation of new doors, hardware, flooring, paint, casework, and ceilings. Additionally, the HVAC, plumbing, electrical, and technology infrastructure systems throughout the building will be completely replaced.

Renovated spaces will include classrooms, small group rooms, specialty classrooms, a gymnasium/cafeteria, a kitchen, as well as administrative and support areas.

The scope of work also includes extensive site improvements, such as parking lot and driveway reconstruction, and the installation of two new roofing systems for both the existing building and new additions.

Three building additions are part of this project:

A 6,000 sq. ft. four-classroom addition on the first floor.

A 1,000 sq. ft. storage addition off the gymnasium.

An 820 sq. ft. addition at the main entrance.

B. Type of Contract

1. Project will be constructed under coordinated, concurrent multiple contracts. See Division 01 Section "Multiple Contract Summary" for a description of work included under each of the multiple contracts and for the responsibilities of the Project Coordinator. Contracts for this Project include the following:
 - a. General Construction.
 - b. Mechanical Construction.
 - c. Plumbing Construction.
 - d. Electrical Construction.
 - e. Roofing Construction.
 - f. Sprinkler Construction.
 - g. Site Construction

C. The term "Prime Contractor" is used throughout Division 01 to refer to the Separate Contractors who hold the contracts listed above.

1. Each Prime Contractor is responsible for his entire Scope of Work indicated in the Contract Documents. Each Prime Contractor is responsible to review ALL drawings and specifications to determine his scope of work.
2. Local custom and trade union jurisdictional settlement do not control the Scope of Work included in each sub-contract. When a potential jurisdictional dispute or similar interruption of construction activities is first identified or threatened, the affected sub-contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and its delays.

1.03 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.

B. Owner-Furnished Products:

1. Furniture: The Owner will supply and install the furniture. The Owner will coordinate delivery and building access with the furniture vendor.
2. Library Furniture: The owner will supply and install the library furniture. The Owner will coordinate delivery and building access with the furniture vendor.
3. Smart Projectors: The owner will supply the smart projectors. ~~for the General Contractor to install.~~ **The owner will install the smart projectors.**
4. Kitchen Equipment: The Owner will supply and install the kitchen equipment, except for the triple-bowl sink, prep sink, hand sinks, and exhaust hood. See kitchen equipment schedule located on the drawings for Contractor responsibility.
5. Limited Toilet, and Classroom accessories: The Owner's cleaning product vendor will supply the soap dispensers, toilet paper holders, and paper towel dispensers for the General Contractor to install. Note that classroom accessories include paper towel dispensers and soap dispensers.
6. ~~School Sign: The Owner to provide and install the school sign located at the entrance to the site. The GC to provide the masonry base and the EC to provide power as indicated on the drawings.~~

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. School District Badge Identification System: All Workers are required to display their ID badges at all times, whether working inside or outside of the school building. Badges will be issued to Contractors' employees whose clearances have been received and approved by the school district.
1. **All badges must be returned to the School District at the end of the project.**
 2. **The Prime Contractors shall reimburse the School District \$250.00 for each badge that needs to be replaced or not returned to the School District at the end of the Project.**
- B. **The building and property will be open and operational throughout the duration of this Project. Each Prime Contractor and his Subcontractor's, Sub-Subcontractor's, and material men shall have access to the Work area during normal working hours, but will be responsible to coordinate all demolition and construction with the Owner and their operations. Noisy, objectionably odiferous, or potentially disruptive Work shall be coordinated with the Owner's class schedule and events. The Work area must remain protected and safe.**
1. **Each Prime Contractor shall not be permitted use, access, or cross the playground during school hours (7:00 a.m. to 4:00 p.m.).**

2. **Each Prime Contractor shall limit demolition or construction activities during scheduled school state testing days and times. No Work that would cause a disruption will be permitted during these times.**
 3. **Weekend Hours: Subject to approval by the Owner and further subject to ordinances and regulations by local and governing authorities having jurisdiction.**
 4. **Evening Hours: Subject to approval by the Owner and further subject to ordinances and regulations by local and governing authorities having jurisdiction.**
- C. **Prior to commencing work on site, each Prime Contractor shall meet with the Architect and Owner to review work to be completed, determine its impact on occupied areas and adjacent properties, etc. to distribute necessary guidelines.**
- D. **Designated areas will be established, as necessary, for parking, toilet facilities, special trailers and deliveries, etc.**
- E. **Each Prime Contractor are authorized to be on grounds only during the performance of work related to the project.**
- F. **Obey speed limits as posted, or if not posted, not to exceed 10 mph on grounds. Yield to all pedestrian traffic. Do not blow horn unless absolutely necessary. Not all persons on site can be expected to possess good pedestrian skills.**
- G. **Vehicles and operating equipment shall be turned off, locked and secure whenever not in use. All tools and equipment, not removed from the site on a daily basis, shall be secured and kept in the work staging area at the end of each work day. The Owner will not assume responsibility for any missing articles.**
- H. **Do not fraternize with Owner's employees, students or building occupants while working on site.**
- I. **Building occupants and employees are not allowed in work areas. Active work areas shall be secured and/or enclosed at all times to prevent occupants and employees from wandering inside.**
- J. **Safety shall be maintained by each Prime Contractor at the job site at all times.**

- K. Possession and/or consumption of alcoholic beverages or drugs are strictly prohibited on site at all times.**
- L. Smoking, including vaping, is prohibited on the property.**
- M. Possession of firearms is strictly prohibited on site at all time.**
- N. Radios are prohibited during school hours.**
- O. Limits: Confine construction operations on site to areas where work is required to complete scope of work defined in the Project Manual and Drawings.**
- P. Driveways and Entrances: Keep driveways, parking areas, loading areas and entrances serving premises clear and available to Owner, Owner's employees, the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.**
- Q. Schedule deliveries to minimize use of driveways and entrances. No deliveries or waste removal will be permitted during the hours of student pick up or drop off.**
- R. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.**
- S. Each Prime Contractor is not permitted to use any parking spaces designated for the Owner's staff or visitors without Owner's written permission. Each Prime Contractor shall review available on-site parking locations prior to submitting its bid.**
- T. Maintain all existing utilities to the existing building throughout construction period. Repair damage caused by construction operations. Each Prime Contractor must notify the Owner seven (7) business days minimum in advance of any utility shut-downs. Utility tie-ins, cut-ins, or activities that require shutting down utilities to the occupied portion of the building will only be permitted off business hours when the existing building or property is not occupied by the Owner.**
- U. Removal of non-fixed, movable items will be completed by the Owner prior to the start of construction, unless otherwise indicated on the Contract Documents. Fixed or built-in items shall be removed and/or salvaged, and relocated, by the**

Contractor and disconnects by appropriate trades as indicated and/or directed and as required to perform the work.

- V. All Personnel shall dress in clothing appropriate to the work they perform. All Personnel are to wear shirts, hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.**
- W. Each Prime Contractor must notify the Owner seven (7) business days minimum in advance of any crane/lifting activities. No lifting activities may occur over any part of the building below the lift area while the building is occupied.**

1.05 KNOWLEDGE OF CONTRACT REQUIREMENTS

- A. Each Prime Contractor and his Subcontractor's, Sub-Subcontractor's, and material men shall consult in detail the General Conditions, all Divisions and Sections of the Specifications, all Drawings, and all Addenda for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment, and services necessary to furnish, install, and complete the work in strict conformance with all provisions thereof.
- B. Each Prime Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-Subcontractors, and material men of all existing conditions affecting the execution of the work.
- C. Each Prime Contractor will be held to have examined the Contract Documents, and Modifications thereto, as they may affect subdivisions of the work and informed himself, his Subcontractors, Sub-Subcontractors, and material men of all conditions thereof affecting the execution of the work.
- D. Each Prime Contractor will be held to be thoroughly familiar with all conditions affecting labor in the neighborhood of the project including, but not limited to, Unions, incentive pay, procurement, living, and commuting conditions and to have informed his Subcontractors and Sub-Subcontractors thereof.

1.06 CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Architect/Engineer immediately so that supplementary instructions may be issued.

- B. Should an item of work appear in the Specifications and not on the Drawings, and vice versa, all related work items associated with this scope is to be included in the contract at no additional cost to the Owner unless omitted during the bid process.
- C. The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work. The interpretation of these techniques or methods shall be governed by Division 01 Section "Regulatory Requirements."
- D. With the approval of the Architect/Engineer and without additional cost to the Owner, make all necessary changes or modifications to locations as may be necessary to suit requirements and conditions at the building and for the proper and conveniently accessible location of all parts of the system.
- E. The Scope of Work for the Contract is not necessarily limited to the description of each Section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the work as it is intended, without any gaps between the various subdivisions of work of each Prime Contractor and his Subcontractors.
 - 1. Small details and blocking not usually shown or specified, but necessary for the proper installation and operation of the work, shall be provided at no additional cost or time to the contract.
- F. Cap all incomplete pipes, ducts, conduits, openings, etc., until ready for final connection, after which they shall be thoroughly cleaned and left unobstructed.

PART 2 PRODUCTS (Not applicable).

PART 3 EXECUTION (Not applicable).

END OF SECTION

SECTION 01 1200 – MULTIPLE CONTRACT SUMMARY

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Sections include the following:
 - 1. Division 1 Section "Summary" for the Work covered by the Contract Documents, Owner-furnished products, Owner-occupancy requirements, and knowledge of Contract requirements.
 - 2. Division 1 Section "Project Coordination" for general coordination requirements.

1.02 COORDINATION

- A. Project Coordinator shall be provided by the General Contractor.
 - 1. Project Coordinator shall be a full-time person experienced in administration and supervision of building construction, including mechanical, plumbing, and electrical work.
 - 2. Project Coordinator shall be responsible for coordination between the General Construction (including sitework), Mechanical, Plumbing, Electrical, Sprinkler and Roofing contracts,
 - 3. Activities of Project Coordinator include, but are not limited to, the following:
 - a. Provide overall coordination of the Work.
 - b. Coordinate shared access to workspaces.
 - c. Coordinate product selections for compatibility.
 - d. Provide overall coordination of temporary facilities and controls.
 - e. Coordinate and schedule interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
 - f. Coordinate construction and operations of the Work with work performed by each contract and other entities on site.
 - g. Coordinate sequencing and scheduling of the Work in conformance with Division 01 Section "Construction Progress Schedule." Include the following:
 - 1) Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
 - 2) Prepare combined Contractors' Construction Schedule for entire Project. Secure time commitments for performing critical construction activities from contractors.
 - h. Schedule and conduct contractor Progress Meetings as specified in Division 01 Section "Project Meetings." Record meetings when required by Architect/Engineer.

- i. Schedule, conduct, and record Coordination Meetings as specified in Division 01 Section “Project Meetings.”
 - j. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
 - k. Locate existing permanent benchmarks, control points, and similar reference points, and establish permanent benchmarks on Project site.
 - l. Provide field surveys of in-progress construction and site work. Provide certification that work is located in accordance with the drawings.
 - m. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
 - n. Coordinate protection of the Work.
 - o. Coordinate firestopping.
 - p. Coordinate completion of interrelated punch list items.
 - q. Print and submit Record Drawings if installations by more than one Prime Contractor are indicated on the same Contract Drawing or Shop Drawing.
 - r. Coordinate preparation of operation and maintenance manuals if information from more than one Prime Contractor is to be integrated with information from other contractors to form one combined record.
 - s. Collect, maintain, and make available Material Safety Data Sheets for the Project.
4. Temporary Facilities and Controls: Provide the following temporary facilities and controls in accordance with Division 01 Section “Temporary Facilities and Controls”:
- a. Provide common-use field office for use by all personnel engaged in construction activities.
- B. MEP Coordinator shall be provided by Mechanical Contractor.
- 1. MEP Coordinator shall be a full-time person experienced in coordination of mechanical, plumbing, and electrical work, including coordination of type of operations required for this Project.
 - 2. Activities of MEP coordinator include, but are not limited to, the following:
 - a. Schedule and sequence mechanical, plumbing, fire protection, and electrical activities.
 - b. Coordinate sharing access to workspaces by mechanical, plumbing and fire protection, and electrical contractors.
 - c. Coordinate integration of mechanical, plumbing and fire protection, and electrical work into limited spaces.
 - d. Coordinate protection of mechanical, plumbing and fire protection, and electrical contractors’ work.
 - e. Coordinate cutting and patching for mechanical, plumbing, fire protection, and electrical work.
 - f. Prepare coordination drawings of ceiling cavities and mechanical rooms demonstrating the spatial relationship and necessary clearances within the available space above ceilings and within rooms for mechanical, plumbing, fire protection, electrical, and structural systems. Comply with the requirements for coordination drawings as specified in Division 01 Section “Project Coordination.”

- g. Coordinate tests and inspections for mechanical, plumbing, fire protection, and electrical work.
- h. Coordinate mechanical, plumbing, fire protection, and electrical temporary services and facilities.

