

PROJECT MANUAL

HATBORO-HORSHAM SCHOOL DISTRICT



SIMMONS ELEMENTARY SCHOOL POOL DECOMMISSIONING

MARCH 2026



**ONE EAST BROAD STREET, SUITE 310
BETHLEHEM, PA 18018
TELEPHONE 610.865.3000**

CHA PROJECT NO. 105392

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HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
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SECTION 001113 – ADVERTISEMENT FOR BIDS

The Hatboro-Horsham School District is soliciting sealed bids for the Simmons Elementary Pool Decommissioning Project (“Project”) in the form of SINGLE prime lump sum contract.

Sealed Bids shall be delivered to Bill Stone at the Hatboro-Horsham District Office located at 227 Meetinghouse Road, Suite 100, Horsham, PA 19044 no later than **1:00 p.m.** prevailing time on **Thursday March 26, 2026**, at which time bids will be publicly opened and read.

The School District has adopted a **Responsible Contractors Policy (RCP)** setting forth provisions for the prime contractor and all its subcontractors when the prime contract exceeds Five Hundred Thousand Dollars (\$500,000.00). Policy 826 – Responsible Contractors and its requirements for bidder submissions can be found at <https://go.boarddocs.com/pa/hhsd/Board.nsf/Public?open&id=policies>. Bidders must prequalify with the District by submitting the completed **Contractor Responsibility Certification (CRC)** form, which can be found at <https://www.hatboro-horsham.org/page/policy826>, and pre-qualification requirements set forth within the RCP to bstone@hatboro-horsham.org for review **14 calendar days** before the bid due date. Failure to provide proper CRC documentation will result in disqualification.

A **MANDATORY** pre-bid conference will be conducted on **Wednesday March 4, 2026 at 11:00 A.M.** at Simmons Elementary School located at 411 Babylon Road, Horsham. PA 19044. Representatives of the Project Engineer (CHA) will provide project details at this meeting. **Non-attendees will not be permitted to bid.**

Electronic Contract Documents: To Bid the Project, prospective bidders must obtain the Contract Documents in electronic format (PDF) directly from CHA (bids@chasolutions.com) accompanied by a non-refundable fee of Fifty Dollars (\$50.00). Checks shall be made payable to “CHA.” Documents will be sent electronically after receipt of payment. Bidders must supply the following information with their request for documents: company name, contact person, complete address, phone and cellular numbers, and email address. Documents will be available on **February 17, 2026.**

Bill Stone
Director of Business Affairs

TO APPEAR:
TUESDAY, FEBRUARY 17, 2026
TUESDAY, FEBRUARY 24, 2026
TUESDAY, MARCH 2, 2026

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QUALIFICATIONS QUESTIONNAIRE

Date: _____, _____

1. Companies that wish to bid on this Project must submit this Qualification Statement with their bids.
2. Only Companies which are determined to be responsible contractors under applicable law will be designated as qualified bidders.
3. The Instructions to Bidders and Supplementary Instructions to Bidders govern the Owner's consideration of this completed Qualification Statement and any other requirements that will be considered in making an award.
4. All prospective bidders must complete this form by answering all questions, and supplying all requested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required and submit the completed form with their bid by the deadline established in the Invitation to Bid.

I. Capability

1. Form of organization (sole proprietorship, partnership, corporation, etc.)

2. Years the organization has been in business as a contractor under its present name.

3. List of all affiliated or subsidiary organizations and companies.

4. List of all organizations and individuals who have a financial interest of or a specified percentage in the company.

5. Any other organization or individual who controls bidding or operation of the organization.

6. Identification of all offices.

7. The numbers, categories and locations of all employees and officers.

8. The officers, administrators, managers and superintendents who will be assigned to the project - identification of qualifications, with specific attention to years in present position, years of construction experience, and magnitude and type of work.