1.03 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 - 1. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 2. Trenches and other excavation for the Work of each contract shall be the work of each contract for its own Work.
 - 3. Equipment pads for the work of each contract shall be the work of the General Construction Contract, unless noted to be by other Prime Contractors.
 - 4. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.
 - 5. Roof-mounted equipment curbs for the work of each contract shall be by the responsible Prime.
 - 6. Through-penetration firestopping for the work of each contract shall be provided by each contract for its own work.
 - 7. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of each contract for its own work.
 - 8. Painting for the work of each contract shall be the work of the General Construction Contract.
 - 9. Furnishing of covers for exposed piping, conduit, and similar services shall be the work of each contract for its own work. Installation of covers shall be the work of each contract for its own work.
 - 10. Cutting and Patching:
 - a. ~~Floors: Each contract shall perform cutting for its own work, repair floor to subfloor level, and prepare a smooth substrate for final flooring finish when work is complete.~~
 - 1) **Each Contractor to cut floor as required to execute their respective scopes of Work. Each Contractor to repair subfloor level, and to prepare a smooth substrate for final flooring finish when Work is complete.**
 - 2) **Where existing floor finishes are scheduled to be removed, the General Contractor to remove floor finishes and any existing mastics, adhesives, primers, etc. down to the existing concrete subfloor.**
 - 3) **General Contractor to provide subfloor patching and preparation as required to install scheduled finish floor materials.**
 - 4) **Where existing flooring has tested positive for containing hazardous materials and is scheduled for removal, a licensed hazardous materials contractor hired by the Owner shall remove/encapsulate asbestos containing mastic and provide a level substrate for installation of new floor by General Contractor.**

- a. ~~Walls: Each contract shall perform its own cutting. For openings in areas not visible in final design, each contract shall provide patching for its own work. For openings visible in final design, patching shall be the work of the General Construction Contract.~~
 - 1) **All wall openings in visible areas of the final design will be patched by the General Contractor.**
 - 2) **For all openings in areas not visible in final design (i.e. above finished ceilings), the Mechanical Contractor, Plumbing Contractor, Electrical Contractor, and Sprinkler Contractor will cut holes and patch for their respective scopes of work.**
 - 3) **General Contractor to patch walls at existing light switch locations thermostat locations, and similar device locations. General Contractor to coordinate with Mechanical Contractor and Electrical Contractor.**
- b. ~~Ceilings: Each contract shall perform cutting for its own work using techniques and tools that will result in a clean cut with minimal annular space.~~
 - 1) **Sprinkler Contractor to remove existing sprinkler heads, and any other items covered under Division 21 of the Specifications.**
 - 2) **Plumbing Contractor to remove existing plumbing equipment and devices covered under Division 22 of the Specifications.**
 - 3) **Mechanical Contractor to remove existing diffusers, grilles, vents, and any other items covered under Division 23 of the Specifications.**
 - 4) **Electrical Contractor to remove existing lighting, fire alarm devices, speakers, clocks, data devices and wiring, and any other items covered under Division 26 through 28.**
 - 5) **General Contractor to remove all ceiling tiles and grid and any other remaining ceiling equipment and materials.**
 - 6) **General Contractor to reinstall new ceiling and grid in all scope of work areas after Plumbing Contractor, Mechanical Contractor, Electrical Contractor, and Sprinkler Contractor work is complete.**
 - 7) **Each individual prime contractor will be required to cut their own ceiling tiles for their respective devices.**
- c. ~~Roofs: For openings less than joist spacing in maximum width, each contract shall perform cutting and reinforcing for its own work. For openings greater than joist spacing, cutting shall be provided by the General Construction Contract. All patching shall be under the General Construction Contract~~
 - 1) **Each Contractor to cut roof as required to execute their respective scopes of Work.**
 - 2) **Each Contractor is responsible for coordinating their required roof penetrations with the General Contractor. General Contractor to supply and install required roof deck supporting steel at openings including roof dunnage steel.**
 - 3) **Roofing Contractor to patch and flash new roof system around all curbs, supports, penetrations and openings.**
 - 4) **Roofing Contractor to provide temporary weather protection as required at all penetrations and openings.**

11. Each prime contractor is responsible for their own concrete housekeeping pads.

- B. **Temporary Facilities and Controls:** In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
3. Its own field office, complete with necessary furniture, utilities, and telephone service.
4. Its own storage and fabrication sheds.
5. Temporary enclosures for its own construction activities.
6. Staging and scaffolding for its own construction activities.
7. General hoisting facilities for its own construction activities.
8. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
9. Progress cleaning of work areas affected by its operations on a daily basis.
10. Secure lockup of its own tools, materials, and equipment.
11. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
12. Dehumidification and Ventilation Equipment.
13. First Aid Supplies.
14. Fire Extinguishers.
15. **Provide dust control to prevent unnecessary air-borne dust from dispersing through construction operations.**
16. **Each Prime Contractor is responsible for providing temporary facilities, measures, protection, etc. of the existing and new construction, materials, property, etc. as a part of their own demolition and construction activities. This temporary Work also includes the coordination and scheduling of providing the temporary facilities with other Prime Contractors as to not delay their Work.**
17. **Temporary Field Office Trailers and Temporary Storage and Fabrication Sheds.**
 - a. **General Contractor:**
 - 1) **Maximum size permitted: 8 foot by 40 foot.**
 - 2) **General Contractor will be responsible for providing tables, chairs, and plan table for use during project meetings.**
 - b. **Other Prime Contractors:**
 - 1) **Maximum size permitted: 8 foot by 20 foot.**
 - 2) **Only one trailer permitted is permitted for either temporary office use or temporary storage and fabrication.**
 - c. **Each Prime Contractor will be responsible for providing their own temporary power and data to their trailers and sheds.**
 - d. **Each Prime Contractor will be responsible for the delivery, maintenance, and removal of their trailers and sheds.**
 - e. **Each Prime Contractor will be responsible for restoring the existing site to its original condition prior to the start of the Work.**
 - f. **Each Prime Contractor shall be responsible for its own furniture, internet, and phone service.**

1.04 GENERAL CONSTRUCTION CONTRACT

- A. Work in the General Construction Contract (Contract No. GC-1) includes, but is not limited to, Divisions 02 through 14 and the following:
 1. Remaining work not identified as work under other contracts.
 2. Foundations, including footings and foundation walls.

3. Slabs-on-grade, including insulation.
 4. Below-grade building construction, including excavation, backfill, and insulation and waterproofing/dampproofing.
 5. Superstructure, including floor and roof construction and sprayed fire-resistive materials.
 6. Unpipet temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies from the start of construction 05/2025 through the end of construction.
 7. Provide temporary staging/laydown space with temporary fencing and gates.
 8. Site enclosure fences.
 - a. Mow grass to maintain maximum height of 6 inches in areas bound by construction fencing.
 9. Provide dust control to prevent unnecessary air-borne dust from dispersing through construction operations.
 10. Coordinate the size and location of floor openings with all Contractors.
 11. Exterior closure, including walls, parapets, doors, and windows.
 12. Interior construction, including partitions, doors, interior glazed openings, and fittings.
 - a. Coordinate the size and location of wall openings with all contractors.
 13. Fire-protection specialties.
 14. Stairs, including railings and finishes.
 15. Elevators.
 16. Roof ladders and hatches.
 17. Interior finishes: Finish carpentry, architectural woodwork, interior specialties, floor and ceiling finishes, and painting.
 18. Miscellaneous items, including:
 - a. Backing panels, sleeves, and metal fabrication supports for the work of each contract.
 - b. Concrete equipment pads, except where noted by other Prime Contractors.
 - c. Painting of exposed mechanical, plumbing, sprinkler, and electrical work.
 - d. Patching around work of other contractors.
 19. General Contractor will be responsible to relocate the existing music storage system from its current location to Music 425 and Instrumental Music 424 during Phase 2 renovations.
 20. General Contractor will be responsible for installing classroom signage as supplied by owner.
 21. General Contractor will be responsible for replacing stage rigging points system wide with industry standard, load rated, properly sized rigging hardware.
 22. **General Contractor will be responsible for moving any existing kitchen equipment scheduled to be re-used and disposing of any kitchen equipment scheduled to be demolished.**
 23. **General contractor will be responsible for installation of Wall Panels and Fiber Cement Siding.**
- B. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
1. Temporary facilities and controls that are not otherwise specifically assigned to other contracts.

2. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies from 05/2025 through the completion of construction.
3. Temporary enclosure for building exterior, except as indicated.
4. Dewatering facilities and drains.
5. Project temporary signs.
6. General waste disposal facilities.
7. Pest control.
8. Temporary stairs.
9. Temporary fire-protection facilities.
10. Barricades, warning signs, and lights.
 - a. Provide for protection of workmen and public as required by applicable regulations, and for the protection of streets, lighting, hydrants, walks, curbs, and adjacent grounds and planting, for the duration of such operations. Repair all damage to the barricades, regardless of who caused the damage.
 - b. Warning lights shall be blinker type, battery or electrically operated. Open flame torches are not permitted.
11. Temporary HVAC, including dehumidification.
12. Security enclosure and lockup.
13. Maintenance and restoration of Owner's existing facilities used as temporary facilities.
14. Provide for all snow removal as required to access the construction site and work areas in order to maintain productivity after 05/2025 through the end of construction.

C. Temporary Facilities and Controls: Provide the following temporary facilities and controls for all Separate Contractors in accordance with Division 01 Section "Temporary Facilities and Controls":

1. Pest Control.
2. Barricades, Warning Signs, and Lights.
3. Temporary Fire Protection.
4. Temporary roads and paved areas.
5. Site Enclosure Fence.
6. Environmental Protection.
7. Stormwater control.
8. Tree and Plant Protection.

1.05 MECHANICAL CONSTRUCTION CONTRACT

A. Work in the Mechanical Construction Contract (Contract No. MC-1) includes, but is not limited to, Division 23 and the following:

1. Energy supply, including gas and hot- and chilled-water supply systems.
2. HVAC systems and equipment.
3. HVAC instrumentation and controls.
4. HVAC testing, adjusting, and balancing.
5. Building automation system.
6. Mechanical connections to equipment furnished by other contractors.
7. ~~Kitchen Exhaust hood and ANSUL system.~~

8. **Install duct smoke detectors that are furnished under the Electrical Construction Contract. Refer to Electrical Drawings for locations where duct smoke detectors are located. Wiring to shut down the unit and close damper provided as part of this contract. Wiring to the fire alarm panel provided under the Electrical Construction Contract. (I am not sure if wiring to the damper is necessary on this project).**
9. **Mechanical Contractor is responsible for proper recovery and disposal of refrigerant from any cooling units scheduled for removal**

- B. Temporary Facilities and Controls: Provide the following temporary facilities and controls for all Separate Contractors in accordance with Division 01 Section "Temporary Facilities and Controls":
1. Temporary chiller provided by Owner as shown on the phasing drawing M100.11 – chiller to be online Phase 1 - August 2025 to November 2025 bringing back Phase 2 - April 2026 to August 2026. Mechanical Contractor to be responsible for chiller set-up.

1.06 PLUMBING CONSTRUCTION CONTRACT

- A. Work in the Plumbing Construction Contract (Contract No. PC-1) includes, but is not limited to, Divisions 21 and 22 and the following:
1. Plumbing fixtures.
 2. Domestic hot water heaters.
 3. Domestic water distribution.
 4. Sanitary waste.
 5. Stormwater drainage.
 6. Special plumbing systems.
 7. ~~Fire suppression systems.~~
 8. Plumbing connections to equipment furnished by other contractors.
 9. **Furnish roof drains, to be installed by Roofing Construction Contract.**
- B. Plumbing scope extends to 10 feet beyond the exterior walls of the building unless noted otherwise.
- C. Temporary Facilities and Controls: Provide the following temporary facilities and controls for all Separate Contractors in accordance with Division 01 Section "Temporary Facilities and Controls":
1. Temporary Construction Water.

1.07 ELECTRICAL CONSTRUCTION CONTRACT

- A. Work in the Electrical Construction Contract (Contract No. EC-1) includes, but is not limited to, Divisions 26 through 28 and the following:
1. Site electrical distribution.
 2. Site lighting.
 3. Site communications and security.
 4. Electrical service and distribution.
 5. Exterior and interior lighting and light pole bases.
 6. Communication and security.
 7. Special electrical systems.
 8. Electrical connections to equipment furnished by other contractors.
 9. **Furnish duct smoke detectors. Installation of duct smoke detectors to be completed under the Mechanical Construction Contract. Wiring to shut down the**

**unit and close damper provided under the Mechanical Construction Contract.
Wiring to fire alarm panel provided under this Contract.**

- 10. Remove existing lighting poles, wiring and concrete bases.**
- 11. Install new light fixtures, poles, wiring, conduit, and concrete bases as per Drawings.**

- B. Temporary Facilities and Controls: Provide the following temporary facilities and controls for all Separate Contractors in accordance with Division 01 Section "Temporary Facilities and Controls":
1. Electric power service and distribution.
 2. Lighting, including site lighting.
 3. Electrical connections to existing systems and temporary facilities and controls furnished by the other contractors.
 4. Temporary chiller provided by Owner as shown on the phasing drawing M100.11 – chiller to be online Phase 1 - August 2025 to November 2025 bringing back Phase 2 - April 2026 to August 2026. Electrical Contractor to be responsible for energizing chiller.

1.08 ROOFING CONSTRUCTION CONTRACT

- A. Work in the Roofing Construction Contract (Contract No. RC-1) includes, but is not limited to, Divisions 06 through 07 and the following:
1. Roofing, including roof insulation, coverings, flashings, roof specialties, and roof accessories.
 - a. At Roof Areas Cut by Another Contractor: Patch and flash new roof around all penetrations and openings.
 2. Create temporary tie-ins of rainwater conductors, temporary vents and other roof penetrations as required.
 3. Roofing Contractor to install roof drains (provided by Plumbing Contractor) and all associated steel and materials for proper installation of roof drains. Plumbing Contractor to install piping for rainwater from roof drains, through floor and to 10'-0" from exterior of building.
 4. Roofing Contractor to provide all roof blocking.
 5. Roofing Contractor to provide all temporary roof protection.

1.09 SPRINKLER CONSTRUCTION CONTRACT

- A. Work in the Sprinkler Construction Contract (Contract No. SPC-1) includes, but is not limited to, Division 21 and the following:
1. New fire protection service entrance and distribution piping to all areas of the building. The entire building will be sprinkled.
 2. Sprinkler scope includes all work within 10'-0" of exterior building unless noted otherwise.

1.10 SITEWORK CONSTRUCTION CONTRACT

- A. Work in the Site Construction Contract (Contract No. SC-1) includes, but is not limited to, Divisions 31 through 33 and the following:
1. Site preparation, including clearing, earthwork, and subdrainage systems.

2. Site improvements, including roadways, parking lots, pedestrian paving, site development furnishings and equipment, flagpole, and landscaping.
 3. Site water supply and distribution, sanitary sewerage, storm drainage and fuel distribution systems to within 10 feet of the exterior walls of the building.
 4. Provide all of the subgrade areas under the building within 9" (+/-) of the GC's concrete pad elevation and 10'-0" out from the exterior wall/perimeter. Note: the "subgrade" will be a roughly graded area to receive the GC's concrete pad and stone base with a tolerance of +/- 1".
 5. Provide field surveys of in-progress construction and site work. Provide certification that the Work is in accordance with the drawings.
 6. Provide and maintain Erosion and Sediment Controls throughout duration of construction.
 7. Provide all material and labor for the flagpole and flagpole foundation.
- B. Temporary facilities and controls in the Site Construction Contract include, but are not limited to, the following:
1. Providing unpipec sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
 2. Provide temporary staging/laydown space with temporary fencing and gates.
 3. Site enclosure fences.
 - a. Mow grass to maintain maximum height of 6 inches in areas bound by construction fencing.
 4. Provide for all snow removal as required to access the construction site and work areas in order to maintain productivity from the start of construction 05/2025 through the end of construction.
 5. Provide dust control to prevent unnecessary air-borne dust from dispersing through construction operations.
- C. Temporary Facilities and Controls: Provide the following temporary facilities and controls for all Separate Contractors in accordance with Division 01 Section "Temporary Facilities and Controls":
1. Temporary roads and paved areas.
 2. Site Enclosure Fence.
 3. Environmental Protection.
 4. Stormwater control.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 23 00 – ALTERNATES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that is added to the Base Bid when selected by the Owner in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project. Costs for the coordination, modification, or adjustment necessary for each alternate are to be included in the costs for each Alternate as well as any work required by other Prime contractors on the project affected by the use of the Alternate.
- D. Notification: The Owner to indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date.
- E. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, any modifications or customization or additional devices required, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

2. Prepare a full technical submittal to be included with the bid for review by the Owner to ensure Alternate meets specifications of the Basis of Design.

PART 2 EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1 (GC-1): In lieu of Acoustical Wall Paneling in Gym (206) and Cafeteria (207) provide existing to remain.

1. See Section 098433 - Sound Diffusing & Absorbing Wall Units

B. Alternate No. 2 (RC-1): In lieu of Standing Seam Metal Roof System provide 50 Year Asphalt Shingle Roofing System.

1. See Specification Section 073113 - Asphalt Shingles.

C. Alternate No. 3 (RC-2): In lieu of EPDM Roofing System provide Modified Bitumen Roofing Membrane System.

1. See Specification Section 075500 - Modified Bituminous Membrane Roofing.

D. Alternate No. 4 (MC-1): In lieu of Aerco BMK/RBI Flexcore CK/Raypak Xvers boilers provide ATH KN Series boilers.

1. See Specification Section 235233 – High Efficiency Condensing Boilers (Alternate #4)".

E. Alternate No. 5 (GC-2): In lieu VCT flooring in Gym (206) and Cafeteria (207) provide rubber flooring.

1. See Specification Section 096519 - Resilient Tile Flooring and DWG. A900 Series documents.

END OF SECTION

SECTION 012400 – UNIT PRICES AND QUANTITY ALLOWANCES

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 and quantity allowances.
- B. Schedule(s) of Unit Prices and Quantity Allowances. Specification Sections that may be referenced in unit price and quantity allowance schedules contain requirements for products necessary to achieve the unit price work.

1.3 DEFINITIONS

- A. Unit Price: an amount proposed by bidders stated on the Form of Proposal as a price per unit of measurement for materials or services added to, or in some instances deducted from, the Contract Sum by appropriate modification if the quantities of Work required by the Contract Documents are increased or decreased, or if additional Work not included in the Base Bid is added. Additional work based on unit prices will occur only within the Contract limits for the Project.
 - 1. Unit prices may be used only as elected and authorized by the Owner. Having an established unit price does not mean the Work will be authorized. For each type of unit price work, the Owner reserves the right to perform the work with its own forces or to seek pricing from and award such work to other contractors or sources.
 - 2. See Section 7.1.7 of the General Conditions, requiring Owner's approval for Unit Prices not incorporated into the bid amount.
- B. A quantity allowance is, unless otherwise specified herein, a stipulated quantity of work to be included in the Base Bid, or if so stated, in an Alternate Bid for areas or locations not indicated to receive such work. All quantity allowances have a corresponding unit price. The unit prices are to be inserted in the bid form.

1.4 ADMINISTRATIVE REQUIREMENTS AND PROCEDURES

- A. Unit prices and quantity allowances shall include all costs for the specified Work including as applicable, cost of materials, delivery, installation, demolition, cutting and patching, equipment rental, insurance, taxes, overhead and profit, etc.
- B. Unit price descriptions include requirements for each type of Work. Additional requirements and related information for materials and/or assemblies described under each unit price are included by reference to Specification Sections of Division 2 through 33 and in some instances to Drawings.
- C. Quantity allowances are, unless otherwise specified, established for unidentified or undesignated areas or locations of certain types of Work where conditions or scope are not fully known at the time of bid and to defer locating the actual performance of such Work to a later date when additional information is available for evaluation. Use each quantity allowance only as directed and for Owner's purposes.
 - 1. Be advised that identical or similar Work to the type(s) included in each quantity allowance may be required if and where indicated in the Contract Documents for specific locations or areas of construction. Such specifically identified or designated areas of Work are included in the scope of work, but NOT as part of the quantity allowances unless so specified in the schedule(s) of unit prices and quantity allowances in this Section 012400.
 - 2. When extra work arises of a type that could be charged to a quantity allowance, the Owner may in its discretion, elect instead to authorize a different method of pricing for the extra work.
- D. NO CASH allowances are included in this project. Prime Contractors to include quantity allowances as indicated below beyond quantity specified on the contract documents. In the event quantity allowances are not used, the unused quantity would be credited back to the Owner at the final completion of the project by a credit change order.
- E. Measurement and Payment: Methods of measurement and payment for unit prices are specified in referenced Specification Sections if such methods need clarification or vary from the following:
 - 1. Measurement: Unless otherwise indicated, the Contractor is responsible for making accurate measurement of the actual unit price based work-in-place by means acceptable to the Architect and designated Owner's Project Representative.
 - 2. Basis for Payment: Unless otherwise indicated, payment will be made on actual net quantity of authorized unit price based work in place and approved. Adjustments will be made based on net variation of total installed quantity from the estimated or allowed quantity, if any, required by the Contract Documents.

- a. No additional compensation will be made for costs due to unauthorized work.
 - b. No payment will be made for rejected work.
- F. Owner reserves the right to reject Contractor's measurement of work in place that involves use of established unit prices and to have this work measured at the Owner's expense by an independent surveyor acceptable to the Contractor.
- G. After actual installed quantity of Work covered by each allowance and unit price is measured and verified, a Change Order will be issued based on the unit price established in the Form of Proposal to adjust the Contract Sum (add or deduct) for the difference between the allowance quantity and the installed quantity.
- H. List each quantity allowance on the Schedule of Values as its own line item to enable tracking of the used and unused allowance amounts.
 - 1. The unit prices provided in the Contractor's completed bid form multiplied by the quantity allowance provided in this section shall equate to the dollar value of the base bid schedule of values provided by the Contractor for that quantity allowance item.
 - 2. At Project closeout, if a quantity allowance has not been used or is only partially used, the remaining unused value shall be deducted from the Contract Sum by Change Order.
- I. Schedule: At the earliest practical date after award of the Contract, notify the Owner, Construction Manager and Architect of the date when specific areas of work described by each quantity allowance must be completed to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Obtain new materials in the quantity needed for the specific areas of work which are identified and for which authorization is given to proceed. Purchase of more materials than the quantity necessary for the actual work is at the Contractor's own risk.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance and unit price with related materials and installations to ensure that each item is completely integrated and interfaced with related work.

3.3 GENERAL CONSTRUCTION - SCHEDULE OF UNIT PRICES AND QUANTITY ALLOWANCES

- A. Unit Price GC.1 – Masonry Repointing
 - 1. Description: Rake, prepare and install new masonry joint mortar at various locations as directed by the Architect, in accordance with Specification Section 040100.
 - 2. Unit of Measurement: Per Square Foot
 - 3. Quantity Allowances:
 - a. Include 2,500 square feet
- B. Unit Price GC.2 – Brick Replacement
 - 1. Description: Remove, replace existing damaged brick with new brick to match existing at various locations as directed by the Architect, in accordance with Specification Section 040100.
 - 2. Unit of Measurement: Per square foot
 - 3. Quantity Allowances:
 - a. Include 2,500 square feet
- C. Unit Price GC.3: Repair Floor Slab:
 - 1. Description: Provide \$/SF to repair floor slab surface and prepare for scheduled floor finishes. Where concrete subfloors require leveling, infill and patching less than one half inch in depth, as required by the specified floor finishes to prepare the subfloor to facilitate finish flooring installation, General Contractor shall clean, prep and install hydraulic cement underlayment as specified in 035416 - Self Leveling Underlayment.
 - 2. Unit of Measure: Per Square Foot
 - 3. Quantity Allowances:
 - a. Include 26,330 square feet

3.4 SITE CONSTRUCTION - SCHEDULE OF UNIT PRICES AND QUANTITY ALLOWANCES

- A. Unit Price SC.1: Unsuitable Off-Site:

1. Description: Provide \$/CY for the removal of unsuitable soils including removal and proper disposal from site for unsuitable soils encountered below defined Subgrade elevations.
 2. Unit of Measurement: Per cubic yard
 3. Quantity Allowances:
 - a. Include NONE
- B. Unit Price SC.2: Engineered Fill Off-Site:
1. Description: Provide \$/CY to import, furnish and place engineered fill on a cubic yard basis to replace removed unsuitable soils from the site.
 2. Unit of Measure: Per Cubic Yard.
 3. Quantity Allowance:
 - a. Include NONE

END OF SECTION 012400

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SECTION 01 2600 – CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 PROJECT DIRECTIVE

- A. Project Directive: When the Owner and Contractor are not in total agreement on the scope of work outlined in the construction documents, the Architect/Engineer may issue a Project Directive, instructing the Contractor to proceed with the Work as outlined by the Architect/Engineer. The Contractor, may file a claim with the owner in accordance with the General Conditions of the Contract. if there is a disagreement as to the Architect/Engineer's decision and interpretation of the work referenced above.

1. The Project Directive will contain a complete description of the Work to be performed as per the contract documents.

1.02 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect/Engineer, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. Proposal requests issued by the Architect/Engineer are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
2. Unless otherwise indicated in the proposal request, within 7 days of receipt of the proposal request, submit to the Architect/Engineer for the Owner's review an estimate of cost necessary to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect/Engineer.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

1.03 CHANGES IN THE WORK

- A. Tabulate cost breakdown into subcontracts and trades for each of which the quantity, labor, material, other cost, and resulting final cost per unit shall be indicated. Quantity, labor, material, other cost, and cost per unit generally include but are not necessarily limited to the following:
1. Quantity; total number of items for each portion or unit of work as determined from the change.
 2. Labor; on site labor for the handling and installation of material from point of delivery at site.
 3. Material; cost of material as delivered to the site for installation and erection.
 4. Other cost; rental equipment, testing survey and layout, samples, bonds, insurance, overhead and profit, and all other costs not included in labor and material.
- B. When a change in the work includes a category or categories of work both added to and deducted from the Contract, the total quantities of added work and of deleted work shall be determined separately for each category, and the appropriate unit price or net cost of the work shall be applied to the difference between the two total quantities.

- C. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined in the specifications for each category of work.

1.04 CONSTRUCTION DIRECTIVE

- A. Construction Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect/Engineer may issue a Construction Directive, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The Construction Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.05 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect/Engineer will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01 2900 – PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractors' Construction Schedule, List of Subcontractors, and Submittal Schedule.

1.02 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractors' 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.
 - 2. Submit the Schedule of Values to the Architect/Engineer and Owner at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.
 - a. Submit 3 copies of Schedule of Values to Architect/Engineer and Owner.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:

- a. Project name and location.
 - b. Name of the Architect/Engineer.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that have affected value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items. The Schedule of Values must be broken down to reflect the scope of work in each phase of construction as delineated in the Contract Documents.
4. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
5. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Tabulate schedule into subcontracts and trades for each of which the quantity, labor, materials, other cost, and resulting final cost per unit shall be indicated. Quantity, labor, materials, other cost, and cost per unit generally include but are not necessarily limited to the following:

- a. Quantity; total number of times for each portion or unit of work as determined from the Contract Documents.
 - b. Labor; on site labor for the handling and installation of material from point of delivery at site.
 - c. Material; cost of materials as delivered to the site for installation and erection.
 - d. Other cost; rental equipment, depreciation, site office, administration, overhead and profit, testing, survey and layout, samples, and all other costs not included in labor and material.
 - e. Cost per unit; total of labor, material, and other Cost for each portion or unit of work derived from the total quantity of same.
7. The schedule of values shall include separate line items for “As-Built Drawings” and “Closeout Documents”. Each line item shall carry a cost of 1% of the contract value.

1.03 PROGRESS PAYMENTS

- A. Based upon application for payments submitted to the Architect/Engineer and Owner, by the Contractor, on the specified day of each month and Certificate of Payment certified by the Architect/Engineer, the Owner will make progress payments on account of the Contract Sum to the Contractor as follows:
1. In making progress payments, there shall be retained ten percent (10%) of the approved amount until final completion and acceptance of all work covered by the Contract, including the completion of all corrective or punch list items.
 2. For each day delay in the Contractor's submission of an application for payment acceptable to the Architect/Engineer and Owner, the Owner may delay one day in making his progress payment.

1.04 APPLICATIONS FOR PAYMENT:

- A. The Contractor's monthly application for payment shall be in the same schedule form as the schedule of values, reflecting the same items. Unit costs shall be realistic for their part of the work.
- B. Each Application for Payment shall be consistent with previous applications and payments as approved by 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.
- C. Payment Application Times: The date for each progress payment application shall be decided in the pre-construction meeting. The period of construction Work covered by each Application for Payment is the period ending to the 15th of each month.
- D. Payment Application Forms: Use AIA Document G702 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 Contractors' Construction Schedule. Use updated schedules if revisions have been made.
 2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit 3 executed copies of each Application for Payment to the Owner by means ensuring receipt within 24 hours; each copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect/Engineer.
- G. Waivers of Mechanics Lien: Submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
1. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
 2. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.

- H. 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. List of staff names.
 2. List of subcontractors.
 3. Schedule of Values.
 4. Contractors' Construction Schedule.
 5. Submittal Schedule, Final.
 6. Copies of authorizations and licenses from governing authorities for performance of the Work.
 7. Initial progress report.
- I. Monthly Applications for Payment: The following are to be included as attachments to each monthly application for payment:
1. Transmittal Letter
 2. Attachment to Application for Payment
 3. Partial Waiver of Lien from all Subcontractors and Vendors
 4. PA State Certified Payroll Reports- sent to owner directly.
 5. Consent of Surety of Reduction in Retainage (only when retainage is reduced).
 6. Updated CPM Schedule. Monthly applications for payment will not be approved for payment until the monthly CPM schedule update is approved by the Owner.
- J. 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 closeout requirements.
 2. Completion of punch list items.
 3. Transmittal of required Project construction records to Owner.
 4. Proof that taxes, fees, and similar obligations have been paid.
 5. Removal of temporary facilities and services.
 6. Removal of surplus materials, rubbish, and similar elements.

7. Contractor's Affidavit of Payments of Debts & Claims - AIA Document G706.
8. Contractor's Affidavit of Release of Liens - AIA Document G706A.
9. Consent of Surety to Final Payment - AIA Document G707.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 3113 – PROJECT COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Coordination as a responsibility of the contractor.
 - 2. Coordination drawings
 - 3. Administrative and supervisory personnel.
- B. Progress meetings, coordination meetings, and pre-installation conferences are included in Section "Project Meetings".
- C. Requirements for the Contractors' Construction Schedule are included in Section "Submittals".

1.02 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

1.03 COORDINATION DRAWINGS

- A. Coordination Drawings: Prepare and submit coordination Drawings based on appropriate information from each subcontractor, where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the interrelationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section "Submittal Procedures."

1.04 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. List of Staff Names: Within 14 days of Notice to Proceed, submit a list of principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - 1. Post copies of the list in the Project meeting room and in the temporary field office.

PART 2 PRODUCTS (Not Applicable).

PART 3 EXECUTION (Not Applicable).

END OF SECTION

SECTION 01 3119 – PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-Construction Conference.
 - 2. Pre-Installation Conferences.
 - 3. Coordination Meetings.
 - 4. Progress Meetings
 - 5. CCCD (Chester County Conservation District) Preconstruction Meeting.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. The Owner will schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 10 days after execution of the Agreement and prior to commencement of construction activities.
- B. Attendees: The Owner, Architect/Engineer and their consultants, each Prime Contractor and its superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Items of significance that could affect progress, including such topics as:
 - 1. Responsibilities and personnel assignments
 - 2. Tentative construction schedule.
 - 3. Critical Work sequencing.
 - 4. Designation of responsible personnel.
 - 5. Procedures for processing field decisions and Change Orders.
 - 6. Procedures for processing Applications for Payment.

7. Distribution of Contract Documents.
8. Submittal of Shop Drawings, Product Data and Samples.
9. Preparation of record documents.
10. Use of the site and premises.
11. Office, Work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Housekeeping.
17. Working hours.

1.03 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect/Engineer of scheduled meeting dates.
 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases
 - e. Deliveries.
 - f. Shop Drawings, Product Data, and quality control Samples.
 - g. Possible conflicts.

- h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's recommendations.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Temporary facilities.
 - o. Space and access limitations.
 - p. Governing regulations.
 - q. Safety.
 - r. Inspection and testing requirements.
 - s. Required performance results.
 - t. Recording requirements.
 - u. Protection.
- 2. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect/Engineer.
 - 3. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.04 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
 - 1. The Project Coordinator shall preside at each meeting and shall record results of meetings and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

- B. Provide representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.05 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site bi-weekly. Notify the Owner and Architect/Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
 - 1. The Project Coordinator shall preside at each meeting, and the Architect/Engineer shall record results of meetings and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- B. Attendees: In addition to representatives of the Owner, Architect/Engineer, and each Prime Contractor, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
 - 1. Scheduling Review Meeting: Review progress since the last meeting. Determine where each activity is in relation to the Contractors' Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.

- d. Deliveries.
- e. Off-site fabrication problems.
- f. Access.
- g. Site utilization.
- h. Temporary facilities and services.
- i. Hours of Work.
- j. Hazards and risks.
- k. Housekeeping.
- l. Quality and Work standards.
- m. Change Orders.
- n. Documentation of information for payment requests.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01 3216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for construction progress scheduling.

1.02 CONTRACTORS' CONSTRUCTION SCHEDULE

- A. The Contractors' Construction Schedule shall be a Critical Path Method (CPM) schedule as described below.
- B. Schedule Preparation
 - 1. The Project Coordinator shall provide all scheduling services as detailed in this section.
 - 2. The Contractors' work shall be progressed consistent with the contract dates included in the Contract, the milestone schedule included in the Contract Documents and the Contractors' Construction Schedule.
- C. Project Coordinator's Scheduling Responsibility
 - 1. The General Contractor shall prepare a Critical Path Method (CPM) schedule utilizing the latest version of Primavera software or approved equal. Applications for payment will not be processed by the Owner until the Contractors' Construction schedule has been submitted to and reviewed and accepted by the Architect/Engineer, Owner and all Prime Contractors. The CPM schedule is to be updated on a monthly basis.
 - 2. The Project Coordinator shall employ a professional scheduler with offices located within fifty (50) miles of the jobsite.
 - 3. The Contractors' Construction Schedule shall be based upon the Contractors' logic and time estimates and shall indicate all activities with a maximum duration of 10 working days, all significant features of the work, including the placing of orders and anticipated delivery dates for equipment and material items, submissions and approvals of shop drawings and all work activities to be performed including start dates, completion dates, and overall duration of each activity.
 - 4. Seasonal weather conditions shall be considered in the planning and scheduling of work which is influenced by high or low ambient temperatures, so that contract work is completed within the allotted contract time. In addition, appropriate allowances shall be made for anticipated time losses due to normal rain and snow conditions by statistically expanding the estimated time duration for weather sensitive activities. Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.
- D. Adherence to Schedule

1. Furnish sufficient labor, construction plant and equipment to insure the execution of the work in accordance with the Contractors' Construction Schedule. If the completion time for any significant job does not come within the time allowed by the Contractors' Construction Schedule, the sequence schedule of jobs and the time for performance of jobs shall be revised and resubmitted for approval, by the Project Coordinator showing accomplishment through concurrent operations, additional manpower, additional shifts, overtime, etc., to assure that the Contract completion date will be met. No additional charges to the Owner will be allowed for overtime, additional manpower, equipment, additional shifts, etc., (except as may be provided elsewhere in the Contract) if such expediting procedures or measures are necessary to meet the Contract milestones, Contractors' Construction Schedule, or completion date.
2. Each Prime Contractor agrees that he will make no claim for, and have no right to, additional payment or extension of time for completion of the work, or any other concession because of any misinterpretation or misunderstanding on his part of the project CPM schedule, his failure to attend the pre-bid conference, or because of any failure on his part to fully acquaint himself with all conditions relating to the project CPM schedule and the manner in which it will be used on the project or because of any other failure to participate properly in the development of the schedule or to perform his contract work in accordance with the schedule.

E. Monthly Schedule/Coordination Meetings

1. Each month the Project Coordinator shall conduct a Scheduling Review Meeting as part of the Progress Meeting with all Primes, sub-contractors, the Architect/Engineer, and Owner. The purpose of this meeting is to review the Contractors' construction progress as compared to the approved Contractors' Construction Schedule. The Project Coordinator will be required to update the project CPM schedule based on current job status more frequently if deemed necessary by the Architect/Engineer and Owner.
2. Each Prime Contractor shall bring updated schedule information for discussion at the Scheduling Review Meeting. This information shall include:
 - a. Actual activity start and completion dates.
 - b. Status of outstanding shop drawing submittals or re-submittals for approval.
 - c. Status of equipment and material purchase orders.
 - d. Status of equipment and material delivery dates.
 - e. Review of sequencing changes or changes in duration.
3. Each Prime Contractor shall report the progress actually achieved for each activity that was scheduled to be performed during the previous one month, including the actual dates on which the work was performed. Each Prime Contractor shall agree that this information constitutes the official historical record of project progress.
4. At each Schedule Review Meeting, each Prime Contractor shall document any current delays to work operations. In addition, each Prime Contractor shall provide all available information regarding any potential delays which they anticipate. Each Prime Contractor shall be represented at the monthly scheduling meeting by his project manager who shall have complete authority to provide the information required for the development of the schedule update,

documentation of past progress, and documentation of delays. Contractor and subcontractor representatives shall also be authorized to discuss at these meetings corrective action planned to overcome delaying conditions.

- a. The Project Coordinator shall assemble this documentation into a Progress Report.
 5. The Project Coordinator shall update the Contractors' Construction Schedule every month for submittal to the Architect/Engineer and Owner with the monthly Application for Payment along with the current Progress Report. Payment requisitions will not be processed by the Owner until the Project CPM Schedule updates have been submitted.
- F. Responsibility for Completion
1. Each Prime Contractor agrees that whenever it becomes apparent that any scheduled activities fall behind schedule by ten days or more, or that the Contract completion date will not be met, he will take some or all of the following actions:
 - a. Increase construction manpower in such trades and numbers as will substantially eliminate the backlog of work;
 - b. Increase the number of working hours per shift, shifts per working days, working days per week, or the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.
 - c. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- G. Coordination
1. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 2. Coordinate the Contractors' Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
 3. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect/Engineer's procedures necessary for certification of Substantial Completion.
- H. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by Separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- I. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- J. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other construction activities.

END OF SECTION

SECTION 01 3300 – SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Project Schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
- B. Administrative Submittals: Refer to other Division-01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Applications for payment.
 - 2. Performance and payment bonds.
 - 3. Insurance certificates.
 - 4. List of Subcontractors.
- C. The Schedule of Values submittal is included in Section "Applications for Payment."
- D. Inspection and test reports are included in Section "Quality Control Services."

1.02 SUBMITTAL PROCEDURES

- A. Shop drawings, product data and samples will not be processed by Architect/Engineer until list of subcontractors, material suppliers, and fabricators is submitted as required by General Conditions.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect/Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect/Engineer sufficiently in advance of the Work to permit processing.
 - e. If a substantial quantity of submittals is transmitted within the same time period, note what submittals must be returned within the two week review time since all submittals will not be reviewed and returned within two weeks.
- C. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect/Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- D. Submittal Transmittal: Submit submittals other than materials samples in PDF format via the Architect/Engineer's FTP site. File names must correlate with line items on the submittal schedule, and an email notification must be sent out to notify the Project Team that submittals are available for review. Submittals received from sources other than the Prime Contractor will be ignored.
 1. On a covering transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
- E. Print and distribute to all interested subcontractors and suppliers. After Architect/Engineer's review, forward prints bearing Architect/Engineer's review stamp directly to Owner, Owner's Representative and Contractor's Superintendent at site. Forward additional approved copies to all interested Contractors, subcontractors, and suppliers on project.
- F. When revised for resubmission, clearly identify all changes made since the previous submission.
- G. Schedule delays that may result from the rejection of submittals for non-conformance to the contract documents are the responsibility of the Contractor to recover.

- H. An approval of a submittal by the Architect/Engineer does not constitute an approval of a deviation from the contract requirements. Any deviation from the contract documents must be clearly identified in the submittal for review and approval by the Architect/Engineer. Should a deviation not be clearly identified in the submittal and the submittal is approved by the Architect/Engineer and the work is put in place, the Contractor will be responsible to remove, replace, and/or correct the work in place at no additional cost to the Owner to adhere to the contract documents.

1.03 SUBMITTAL SCHEDULE

- A. Submit Submittal Schedule within 15 days after receiving the executed Contract. All submittals shall be made within 60 days of the date of Notice to Proceed.
 - 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractors' Construction Schedule.
 - 2. Prepare the schedule in chronological order; include submittals required during the first 60 days of construction. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category.
 - d. Name of subcontractor.
 - e. Description of the part of the Work covered.
 - f. Submittals shall be submitted in order of priority.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Architect/Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.04 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site; and submit duplicate copies to the Architect/Engineer and Owner at weekly intervals:
 - 1. List of subcontractors at the site.
 - 2. Approximate count of personnel at the site.
 - 3. High and low temperatures, and general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, losses.
 - 7. Meter readings and similar recordings.
 - 8. Emergency procedures.
 - 9. Orders and requests of governing authorities.
 - 10. Change Orders received, implemented.
 - 11. Services connected, disconnected.
 - 12. Equipment or system tests and start-ups.
 - 13. Partial Completions, occupancies.
 - 14. Substantial Completions authorized.

1.05 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings.
 - 1. Include the following information:
 - a. Dimensions.
 - b. Identification of products and materials included.

- c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - 2. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
 - 3. Initial Submittal: Submit PDF files for the Architect/Engineer's review; a reviewed PDF file will be returned.
 - a. One of the prints returned shall be marked-up and maintained as a "Record Document".
 - 4. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended. The Contractor is responsible to fully coordinate all areas of work with others. This coordination is to be formalized in a set of coordination drawings signed off by all necessary trades and submitted to the Architect/Engineer. This process is to define areas of conflict which can be resolved prior to the start of material / equipment fabrication. The conflicts are to be brought to the Architect/Engineer's immediate attention in writing for resolution. Should a conflict arise after issuance of the coordination drawings to the Architect/Engineer, the Owner will not be responsible for any costs that may be necessary to resolve the conflict.
- 1. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - 2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.06 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be

specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Submittals: Submit PDF files of each required submittal; The Architect/Engineer or Engineer will return the PDFs marked with action taken and corrections or modifications required.
4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.07 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Include the following:

- a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Architect/Engineer's mark indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.08 ARCHITECT/ENGINEER'S ACTION

- A. Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Architect/Engineer will review each submittal, mark to indicate action taken, and return promptly.
 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect/Engineer will stamp each submittal with a uniform, self-explanatory action stamp.
- C. Unsolicited Submittals: Unsolicited Submittals and Submittals not required by the Contract Documents may not be reviewed, may be discarded, or returned to the sender without action.

PART 2 PRODUCTS (Not Applicable).

PART 3 EXECUTION (Not Applicable).

END OF SECTION

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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 each Contractor to adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. Each 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. Each Contractor is responsible for any safety requirements that are contractually those of any Contractor.
- B. **The General Contractor** shall be designated as the **“Lead Safety Contractor”** and **“Competent Person”** with respect to jobsite safety. This responsibility shall be fulfilled by a full time on-site representative. Responsibilities and authority of the “Lead Safety Contractor” shall be as follows:
 - 1. The “Lead Safety Contractor” will be responsible for the overall safety management on the job site. This Contractor is responsible for executing the following activities:
 - a. Collect and review the Safety Programs for all prime contractors to ensure that they are adequate and confirm that they have addressed safety guidelines and requirements.
 - b. Conduct a site specific safety orientation meeting in accordance with the requirements identified in this specification section. The orientation meeting shall review general safety best practices for the proposed scope of work on the project. The meeting shall be conducted prior to the commencement of construction activity. Participation by All Primes is mandatory.
 - c. Provide daily surveillance of Contractor work areas for compliance with OSHA requirements.
 - d. Develop and invoke procedures for advising Contractors of safety violations and deficiencies.
 - e. Initiate corrective action in keeping with this specification section if the prime contractor does not comply with safety violation directives.
 - 2. Reviewing programs, qualifications, records and practices of all other contractors, suppliers, and personnel on the site is part of this responsibility. Where OSHA requires or where unique/ special operations and applications are utilized by any contractor, the “Lead Safety Contractor” must verify that a “Qualified Person” is present. The “Lead Safety Contractor” must conduct monthly Safety Meetings utilizing all contractor safety representatives. Additionally, each Contractor will assure that every employee and their subcontractors on the job site have

received an orientation to the Safety Requirements and Policies for this specific site. This orientation must be documented and proof of the orientation must be forwarded to both the “Lead Safety Contractor” and the Construction Manager.

3. The “Lead Safety Contractor” will maintain a “Competent Person” with a minimum of **a 30 Hour OSHA Certification** full time on site. This person’s responsibility is to review the daily operations for all contractors, suppliers, visitors, and personnel as it pertains to safety. Daily safety walkthroughs are required. This person will be the initial person to serve as the designated site representative during an OSHA inspection. These duties may be assigned to a more senior safety professional if one is present or within appropriate response time. The “Lead Safety Contractor” shall encourage participation of other contractor’s “Safety Representatives” during these inspections.
4. Where the work of one (1) Contractor places another contractor’s workers, suppliers, or subcontractors in jeopardy, the “Lead Safety Contractor” shall direct and coordinate the effort of the contractors, suppliers, and personnel to ensure immediate abatement.
5. The “Lead Safety Contractor” may direct anyone involved to make corrections in the event of a safety violation. Eminent danger conditions shall be corrected immediately. Other less serious infractions shall be abated within 24 hours. Failure of another Contractor to correct a safety violation following written notice by the “Lead Safety Contractor” shall empower the “Lead Safety Contractor” to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Construction Manager will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of expense from the offending Contractor through deduct Change Order.
6. The individual Prime Contractors will maintain primary responsibility for the safety of their own workers and subcontractors, if utilized. The “Lead Safety Contractor” will assist in identifying areas of concern and will endeavor to accomplish required corrections through cooperation of other Prime Contractors and all others involved as necessary. In the event this effort is unsuccessful, the “Lead Safety Contractor” will take action as defined above.
7. The Owner will support the decisions and action taken by the “Lead Safety Contractor” to maintain jobsite safety. The Owner will promptly make payment to the “Lead Safety Contractor” when corrective action has been taken on behalf of an offending Contractor, and the “Lead Safety Contractor” has provided appropriate documentation.

8. The “Lead Safety Contractor” shall provide regular and periodic safety inspections and reports by an independent safety professional with a minimum of a 30 Hour OSHA Certification. This Independent Safety Professional may not be employed by the “Lead Safety Contractor” unless their duties are restricted to safety inspections and training. Inspections and reports shall be performed at least once each month and will include a review of all OSHA requirements for the entire site, including all Prime Contractor and subcontractor work, tools, equipment, and safety practices. A written report must be generated and distributed to all Prime Contractors within 3 days of the safety inspection. Any safety violations noted within the report will be corrected immediately by the responsible party. If not corrected within 24 hours of the report being issued, the “Lead Safety Contractor” shall take action as noted above. A copy of the report must be forwarded to the Construction Manager as proof of performance. If the report is not complete or does not address the entire site and all working conditions, it will be rejected and a new inspection must be held immediately.
9. The “Lead Safety Contractor” will provide a separate line item on their Schedule of Values for Safety. Once the monthly report is issued and accepted and other responsibilities are performed, the “Lead Safety Contractor” can bill against this line item.
10. Each contractor shall provide a safety representative who is responsible to act as the “Competent Person” for their company. This person must have at **least a 10-hour OSHA Certification**, a current First Aid and CPR certification, and all specific knowledge and certifications related to any of their functions and employees. For specialty operations or unique practices, a “Qualified Person” must be utilized and must represent the Contractor.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 ACCIDENTS

- A. All Contractors shall notify the “Lead Safety Contractor and the Owner’s Representative and Architect of any personal injury that could require medical treatment of anyone at the project site. Also, any damage to property arising in connection with the Contractor’s performance should be told to the “Lead Safety Contractor” and the Owner’s Representative and Architect 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 Contractor shall furnish to the “Lead Safety Contractor” and the Owner’s Representative and Architect 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. Each Contractor shall provide the “Lead Safety Contractor” and the Owner’s Representative and Architect 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 Owner’s Representative and Architect.

3.3 SAFETY AGREEMENT

- A. Each Contractor shall review and comply with the following Safety Agreement, items 1 through 4, before beginning work:
1. As a Contractor under this Contract, you have, by accepting this Contract, obligated yourself to conduct all your operations within this Safety Agreement.
 2. The Contractor agrees that the prevention of accidents to employees engaged in the Work under this Agreement is the responsibility of the Contractor.
 3. 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 Safety Contractor” or any other applicable agency may deem unsafe until

corrective measures satisfactory to the “Lead Safety Contractor” 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 “Lead Safety Contractor”, through the Owner, may perform the corrections and all costs will be deducted from payments due or to become due the Contractor. Failure on the part of the “Lead Safety Contractor” to stop unsafe practices shall in no way relieve the Contractor of his responsibility.

4. The Contractor realizes that an effective accident prevention program is to the mutual benefit of all Contractors 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 each Contractor performing on the site. Your attention is directed, but not limited to the following items:

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.

3.5 PERSONAL PROTECTION EQUIPMENT

- A. Each 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. Appropriate attire must be worn at all times while employees are working on-site. Appropriate attire includes sleeved shirts, long pants, appropriate foot wear or shall be in accordance with all applicable OSHA regulations.
 3. Safety glasses must be worn by people at all times while on site. No exceptions.

3.6 SAFETY MEETINGS

- A. Each Contractor 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. The Owner’s Representative’s personnel will be allowed to participate in these safety meetings.

3.7 FIRE PROTECTION

- A. When necessary, Contractors must supply approved type fire extinguisher for emergency use within their own immediate area of operation, including the Contractor's office, tool and storage enclosures.

3.8 TREATMENT OF INJURIES

- A. Contractors 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 appropriate Contractor for immediate correction. Conversely, any Contractor should call attention to any unsafe conditions or unsafe practice by any other Contractor at the site.

3.10 INSTALLED SAFETY APPARATUS

- A. Each Contractor is responsible for the reinstallation of safety apparatus installed by other Contractors if removed to facilitate the installation of their own contract work. Each Contractor is to return the safety cables to an OSHA approved condition without slack.

3.11 WEAPONS POLICY

- A. 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 may 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.

3.12 RADIOS

- A. The playing of radios or the use of headsets/ earphones will not be permitted on this project.

3.13 DEFINITIONS

- A. Per 29 CFR 1926.32(f), a "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions, which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

- B. Per 29 CFR 1926.32(l), a “Qualified Person” is one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.

END OF SECTION 013500

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SECTION 01 4000 – QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect/Engineer.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, tests, and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Architect/Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.02 RESPONSIBILITIES

- A. Contractor Responsibilities: Provide inspections, tests, and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's

responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.

1. Employ and pay an independent agency, to perform specified quality control services.
 - a. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, do not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
 2. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility.
 3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing security and protection of samples and test equipment at the Project site.
- B. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect/Engineer and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- C. Coordination: The Contractor and each agency engaged to perform inspections, tests, and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.03 SUBMITTALS

- A. Submit a certified written report of each inspection, test or similar service, to the Architect/Engineer, in duplicate.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.

- j. Location of sample or test in project.
- k. Ambient conditions at the time of sample-taking and testing.
- l. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
- m. Name and signature of laboratory inspector.
- n. Recommendations on retesting.

1.04 QUALITY ASSURANCE

- A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

1.05 TRADESMEN & WORKMANSHIP

- A. Ensure that tradesmen performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate

deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

3.02 REPLACEMENT OF WORK

- A. Within 24 hours after rejection of work pursuant to the General Conditions, remove all materials and equipment so rejected and immediately replace work, at the Contractor's cost, to the satisfaction of the Architect/Engineer. Should the work of the Owner or other Contractors be damaged by such removal or replacement, reimburse the Owner or other Contractors for all costs incurred for correcting damage.

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SECTION 01 4100 – REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General Safety and Health Regulations.
- B. Labor Requirements.
 - 1. Discrimination Prohibition.
 - 2. Non-Discrimination Clause.
 - 3. Human Relations Act.
 - 4. PA Prevailing Wage Rates.
 - 5. Harassment Policy.
- C. Environmental Statutes and Regulations.
- D. Miscellaneous Regulations.
 - 1. Buy America Clause.
 - 2. Provision for the Use of Aluminum and Steel Products made in the United States.
 - 3. Standard of Quality.
 - 4. Cash Allowances.
- E. Tax Exemption.
- F. Asbestos Containing Materials Prohibited
- G. Background Checks
 - 1. Department of Human Services Child Abuse History Clearance {Act 151 of 1994}.
 - 2. Pennsylvania State Police Request for Criminal Records Check {Act 34 of 1985}.
 - 3. Federal Criminal History Record Information (CHRI) {Act 114 of 2006}.
 - 4. Pennsylvania Department of Education Form 6004 {Act 24 of 2011}

1.02 GENERAL SAFETY AND HEALTH REGULATIONS.

- A. Nothing contained in the Contract shall be construed as relieving Contractor in any way of Contractor's responsibility for strict compliance with all governmental requirements pertaining to health and safety.
- B. The Contract is to be governed at all times by applicable provisions of federal law, including but not limited to the following:
 - 1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - 2. Part 1910 - Occupational Safety and Health Standards, Chapter XIII of Title 29, Code of Federal Regulations.
- C. Adhere to project safety procedures and policies for construction activities at all times.

1.03 LABOR REQUIREMENTS

- A. Discrimination Prohibited: Each Contract entered into by a government agency for the construction, alteration, or repair of any public building or public work shall contain the following provisions:

Discrimination Prohibited: According to Commonwealth Procurement Code, 62 Pa. C.S.A. Section 3701, the Contractor agrees that:

1. In the hiring of employees for the performance of the Work under the Contract, or any subcontract, no such Contractor or subcontractor, shall by reason of gender, race, creed or color, discriminate against any citizen of the Commonwealth who is qualified and available to perform the work to which the employment relates.
 2. No Contractor, sub-contractor, nor any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color;
 3. This Contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.
- B. Non-Discrimination Clause: During the term of the Contract, Contractor agrees to comply with all nondiscrimination provisions of the Contract Documents and all state and federal laws and regulation prohibiting discrimination in hiring and employment opportunities.
- C. 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 agrees to comply with the provisions of this Act as amended and said act is hereby a part of the Contract Documents. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.
- D. Pennsylvania Prevailing Wage Rates: This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 422 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefor in the locality in which public work is performed, are made part of this Specification.
- E. The School District has an established Harassment Policy prohibiting harassment. The Owner's policy indicates their strong commitment to prohibit and prevent unlawful harassment, and to set forth a procedure for investigating and resolving internal complaints of unlawful harassment. The Contractor will be required to establish and maintain a similar policy against harassment for all employees at the Project site. The Owner will not tolerate harassment at the Project Site, and the Contractor will be expected to deal swiftly with any employee who violates the harassment Policy.

1.04 ENVIRONMENTAL STATUTES AND REGULATIONS

- A. Comply with all applicable provisions of federal and state laws dealing with the prevention of environmental pollution and the preservation of natural resources, including but not limited to the Federal Air Quality Act of 1967; the Clean Air Act; the Clean Water Restoration act; the Water Pollution Control Act Amendments of 1956; the Water Quality Act of 1965; the Water Quality Improvement Act of 1970; the Water Pollution Control Act Amendments of 1972; the Water Facilities Act (see Consolidated Farmer's Home Administration Act of 1961); the Watershed Protection and Flood Prevention Act; the Pennsylvania Air Pollution Control Act; the Clean Streams Law; the Solid Waste Management Act; the Municipal Waste Planning, Recycling, and Waste Reduction Act; A.H.E.R.A; and all rules and regulations thereunder, including but not limited to, those formulated by the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Resources and the Department of Environmental Protection. Nothing contained in the Contract shall be construed as relieving Contractor in any way of Contractor's responsibility for strict compliance with all governmental requirements pertaining to environmental protection.
- B. Commonwealth Procurement Code, 62 Pa. C.S.A. Section 3302 provides that if the successful bidder must undertake additional work due to enactment of new or the amendment of existing statutes, rules or regulations occurring after the submission of the successful proposal, the School District shall issue a Change Order setting forth the additional work that must be undertaken, which shall not invalidate the Contract. The cost of such a Change Order to the School District shall be determined in accordance with the provisions of the Contract for Change Orders or force accounts or, if no such provision is set forth in the Contract, then the cost to the School District shall be the Contractor's costs for wages, labor costs other than wages, wage taxes, materials, equipment rentals, insurance, and subcontractors' costs attributable to the additional activity plus a reasonable sum for overhead and profit; provided however, that such additional costs to undertake work not specified in the invitation for proposal shall not be approved unless written authorization is given the successful bidder prior to his undertaking such additional activity.
- C. Nothing contained in the Contract Documents for construction shall be construed by the Contractor as relieving him in any way of his responsibility for strict compliance with the statutes, rules and regulations contained in the above mentioned Environmental Protection Act.

1.05 MISCELLANEOUS REGULATIONS

- A. Buy American Clause: Contractor shall comply with the provisions of Pennsylvania Law 53-PS-312F, which states, "Every contract for the construction, reconstruction, repair, improvement or maintenance of public work shall contain a provision that any steel products used or supplied in the performance of the contract or any subcontracts thereunder shall be from steel made in the United States." Also PA. Law 773.103 with similar provisions.
- B. Provision for the Use of Aluminum and Steel Products made in the United States: In accordance with Act No. 3 of 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 thereunder.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The Act also provides clarifications and penalties.

The Contractor and subcontractors shall comply with 71P.S. Section 773.110 dealing with aluminum or steel products made in a foreign country which has been determined to discriminate.

- C. 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. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, and followed by the words "or as approved equal", they shall be subject to equals only as approved by the Architect/Engineer in accordance with substitution procedures specified in Section 01 60 00. Substitutions considered by Owner or Architect/Engineer shall be limited to those proposed before bids are due unless products or systems become unavailable through no fault of the Contractor.
 - D. Standards of quality for the work are as established by description, by reference to trade name, manufacturer's names or by catalog model or figure numbers and color selection.
 - 1. Wherever a sole source manufacturer is listed or identified in the documents, no substitutions will be accepted.
 - 2. Work specified which becomes unavailable due to strike, loss of plant through fire or flood, bankruptcy, or other unforeseeable cause, shall be substituted equally at no cost to the Owner from another source subject to substitution procedures in the Contract Documents.
 - 3. Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work, such as rough-in, changes in supporting foundations, and other related work.
 - 4. The Contractor shall assume full responsibility for adequacy of substitute work.
 - E. Cash Allowances: Cash allowances are not to be included in the bid specifications.
- 1.06 ASBESTOS CONTAINING MATERIALS PROHIBITED
- A. Certify that "no asbestos containing materials" (ACM) and no "asbestos containing building materials" (ACBM) are used in this installation.
 - B. A Contractor installing asbestos containing building materials (ACBM) will be exclusively responsible for all costs related to the removal of this material. This material will be removed by the designee of the School District in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (P.L. 99-519).

- C. If at any time in the future it is discovered that there are any “asbestos containing material” (ACM) or any “asbestos containing building materials” (ACBM) in this installation, the Contractor installing such material will be exclusively responsible for all costs related to the removal of this material. This material will be removed by the designee of the School District in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (P.L. 99-519).

1.07 TAX EXEMPTION

- A. Owner is exempt (excluded) from sales or use tax in Pennsylvania on certain transactions. Each Prime Contractor and subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and use tax all tangible personal property within the definition of “building machinery and equipment” as that term is defined in Act 45-1998. In order to facilitate such purchases free of sales and use tax in Pennsylvania, the Owner agrees to execute a certification properly limited to the project and prepared by the Contractor or subcontractors as may be required by the regulations of the Pennsylvania Department of Revenue.
- B. Assignment of Tax Refund Rights: The Contractor agrees to assign and transfer to the Owner all its rights to sales and use taxes which may be refunded as a result of a claim for refund for materials purchased in connection with this contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment. The contractor for this project will not be signed until the Owner receives a written Assignment by the Contractor of all rights to appeal any Sales and Use Tax payment questions to the Department of Revenue. A copy of the form for Assignment of Tax Refund Rights is included in this project manual and is hereby made a part of the Contract Documents.
- C. Access to Accounting Records: The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to all the Contractor’s record, books, correspondence, instruction, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.
- D. Contracts with subcontractors: The Contractor agrees to include “Access to Accounting Records” and “Assignment of Tax Refund Rights” paragraphs in any contracts with subcontractors.
- E. The following definition is quoted from Act No. 45-1998 and has been included to assist the Contractor. Each Contractor is responsible for complying the full Act 45-1998 as applicable as to this Project.
 - 1. “Building machinery and equipment.” Generation equipment, storage equipment, air conditioning equipment, distribution equipment and termination equipment which shall be limited to the following:
 - a. air conditioning limited to heating, cooling, purification, humidification, dehumidification and ventilation;
 - b. electrical;

- c. plumbing;
 - d. communications limited to voice, video, data, sound, master clock, and noise abatement.
 - e. alarms limited to fire, security, and detection;
 - f. control system limited to energy management, traffic and parking lot, and building access;
 - g. medical system limited to diagnosis and treatment equipment, medical gas, nurse call, and doctor paging;
 - h. laboratory system;
 - i. cathodic protection system, or
 - j. furniture, cabinetry, and kitchen equipment.
2. The term shall include boilers, chillers, air cleaners, humidifiers, fans, switchgear, pumps, telephones, speakers, horns, motion detectors, dampers, actuators, grills, registers, traffic signals, sensors, card access devices, guardrails and medical devices, floor troughs and grates, and laundry equipment, together with integral coverings and enclosures, whether or not the item constitutes a fixture or is otherwise affixed to the real estate; whether or not damage would be done to the item or its surroundings upon removal; or whether or not the item is physically located within a real estate structure. The term “building machinery and equipment” shall not include guardrail posts, pipes, fittings, pipe supports and hangers, valves, underground tanks, wire conduit, receptacle and junction boxes, insulation, ductwork, and coverings thereof.

1.08 BACKGROUND CHECKS

- A. Pursuant to The Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended, 24 P.S. §1-111: all applicants for employment in public and private schools, employees of independent contractors seeking business with public and private schools, and student teacher candidates shall undergo background checks if they will have direct contact with students.
- 1. Reports shall be no more than one year old at the time of employment.
 - 2. All employees on the project site must have background check prior to entering the site.
- B. Department of Human Services Child Abuse History Clearance {Act 151 of 1994}.
- 1. The Pennsylvania Child Abuse History Clearance can be submitted and paid for online through the Child Welfare Information Solution (CWIS) self-service portal, <http://www.compass.state.pa.us/cwis>.
- C. Pennsylvania State Police Request for Criminal Records Check {Act 34 of 1985}.
- 1. The Pennsylvania State Police has also established a web-based computer application called “Pennsylvania Access To Criminal History,” (PATCH): <https://epatch.state.pa.us/Home.jsp>.
- D. Federal Criminal History Record Information (CHRI) {Act 114 of 2006}.
- 1. Registration: The applicant must register prior to going to the fingerprint site. Walk in service is allowed but all applicants are required to complete pre-enrollment in the new Universal Enrollment system. Pre-enrollment can be completed online or over the phone. The registration website is available online 24 hours/day, seven days per week at <https://uenroll.identogo.com>. Telephonic

registration is available at 1-844-321-2101 Monday through Friday, 8am to 6pm EST. During the pre-enrollment process, all demographic data for the applicant is collected (name, address, etc.) along with notices about identification requirements and other important information.

- a. When registering on-line, use the agency specific Service Code “**1KG6XN**” to ensure the application is processed for the correct agency and/or applicant type. Using the correct service code ensures the background check is submitted for the correct purpose. Fingerprint requests processed through any other agency or purpose cannot be accepted and are not transferrable. If an applicant enters the wrong code by mistake, the incorrect applicant type will appear at the top of the screen. The applicant should select the “Back to Home” button and begin the process again, by reentering the correct Service Code. If the applicant proceeds with the process under the incorrect code, the pre-enrollment and/or results cannot be transferred to another state agency and the applicant will have to start the process over and pay for the background check again.
2. Payment: The applicant will pay a fee for the fingerprint service and to secure an unofficial copy of the Criminal History Record. Major Credit Cards as well as Money orders or cashier’s checks payable to MorphoTrust will be accepted on site for those applicants who are required to pay individually. No cash transactions or personal checks are allowed.
 - a. IDEMIA has also established a payment option for fingerprinting services for entities interested in paying the applicant’s fee. This new option provides a payment ‘coupon’ that the entity will provide to each applicant for use. Each coupon is unique and may only be used one time. Account applications must be completed prior to the applicant visiting the fingerprint site. The authorized representative must complete the account application. To establish a billing account, visit the website <https://www.identogo.com/locations/pennsylvania> and download an application.
3. Fingerprint Locations: After registration, the applicant proceeds to the fingerprint site of their choice for fingerprinting. The location of the fingerprint sites and days and hours of operation for each site are posted on IDEMIA's website at <https://uenroll.identogo.com>. The location of fingerprint sites may change over time; applicants are encouraged to confirm the site location nearest to their location. PDE encourages entities where access to the fingerprint location is more than 25 miles away to contact IDEMIA and suggest areas where another closer site could be established.
 - a. You will need to bring the required documentation and form of payment to one of the locations listed below. Please contact the fingerprinting site for specific hours of operation.
 - 1) Chester County Intermediate Unit
455 Boot Road
Downingtown, PA 19335
484-237-5018
 - 2) Five Points Insurance, Inc.
814 Paoli Pike
West Chester, PA 19380
610-738-4100

4. Fingerprinting: At the fingerprint site the Enrollment Agents (EA) manages the fingerprint collection process. The fingerprint transaction begins when the EA reviews the applicant's qualified State or Federal photo ID before processing the applicant's transaction. Applicants will not be processed if they cannot produce an acceptable photo ID. After the identity of the applicant has been established, all ten fingers are scanned to complete the process. The entire fingerprint capture process should take no more than three to five minutes.
5. Report Access: For the public or private school or higher education institution to access the official report via the electronic system, applicants must present their UEID to the hiring entity (as shown on the receipt provided after fingerprint capture). This process allows an applicant to provide multiple potential employers with their UEID, as the report is linked to the UEID number and not assigned to a specific school. If an applicant has lost their receipt or needs to confirm UEID, the applicant may visit the UEP website (<https://uenroll.identogo.com/>) and simply check status of their file by providing alternate personal information. Applicants will enter their personal information after clicking in the lower portion of that screen to obtain their receipt with the UEID.

Applicants will receive an unofficial copy of their report. However, the school is required to review the official CHRI online and print a file copy of the CHRI if the applicant is hired by the school or their contractor, or if the applicant is approved for student teaching.

- E. Pennsylvania Department of Education Form 6004 {Act 24 of 2011}.
 1. In addition to the unofficial CHRI report, an applicant must complete and submit to a prospective employer the PDE Form 6004 (attached), required by Section 111(j)(1) of the School Code, indicating that the applicant has not been disqualified from employment.
 2. As required by subsection (c.4) and (j)(2) of 24 P.S. §1-111, this form shall be completed and submitted by all current and prospective employees of said institutions to provide written reporting of any arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) and (f.1) and to provide notification of having been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.
 3. As required by subsection (j)(4) of 24 P.S. §1-111, this form also shall be utilized by current and prospective employees to provide written notice within seventy-two (72) hours after a subsequent arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SAFETY REQUIREMENTS

- A. Perform all work in accordance with rules, regulations, procedures and safe practices, and OSHA and all other Government agencies having jurisdiction over the project.

3.02 SAFETY PRECAUTIONS AND PROGRAMS:

- A. Be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the work.
- B. Comply with the provisions of the "Occupational Safety and Health Act" and Federal, State, and local requirements.
- C. If a Contractor fails to maintain the safety precautions required by law or directed by authorities having jurisdiction, the Owner may take such action as necessary and charge the Contractor therefore. The failure of the Owner to take any such action shall not relieve the Contractor of his obligations.
- D. Be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
- E. Prior to mobilizing to the job, submit, in writing, a description of his safety program. During the conduct of the work, immediately notify the Owner in writing of all accidents and submit a written report describing in detail the circumstances of each accident within 24 hours of an accidental death and within 48 hours for all other occurrences.
- F. Notify the Owner of any flammable, combustible, and toxic materials intended for use on the project and shall furnish literature pertinent to the use and control of all materials, including, but not limited to M.S.D.S. sheets.
- G. Delegate one representative who shall be responsible to maintain all safety requirements of the Contractor.

3.03 SAFETY OF PERSONS AND PROPERTY:

- A. Take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage or loss to:
 - 1. All school personnel, employees on the work site, and all other persons who may be affected thereby.
 - 2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-Subcontractors.
 - 3. Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction, and underground property.
- B. Give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority, including the Owner's requirements bearing on the Safety of persons or property or their protection from damage, injury or loss.
- C. Erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including danger signs and other warnings against hazards.

- D. Promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, his Subcontractors, his Sub-Subcontractors, or anyone directly employed by any of them, or by anyone for whose acts any of them be liable.
- E. Do not load or permit any part of the work to be loaded so as to endanger its integrity and safety.
- F. If using a method of blasting to perform work on the project, use all proper methods, including adequate safety matting and overburden, progressive time sequences, and scaled distances, in accordance with all governmental regulations.
- G. The use of audio equipment and headsets will not be permitted on the construction site.

3.04 PERSONAL PROTECTION REQUIREMENTS

- A. All persons entering the project shall wear hard hats that are in good condition and meet ANSI Z89.1-1981 and ANSI Z89.2-1971. Hard hats shall be worn in the proper manner.
- B. All persons entering the project shall wear proper work boots, clothing, and attire, including long trousers (short pants will not be allowed) and shirts.
- C. All job site personnel shall strictly adhere to the following rules and regulations:
 - 1. Use of approved eye protection by all Contractor personnel shall be required during all types of percussion and reciprocating work or when other requirements govern.
 - 2. Approved respiratory equipment shall be worn by all personnel exposed to hazardous volumes of toxic or noxious dusts, fumes, mists, or gases.
 - 3. Personal protective equipment is to be used under unusual conditions, such as high temperature work, handling caustic or corrosive liquids, or molten metals.
 - 4. As defined in the occupational Safety & Health Act, safety belts, complete with lanyards, or parachute-style harness, complete with lanyard, are to be used where there is a danger of falling.
- D. Contractor shall provide safety training to all his employees.
- E. All shipments to the site shall have the required documentation and labels attached, and the documentation and labels shall be maintained while the material is on site.

3.05 HOUSEKEEPING

- A. Materials and equipment must be piled up or stored in a safe manner. Aisles must be kept clear.
 - 1. Aisles, stairwells, and base areas of ladders are to be kept clear at all times.
- B. Elevate all drop cables and extension cords above the ground, or protect in such a way to allow traffic to pass.
 - 1. The cords and connections at temporary panels must be maintained in an orderly fashion at all times to prevent tripping.

- C. Smoking and tobacco products will not be permitted on school property.
- D. Consumption of food and beverages shall be in designated areas and at specified times.
- E. Glass-bottled refreshments will not be allowed in the workplace.
- F. Welding stubs and shells from explosive activated tools shall be collected and properly disposed of by Contractor.
- G. Nails are to be bent over or removed from wood.

3.06 M.S.D.S.-CONTROLLED PRODUCTS

- A. The Contractor shall notify Owner of any controlled products that he brings or causes to have brought onto the site. The Contractor shall submit copies of the Material Safety Data Sheet (M.S.D.S.) for the controlled product and retain a copy of the M.S.D.S. on site for his own reference. The legal storage, use, and disposal of any controlled product is the responsibility of the Contractor.
- B. Comply with OSHA Communications' Standards 29 CFR 1910-1200 for hazardous materials. Maintain a Material Safety Data Sheet on file at the jobsite for each chemical brought to the site.
- C. Temporary storage of hazardous materials shall be the responsibility of the Contractor. Final cleanup and removal shall be by the Contractor.

3.07 EMERGENCIES

- A. In any emergency affecting the safety or persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury, or loss, and shall immediately notify the Owner of such emergency conditions. Any claims made by the Contractor for additional compensation or extension of time on account of emergency work shall be processed in accordance with the General Conditions of the Contract.

3.08 ATTACHMENTS

- A. Arrest/Conviction Report and Certification Form (PDE-6004 03/01/2016)

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ARREST/CONVICTION REPORT AND CERTIFICATION FORM
(under Act 24 of 2011 and Act 82 of 2012)

Section 1. Personal Information

Full Legal Name: _____

Date of Birth: ____/____/____

Other names by
which you have
been identified: _____

Section 2. Arrest or Conviction

☐

By checking this box, I state that I have NOT been arrested for or convicted of any Reportable Offense.

☐

By checking this box, I report that I have been arrested for or convicted of an offense or offenses enumerated under 24 P.S. §§1-111(e) or (f.1) ("Reportable Offense(s)"). See Page 3 of this Form for a list of Reportable Offenses.

Details of Arrests or Convictions

For each arrest for or conviction of any Reportable Offense, specify in the space below (or on additional attachments if necessary) the offense for which you have been arrested or convicted, the date and location of arrest and/or conviction, docket number, and the applicable court.

Section 3. Child Abuse

☐

By checking this box, I state that I have NOT been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

☐

By checking this box, I report that I have been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

Section 4. Certification

By signing this form, I certify under penalty of law that the statements made in this form are true, correct and complete. I understand that false statements herein, including, without limitation, any failure to accurately report any arrest or conviction for a Reportable Offense, shall subject me to criminal prosecution under 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Signature

Date

INSTRUCTIONS

Pursuant to 24 P.S. §1-111(c.4) and (j), the Pennsylvania Department of Education developed this standardized form (PDE-6004) to be used by current and prospective employees of public and private schools, intermediate units, and area vocational-technical schools.

As required by subsection (c.4) and (j)(2) of 24 P.S. §1-111, this form shall be completed and submitted by all current and prospective employees of said institutions to provide written reporting of any arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) and (f.1) and to provide notification of having been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

As required by subsection (j)(4) of 24 P.S. §1-111, this form also shall be utilized by current and prospective employees to provide written notice within seventy-two (72) hours after a subsequent arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

In accordance with 24 P.S. §1-111, employees completing this form are required to submit the form to the administrator or other person responsible for employment decisions in a school entity. Please contact a supervisor or the school entity administration office with any questions regarding the PDE 6004, including to whom the form should be sent.

PROVIDE ALL INFORMATION REQUIRED BY THIS FORM LEGIBLY IN INK.

LIST OF REPORTABLE OFFENSES

- **A reportable offense enumerated under 24 P.S. §1-111(e) consists of any of the following:**

- (1) An offense under one or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

<ul style="list-style-type: none"> ▪ Chapter 25 (relating to criminal homicide) ▪ Section 2702 (relating to aggravated assault) ▪ Section 2709.1 (relating to stalking) ▪ Section 2901 (relating to kidnapping) ▪ Section 2902 (relating to unlawful restraint) ▪ Section 2910 (relating to luring a child into a motor vehicle or structure) ▪ Section 3121 (relating to rape) ▪ Section 3122.1 (relating to statutory sexual assault) ▪ Section 3123 (relating to involuntary deviate sexual intercourse) ▪ Section 3124.1 (relating to sexual assault) ▪ Section 3124.2 (relating to institutional sexual assault) ▪ Section 3125 (relating to aggravated indecent assault) ▪ Section 3126 (relating to indecent assault) ▪ Section 3127 (relating to indecent exposure) ▪ Section 3129 (relating to sexual intercourse with animal) ▪ Section 4302 (relating to incest) ▪ Section 4303 (relating to concealing death of child) 	<ul style="list-style-type: none"> ▪ Section 4304 (relating to endangering welfare of children) ▪ Section 4305 (relating to dealing in infant children) ▪ A felony offense under section 5902(b) (relating to prostitution and related offenses) ▪ Section 5903(c) or (d) (relating to obscene and other sexual materials and performances) ▪ Section 6301(a)(1) (relating to corruption of minors) ▪ Section 6312 (relating to sexual abuse of children) ▪ Section 6318 (relating to unlawful contact with minor) ▪ Section 6319 (relating to solicitation of minors to traffic drugs) ▪ Section 6320 (relating to sexual exploitation of children)
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- (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as “The Controlled Substance, Drug, Device and Cosmetic Act.”
- (3) An offense SIMILAR IN NATURE to those crimes listed above in clauses (1) and (2) under the laws or former laws of:
 - the United States; or
 - one of its territories or possessions; or
 - another state; or
 - the District of Columbia; or
 - the Commonwealth of Puerto Rico; or
 - a foreign nation; or
 - under a former law of this Commonwealth.

- **A reportable offense enumerated under 24 P.S. §1-111(f.1) consists of any of the following:**

- (1) An offense graded as a felony offense of the first, second or third degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (10) ten years has elapsed from the date of expiration of the sentence for the offense.
- (2) An offense graded as a misdemeanor of the first degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (5) five years has elapsed from the date of expiration of the sentence for the offense.
- (3) An offense under 75 Pa.C.S. § 3802(a), (b), (c) or (d) (relating to driving under influence of alcohol or controlled substance) graded as a misdemeanor of the first degree under 75 Pa.C.S. § 3803 (relating to grading), if the person has been previously convicted of such an offense and less than (3) three years has elapsed from the date of expiration of the sentence for the most recent offense.

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SECTION 01 4200 – REFERENCES

PART 1 GENERAL

1.01 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect/Engineer," "requested by the Architect/Engineer," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Architect/Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Architect/Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "Installer," means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 - 2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - 3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 50-Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - 1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
 - 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mode are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where 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 the standard in effect as of the date of the Contract Documents.
- C. 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.

- D. 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 other 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.

1.04 SUBMISSIONS

- 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 performance of the work.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01 5000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.02 USE CHARGES

- A. Water Service: available at no cost from Owners lines. Practice water conservation. Provide necessary extension hoses.
- B. Electric power from the Owner's existing system may be used.
- C. Other entities using temporary services and facilities include, but are not limited to:
 - 1. Other non-prime Contractors.
 - 2. The Owner's work forces.
 - 3. The Architect/Engineer and his consultants.
 - 4. Testing Agencies
 - 5. Personnel of government agencies.

1.03 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department, and Rescue Squad rules.
 - 5. Environmental protection regulations.

- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
 - 2. Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdiction.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility.
 - 1. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
- C. Maintain any temporary or support facilities constructed or installed for the duration of the project.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect/Engineer, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Site Enclosure Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-

inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails.

- 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.

2.02 TEMPORARY FACILITIES

- A. General: Provide incombustible construction for offices, shops, and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
 - 1. **Locate trailers and sheds in location on site as directed by the Owner.**
 - 2. **Maximum size permitted: 8 foot by 20 foot.**
- B. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- C. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect/Engineer, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip office as follows:
 - 1. Heating and cooling to maintain a minimum/maximum temperature of 70 degrees F.
 - 2. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
 - 3. Drinking water cooler with bottled water service.
 - 4. Tables with 14 to 16 chairs for project meetings.
 - 5. Contractor's Phone and Fax facilities shall be available for use by the Owner, if needed.
 - 6. Plan table of appropriate size.
 - 7. Appropriate comprehensive first aid kit.
 - 8. Temporary telephone service for use by all construction personnel.

- D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.03 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Architect/Engineer, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured NEMA 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.
- C. Electrical Power Cords: 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.
- D. Lamps and Light Fixtures: Provide general service 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.
- E. Dehumidification and Ventilation Equipment: Provide equipment required to provide proper cures, maintain schedule, or protect installed Work. Each Prime Contractor is responsible for providing equipment as needed for its own work.
- F. Sanitary Facilities: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material in accordance with sanitary guidelines. The **General Contractor** ~~Sitework Contractor~~ is **solely** responsible for facilities from the start of construction through **substantial completion** ~~April 1st, 2020. The General Construction contractor to provide facilities between April 1st, 2020 through the completion of construction.~~
- G. First Aid Supplies: Comply with governing regulations.
- H. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices 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 classes for the exposures.

1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General: Use qualified personnel for installation of temporary facilities.
 1. 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.
 2. See "SITE PLAN" in the drawings for possible locations of various temporary construction facilities and controls.
 3. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
 4. 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 authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. Temporary Construction Water: Provide water to facilitate construction and demands of project (i.e.) masonry, wheel wash etc. Coordinate all water provisions with local water company. Provide and maintain water service and keep from freezing.
- B. Temporary HVAC: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 1. Remove all fuel for heating units from the building at the end of each workday, and secure properly. No fuel shall be left in the building overnight.
- C. Temporary Electrical Power: Provide service to handle the needs for at least as many construction trailers as there are Prime Contractors plus one.
 1. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period.

Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

2. Except where overhead service must be used, install electric power service underground.
3. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
4. **Electrical contractor is responsible for the monthly electrical usage bills for the construction trailer temporary electrical service.**

D. Lighting: Provide temporary lighting that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Temporary safety lighting shall remain on 24 hours a day, 7 days per week, for the duration of the project, to prevent break in and safety hazards.

3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. Temporary Roads and Lay-down Areas: Construct and maintain temporary roads and lay-down areas adequate for construction operations. Locate temporary roads and lay-down areas as shown on site plan.

B. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

1. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
2. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
3. Provide constant protection against rain, wind, storms, frost or heat so as to maintain the work, materials, apparatus, and fixtures free from damage. At the end of each day's work, cover work likely to be damaged.

C. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

1. Provide and operate all hoists and derricks and furnish and erect all ladders and scaffolding, constructed to afford proper protection to craftsmen, their work and

other work in progress and previously executed. Hoists, derricks, and other apparatus shall be equipped with safety devices required by law and shall be so placed as not to interfere with, or damage, any work or property.

- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by 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.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

- G. Barricades, Warning Signs, and Lights: 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 needed provide lighting, including flashing red or amber lights.
- H. Temporary Fire Protection: Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose.
 - 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 hazardous fire exposure areas.
 - 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
 - 5. No welding, cutting by torch, or Work utilizing or causing inflammable waste shall be done unless adequate fire protection is provided and maintained for the duration of the Work in the area or operations.
 - 6. No fires for any purpose will be permitted on the Project. Remove all refuse from the Owner's property.

3.05 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Unless the Architect/Engineer requests that it be maintained longer, remove each temporary facility when the need has ended, or 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. If the Contractor fails to carry out his responsibilities in providing temporary utilities, as set forth above, the Owner shall have the right to take such action as he deems proper for the protection and conduct of the Work, and to deduct the cost thereof from the amount due the Contractor.

END OF SECTION

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SECTION 015800 - PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General Contractor shall provide temporary on-site information signs:
 - 1. As may be required by local codes, laws and regulatory agencies.
 - 2. To identify key elements of the construction facilities.
 - 3. To direct traffic.
 - 4. To facilitate trade gate system if required.
 - 5. Provide other signs as may be required such as No Trespassing, No Parking, Safety Signs, and directional signs as directed by the Owner's Rep. No trespassing signs will be installed no less than every 15', the signage will be minimum size of 18" by 12".
- B. Remove signs on completion of construction or as directed by Owner's Representative.
- C. Allow no other signs to be displayed.

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 Owner's 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 Owner's Representative and Architect as required by the Owner's 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.
- C. Rough Hardware: Galvanized.
- D. Paint: Exterior quality, as specified in Section 09 90 00.
 - 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

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SECTION 01 6000 – PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture, for existing components being replaced.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.05 SUBSTITUTIONS PRIOR TO RECEIPT OF BID

- A. Prior to Bidding: In order to be approved prior to bidding request for Substitutions shall be submitted during the bidding period and shall be received 10 days prior to receipt of bids. Comply with the requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed
- C. Substitution with Contract Documents.
- D. A request constitutes a representation that the Prime Bidder:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. That the use of this product will not have an adverse effect on any other trade or Prime Contractor or the Construction Schedule.
 - 4. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitution Submittal Procedure:
 - 1. Submit request for Substitution for consideration. Limit each request to one proposed Substitution. Identify specification section of Product being considered.
 - 2. Clearly delineate on Contract Document specification section applicable for Product which a proposed substitution is being submitted, differences between substitution and Product specified.
 - 3. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 4. The Architect/Engineer will notify all bidders in writing of decision to accept or reject request by addendum.
 - 5. Each request shall include all information required to make a technical comparison of the product to be substituted with the specified product. This information shall include color and finish samples if the installed product will be visible after installation.
- F. Submit each request for substitution accompanied by a separate Substitution Request Form, a copy of which is bound in these specifications.

1.06 SUBSTITUTIONS AFTER EXECUTION OF THE AGREEMENT

- A. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.

- B. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request as included above, or when acceptance will require revision to the Contract Documents. All cost associated with making a substitution including revisions to other work, and fees of the Architect/Engineer/Engineer shall be paid by the Contractor requesting the substitution. A request for substitution shall include a Change Order Form.
- C. Substitution of Materials: No substitutions of materials will be considered after the Execution of the Contract without a Credit Change Order to the Owner, unless a Product becomes unavailable through no fault of the Contractor.
- D. A request constitutes a representation that the Contractor:
 - 1. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 2. Waives claims for additional costs or time extension which may subsequently become apparent due to the request for substitution.

PART 2 PRODUCTS Not Used.

PART 3 EXECUTION Not Used.

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: West Chester Area School District
1181 McDermitt Drive
West Chester, PA 19380
Atten: Mark Groves
Fax#: 484.266.1299

PRODUCT INFORMATION:

As a Prime Bidder on the Project referenced at the top of this page, we are requesting the following substitution:

Section No.	Page No.	Paragraph	Specified Manufacturer/ Product
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PROPOSED SUBSTITUTION

Manufacturer's Home Office: Local Representative:

Address: Address:

Telephone: Telephone:

Contact: Contact:

Attached to this request is product data, specifications, performance tests and data, and color samples. The attached information also includes any modifications of the Contract Documents which would be required if this substitution is utilized for this Project.

- A. The undersigned states that as a Prime Bidder on the above referenced Project, the following statements are true.
1. The Prime Bidder has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 2. The product manufacturer will provide the same warranty for the Substitution as for the specified Product.
 3. The use of this product will not have an adverse effect on any other trade or Prime Contractor or the Construction Schedule.
 4. If the use of this product affects the dimensions shown on the Drawings or has a minor effect on any other trade or Prime Contractor, the undersigned has included all costs for making those changes in this substitution request.
- B. Reason for Substitution:

C. Proposed Credit:

(Complete if substitution is requested after Execution of Contract)

D. Approval Signatures: Architect/Engineer:

Contractor:

Owner:

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SECTION 016300 - PRODUCT 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 34.
 - 2. No pre-bid substitutions are permitted.

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. Pre-bid Substitutions are not permitted.
3. Contractor options on products and construction methods included in the Contract Documents.
4. 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 34.
- 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: Submittals.
- B. Requests for Substitutions:
 1. Submit 3 copies 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 49.

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

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SECTION 017200 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
 - 1. Land survey work.
 - 2. Civil engineering services.

1.2 RELATED REQUIREMENTS

- A. Section 011200 – MULTIPLE CONTRACT SUMMARY
- B. Section 013300 - SUBMITTAL PROCEDURES
- C. Section 017700 - CLOSEOUT PROCEDURES

1.3 SUBMITTALS

- A. Submit name, address and telephone number of Engineer before starting survey work.
- B. Upon request, submit documentation verifying accuracy of survey work.
- C. All drawings, documentation, and other submittals of the Professional Engineer or Registered Land Surveyor shall bear the appropriate seal of the Professional evidencing licensure in the State where the project is located.
- D. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.
- E. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Section 013300, "Submittal Procedures" and Section 017700, "Contract Closeout Procedures".

1.4 QUALITY ASSURANCE

- A. Surveyor: Engage a Registered Land Surveyor registered in the State where the project is located to perform land surveying services required.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify locations of survey control points prior to starting work. Promptly notify Architect of any discrepancies discovered.
- B. 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 shall be submitted to the Architect for consideration before proceeding with the Work.
- C. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval from Architect. Promptly report to Construction lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.
- D. Establish and maintain a minimum of one (1) permanent benchmarks on the site, referenced to data established by survey control points.
- E. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.
 - 1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

3.2 PERFORMANCE

- A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
 - 1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.

2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
- C. Site Improvements: Contractor responsible for site improvements to locate and layout site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D. Building Lines and Levels: General Trades Contractor to maintain controls for structures, building foundations, column grids and locations, floor levels and control lines and levels required for building Work. Verify grades, lines, levels, locations, and dimensions as indicated. Report any errors or inconsistencies in the above and obtain direction from the Architect before commencing Work.
- E. Existing Utilities: Contractor encountering a conflict shall furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction to local authorities having jurisdiction.

END OF SECTION 017200

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SECTION 01 7300 – EXECUTION

PART 1 GENERAL (Not Applicable).

PART 2 PRODUCTS (Not Applicable).

PART 3 EXECUTION

3.01 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect/Engineer for final decision.
- F. Recheck measurements and dimensions before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect/Engineer for final decision.

3.02 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Light.
 - 11. Radiation.
 - 12. Puncture.
 - 13. Abrasion.
 - 14. Heavy traffic.

15. Soiling, staining, and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation,
21. Improper lubrication,
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION

SECTION 01 7329 – CUTTING AND PATCHING

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. This section is only to be used when new construction is compromised by work requiring cutting and patching.
- C. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.02 SUBMITTALS

- A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform Work.
 - 4. Indicate dates when cutting and patching is to be performed.
 - 5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
 - 6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

7. Approval by the Architect/Engineer to proceed with cutting and patching does not waive the Architect/Engineer's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Bearing and retaining walls.
 - b. Structural concrete.
 - c. Structural steel.
 - d. Lintels.
 - e. Structural decking.
 - f. Miscellaneous structural metals.
 - g. Equipment supports.
 - h. Piping, ductwork, vessels, and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.

- h. Communication systems.
 - i. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect/Engineer's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 EXECUTION

3.01 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
 - 1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

- A. General: A Contractor, subcontractor or sub-subcontractor requiring changes in existing work shall have such changes performed by the trades skilled in performing the particular work, and such changes shall be at the expense of the Contractor, subcontractor or sub-subcontractor requiring the change. Review changes with the Architect/Engineer prior to proceeding with the work and include installation of such reinforcement of the work as the Architect/Engineer may direct.
- B. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- D. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Firestopping and draftstopping.

- a. Where fire rated or smoke barrier construction (walls, floors or ceilings) are penetrated, all penetrations shall be fire-safed and sealed using appropriate fire rated materials and approved methods.
- b. Where non-fire rated construction (walls, floors or ceilings) are penetrated, the penetration shall be sealed tight with approved draftstopping materials.

3.04 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

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SECTION 017400 – CONSTRUCTION WASTE MANAGEMENT & 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 including exterior.

1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Cleaning Up.
- B. Section 011200 - MULTIPLE CONTRACT SUMMARY.
- C. Section 017700 - CLOSEOUT PROCEDURES.
- D. 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. EACH PRIME 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 under the General Contract including periodic disposal of accumulations or extraneous materials. Separate dumpsters will be provided for each type of recyclable material. Each Prime Contractor will participate in this program and will separate his recyclable materials into each dumpster. Offending Contractors will be back-charged for time spent removing improperly sorted and disposed of materials.
- C. Remove all masonry debris and clean up all masonry debris as a result of the masonry operation.
- D. Each Prime Contractor shall include a clean-up line item in their schedule of values.

- E. Each Prime Contractor shall clean up daily and remove to a dumpster provided by the General Contractor all scrap, trash and debris resulting from the Contractor's activities. The General Contractor will also periodically organize a project clean up by all Contractors working on site. Those Contractors on site shall provide labor to assist in this cleanup. Should any Prime 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's Representative shall authorize another Prime Contractor to perform this service on behalf of the offending Prime Contractor and deduct this costs from any payments due the offending Prime Contractor. Because of the difficulty of maintaining separate accounting records of the costs authorized by the Owner's Representative in providing clean-up and storage service when the Contractor fails to do so, each Prime Contractor authorizes the Owner's Representative to make reasonable itemized estimates of such costs, which estimates are agreed to be final, conclusive and binding. (After the building is enclosed, the General Contractor shall also provide a laborer 40 hours per week to broom sweep the project's interior floor areas with approved sweeping compound to control dust. General Contractor shall provide a separate line item on the schedule of values for this laborer to broom sweep these areas.)
- F. Removal from site of all demolition debris will be by the contractor performing the demolition 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. USE ONLY materials and methods recommended by manufacturer of material being cleaned.
- C. In order to control excess dust, the General 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.

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 General Contractor (i.e. dumpster, truck, etc.) and which shall be disposed of at legal disposal areas away from the site.
- C. The General Contractor shall serve as the lead contractor for coordinating and maintaining a clean project site. It shall be the General Contractor's responsibility to broom sweep the project on a weekly basis. This does not eliminate the responsibility of other Contractors for clean up of materials and waste caused by their actions or installation of work.
- D. General Contractor shall be responsible for general site clean-up while they are mobilized on site and prior to substantial completion of earth work. Site clean-up shall include removal of mud and waste from parking lots, drives and public streets, rip-rap maintenance, cleaning of inlets and storm sewers, and other miscellaneous site clean-up.

3.2 DISPOSAL

- A. Unless stated otherwise in Bid Package Description, the General 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.

3.3 FINAL CLEANING

- A. Prior to final cleaning each Prime Contractor shall remove all debris, extra material etc. from the building to the dumpsters provided by the General Contractor. The General Contractor will provide final cleaning of the building interior. If after a building space is finally cleaned a contractor returns to the cleaned space and creates a condition where the space needs to be cleaned a second time. The contractor responsible will be charged for the second cleaning service.
- B. General Contractor shall employ experienced workers or professional cleaners for final cleaning of building. Clean each surface or unit to condition expected in an average public school cleaning and maintenance program. Comply with manufacturers instructions.
- C. General Contractor shall complete the following cleaning operations for the site before requesting inspection for certification of Substantial Completion:
 - 1. 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.
 - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 3. Rake grounds that are neither planted nor paved to a smooth, even surface.
 - 4. Remove snow and ice to provide safe access to the building.

5. All contractors shall remove all tools construction equipment, machinery, and surplus material from the project site.
- D. General Contractor shall complete the following cleaning for each phase of the building before requesting inspection for certificate of Substantial Completion for that phase:
1. Clean exposed exterior and interior hard surfaces finishes to a dirt free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 2. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, tunnels, equipment vaults, manholes, attics and similar spaces.
 3. Sweep concrete floors broom clean in occupied spaces.
 4. Vacuum carpet and similar soft surfaces, removing debris and excess nap; replace if visible soil or stains remain notify.
 5. Clean, strip, seal and wax VCT floors and base in accordance with manufacturers instructions. Provide 3 coats of commercial grade floor wax. Confirm acceptable manufacturer with Owner's custodial department prior to beginning work.
 6. Clean and mop all other hard floor and wall surfaces including concrete, ceramic tile, terrazzo and rubber flooring.
 7. Clean transparent materials, including mirrors and glass. Remove glazing compounds and other noticeable, vision-obscuring materials. Advise Architect of any chipped or broken glass or other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 8. Remove labels that are not permanent.
 9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 10. Wipe off all interior and exterior surfaces of casework, countertops, white boards, and tack boards, specialties, and furnishings. Remove all dirt, paint, stains and other foreign substances.
 11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 12. Replace parts subject to unusual operating conditions.
 13. Clean plumbing fixtures to a sanitary condition, free of stains resulting from water exposure.
 14. Clean exposed surfaces of HVAC diffusers, registers, and grills.
 15. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

END OF SECTION 017400

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Project record documents.
 - 4. Warranties.
 - 5. Operation and maintenance data.

1.02 CLOSEOUT PROCEDURES

- A. Completion of the Work specified herein is a condition precedent to issuance of the Final Certificate of Payment by Architect/Engineer.
- B. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer review.
- C. Submit contract closeout submittal documents to Owner with final Application for Payment.
- D. Provide submittals required by governing or other authorities having jurisdiction.
- E. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- F. Review Contract Documents, prepare, and submit required certificates of insurance, affidavits, consents of surety, wage certifications, and other documentation with final Application for Payment.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Within limits of Contract, clean site, including paved areas, rake stone areas restore grass areas that were damaged during construction.
- C. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site. Dispose of in a legal manner.
- D. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
- E. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's published instructions.
- F. Complete following cleaning operations before requesting inspection for Substantial Completion.
 - 1. Clean Project Site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter, and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains, and other foreign deposits.
 - 2. Remove tools, construction equipment, machinery, and surplus material from Project Site.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - 4. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, and similar spaces.
 - 5. Broom clean or vacuum floors, removing debris and excess nap. Shampoo or wet mop floors if required.
 - 6. Clean transparent materials, including mirrors and glass. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

7. Remove labels that are not permanent labels.
8. Leave Project clean and ready for occupancy.

- G. Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of Contract Documents including the following:
 1. Specifications including any addenda.
 2. Any modifications to the Contract.
 3. Approved Shop Drawings, and Product Data.
 4. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Record Documents and Shop Drawings: Legibly mark any modification to the Contract Document:
 1. Field changes of dimension or detail.
 2. Details not in original Contract Documents.

1.05 WARRANTIES

- A. Provide triplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Submit prior to Final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- E. Warranties shall be effective from the date of approval of Final Payment to the Contractor by the Architect/Engineer and Owner.

1.06 OPERATION AND MAINTENANCE DATA

- A. Submit data on 8-1/2 x 11 inch text pages, bound in three D side ring binders with durable plastic covers.
 - 1. Since the data will be necessary for the Owner to have to maintain their facility, the data must be submitted within 30 days of Substantial Completion or be subject to liquidated damages.
- B. Prepare binder cover and edge with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of Project. If more than one volume is required, indicate volume number on edge and cover.
- C. Contents: Table of Contents for each volume, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory
 - a. Names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions.
 - a. List of equipment.
 - b. Parts list for each component.
 - c. Operating instructions.
 - d. Maintenance instructions including recommended cleaning methods.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Photocopies of warranties and bonds.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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 01770.
- B. Once reviewed and approved by the Architect/Engineer, transmit one (1) original hard copy and three (3) USB drives of complete sets of marked-up prints to the Owner with cover letter copied to Architect, listing:
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".
- B. Once reviewed and approved by the Architect/Engineer, transmit one (1) original hard copy and three (3) flash drives of complete set of documents.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 017810

SECTION 017820 - SPARE PARTS AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Products required.
- B. Storage and delivery of products.

1.2 RELATED REQUIREMENTS

- A. Section 016000 - PRODUCT REQUIREMENTS.
- B. Section 017700 - CLOSEOUT PROCEDURES.
- C. Section 018300 - OPERATION AND MAINTENANCE DATA.
- D. Individual Specifications Sections: Specific spare parts and materials required.

1.3 PRODUCTS REQUIRED

- A. Provide quantities of products, spare parts, maintenance tools and maintenance materials specified in individual sections to be provided to Owner in addition to that required for completion of Work.
- B. Products: Identical to those installed in the Work. Include quantities in original purchase from supplier or manufacturer to avoid variations in manufacturer.

1.4 STORAGE, MAINTENANCE

- A. Store products with products to be installed in the Work under provisions of Section 016100.
- B. After delivery of products to site, maintain spare products in same space and condition as products to be installed in the Work.
- C. Maintain spare products in original containers with labels intact and legible until delivery to Owner.

1.5 DELIVERY

- A. Coordinate with Owner THROUGH THE ARCHITECT: Deliver and unload spare products to Owner at Project site and obtain receipt prior to final payment.

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 017820

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SECTION 01 7900 – DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for demonstration and training of building systems and equipment.

1.02 DEMONSTRATION AND TRAINING

- A. Demonstrate operation and maintenance of equipment and systems to the Owner's personnel two weeks prior to the end of each construction phase. Allow for two (2) training sessions for all of the equipment and systems installed.
- B. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- C. For equipment and systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide qualified person who is knowledgeable about the equipment and system to perform the demonstration and instruction to the Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with the Owner's personnel in detail to explain all aspects of operation and maintenance. A copy of each maintenance manual will be left with the Owner after training and demonstration is complete.
- F. Provide a sign in sheet and provide a copy to the Owner after demonstration is complete.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 018130 – NOISE AND ACOUSTICS MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Special requirements for noise and acoustics management during construction operations.
- B. Related Sections
 - 1. Division 1 Section – Project Meetings
 - 2. Division 1 Section – Project Coordination
 - 3. Division 1 Section – Quality Requirements

1.2 DEFINITIONS

- A. Ambient Noise Level: The total noise associated with a given environment, being usually a composite of normal or existing sounds from all sources near and far, excluding the noise source at issue.
- B. Daytime: The hours from 7:00 a.m. to 8:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on weekends and holidays.
- C. Nighttime: The hours from 8:00 p.m. to 7:00 a.m. on weekdays and 6:00 p.m. to 9:00 a.m. on weekends and holidays.
- D. Property Line: The real or imaginary line along the ground surface and its vertical extension, which separates real property owned or controlled by one person from contiguous real property owned or controlled by another person or from any public right-of-way or from any public space.
- E. Receiving Noise Area: Any real property where people live or work and where noise is heard, excluding the project or source area.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 NOISE MANAGEMENT

A. Noise Control: Perform demolition and construction operations to minimize noise. Perform noise-producing work in less sensitive hours of the day or week as directed by Owner and Construction Manager.

B. Repetitive and/or Intermittent, High-Level Noise: Permitted only during daytime.

1. Do not exceed the following dB limitations:

<u>Sound Level in Db</u>	<u>Time Duration of Impact Noise</u>
70	More than 12 minutes in any hour
80	More than 3 minutes in any hour

2. Provide equipment, sound deadening devices, and take noise abatement measures that are necessary for compliance.

3. Maximum permissible construction equipment noise levels at 50 feet (dB)

EARTHMOVING	dB	MATERIALS HANDLING	Db
Front Loaders	75	Concrete Mixers	75
Backhoes	75	Concrete Pumps	75
Dozers	75	Cranes	75
Tractors	75	Derricks Impact	75
Scrapers	80	Pile Drivers	95
Graders	75	Jack Hammers	75
Trucks	75	Rock Drills	80
Pavers, Stationary	80	Pneumatic Tools	80
Pumps	75	Saws	75
Generators	75	Vibrators	75
Compressors	75		

C. Ambient Noise

1. Maximum noise levels (dB) for receiving noise area at property line shall be as follows:

a. Residential receiving area	Daytime: 65 dB Nighttime: 60 dB
b. Commercial/Industrial Receiving Area	Daytime: 67 dB Nighttime: 65 dB

2. In the event the existing local ambient noise level exceeds the maximum allowable receiving noise level (dB), the receiving noise level maximum for construction operations shall be adjusted as follows:

a. Residential Receiving Area: Maximum 3 additional dB above the local ambient as measured at property line.

- b. Commercial/Industrial Receiving Area: Maximum 5 additional dB above the local ambient as measured at the property line.

3.2 FIELD QUALITY CONTROL

- A. Assess potential effects of construction noise on adjacent neighbors in accordance with ASTM E1686 and as follows:
 - 1. Ambient Noise Measurement: Measure at the property line at a height of at least 4 feet above the immediate surrounding surface. Average the ambient noise level over a period of at least 15 minutes.
 - 2. Ambient Noise Measurement at Urban Sites: Conduct during morning peak traffic hour between 7:00 a.m. and 9:00 a.m. and afternoon peak traffic hour between 4:00 p.m. and 6:00 p.m. In addition, conduct a 24-hour measurement at the proposed project site to document the noise pattern throughout the day. Adjust and weight for seasonal and climatic variations.
- B. Monitor noise produced from construction operations in accordance with ASTM E1780.

END OF SECTION 018130

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SECTION 018300 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 RELATED REQUIREMENTS

- A. Section 013300 - SUBMITTAL PROCEDURES
- B. Section 017700 - CLOSEOUT PROCEDURES
- C. Section 017800 - PROJECT RECORD DOCUMENTS
- D. Section 017810 - WARRANTIES AND BONDS
- E. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of the described products.

1.4 FORMAT

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Binders: Commercial quality, 8 1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; one inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Covers: Identify each binder with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS"; list title of project and identify separate structures as applicable; identify subject matter of contents.
- D. Arrange content by systems, under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate product and system with typed description of product and major component parts of equipment.

- F. Text: Manufacturer's printed data or typewritten data on 20-pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Submit three copies of the completed manual at least 14 days in advance of the Contractors request for final payment.

1.5 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses and telephone numbers of Architect/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations to component parts of equipment and systems to show control and flow diagrams.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Bind in copy of each.
- G. Once reviewed and approved by the Architect/Engineer, transmit one (1) original hard copy and three (3) flash drives of complete content material.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials and Finishes: Include product data with catalog number, size, composition and color and texture designations.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.
- C. Moisture-Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspection, maintenance and repair.
- D. Additional Requirements: As specified in Individual Specifications Sections.
- E. Provide complete information, "As Appropriate To This Project", for products specified in.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each item of Equipment and Each System: Include description of unit or system and component parts. Give function, normal operating characteristics and limiting conditions. Include performance curves with engineering data and tests and complete nomenclature and commercial number of replacement parts.
- B. Panel Board Circuit Directories: Provide electrical service characteristics, controls and communications.
- C. Include as-installed color-coded wiring diagrams.
- D. Operating Procedures: Include start-out, break-in and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down and emergency instructions. Include summer, winter and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balance and checking instructions.
- F. Provide servicing and lubrication schedule and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance operations.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- J. Provide as-installed control diagrams by controls manufacturer.
- K. Provide Contractor's coordination drawings with as-installed color-coded piping diagrams.
- L. Provide charts of valve tag numbers with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.
- N. Additional Requirements: As specified in individual Specifications Sections.
- O. Provide complete information, "As Appropriate to This Project", for products specified in all divisions of the specification.

1.8 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment and maintenance of products, equipment and systems, at as agreed upon times. For equipment requiring seasonal operation, perform instructions for other seasons within six months of substantial completion.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manuals with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation Maintenance Manual when need for such data becomes apparent during instruction.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 018300