9. Any work the organization has performed for the Hatboro-Horsham School District.

10. Other public work that the organization has performed in Pennsylvania (up to ten most recent projects). For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, change orders, final contract amount, if completed on time, kind of work, and nature of project.

11. Other projects involving multi-prime contracts on which the organization has served as a prime contractor (up to ten most recent projects). For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, change orders, final contract amount, if completed on time, kind of work, and nature of project.

12. Other projects for the type of construction that is to be undertaken, performed by the organization at any time. For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

13. Projects constructed with Critical Path Method (CPM) or some other form of computerized project scheduling and capabilities that otherwise can be provided. For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

14. Projects awarded but which the organization failed to complete. Identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

15. Equipment owned that will be utilized on the project by type, size or capacity, years of service, and condition.

16. Leased equipment that will be utilized on the project by type, size or capacity, years of service, and condition.

17. Portion of the contract to the nearest ten percent (10%) that the bidder expects to perform using its own labor and equipment.

II. Financial Integrity

1. Attach the most recent audited and CPA certified financial statement, with certification, date of preparation, name and address of preparer (financial information can be treated as confidential if placed in a sealed envelope and marked as such).

2. Net working capital (current assets over current liabilities) and date of determination.

3. Identification of credit lines, with information on the total lines, amounts drawn down and amounts remaining.

4. Identification of the contractor's surety for the required performance bond, total bonding capacity and available bonding capacity. Also list bonding company A.M. Best Rating and Financial Rating.

III. Conduct

1. All felony convictions, all bidding related offenses, and all misdemeanor convictions involving moral turpitude of the organization, its affiliates, its owners holding more than a specified percentage interest, its officers, and its administrators, managers, and superintendents that will be assigned to the project.

2. Debarments, suspensions, and denials of pre-qualification of the organization for any federal, state, local or governmental contracting.

3. Construction-related disputes of any kind including lawsuits, arbitrations, mechanics liens, and other claims that the organization has been involved in. Provide a summary of each item.

4. Proceedings of an administrative enforcement nature of whatever kind, including environmental, wage and hour, prevailing wage, employment discrimination, or other kind of proceeding. Provide a summary of each item.

5. List any prevailing wage disputes, investigations or complaints filed against the firm or any officers.

6. Unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding and unemployment taxes.

7. Cancellation, termination or rescission of contracts of insurance or suretyship.

8. Provide all other information requested in accordance with Instructions to Bidders or any other information requested by Owner as part of its investigation.

IV. Safety and Training

1. Provide a copy of your Workmen's Compensation Experience Modification Factor for the past three (3) years.

2. Identify any safety violations, accidents or injuries on any projects over the last five (5) years.

3. Provide a summary and proof of any training or other programs that are available, endorsed or paid by your company and made available to employees.

4. Provide a summary of your safety training and compliance programs.

When the Bidder is an individual proprietor:

WITNESS:

_____	_____ (SEAL)
Signature of Witness	Signature of Proprietor

Print Name of Proprietor

When the Bidder is a partnership:

Print Name of Partnership

Address

City, State, Zip Code

Phone number with Area Code

WITNESS:

_____	_____ (SEAL)
Signature of Witness	General Partner

When the Bidder is a corporation:

Print Name of Corporation

Address

City, State, Zip Code

Phone number with Area Code

ATTEST:

Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other authorized representative

BY: _____ (SEAL)
President/Vice President or
other authorized representative

Print name of corporate representative

(CORPORATE SEAL)

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HATBORO-HORSHAM SCHOOL DISTRICT CONTRACTOR RESPONSIBILITY CERTIFICATION FORM

Contractor Name: _____ Date: _____, 20____

Contractor Address: _____

_____, _____ Zip Code _____

Contact Name: _____ E-mail _____

Contact Direct Phone No.: _____ Fax No.: _____

Project Name: _____

To be certified, Contractor is required to check all the following boxes:

		Yes	No
1.	Does the Contractor and its employees have all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform? These shall include, but are not limited to, licenses, registrations or certificates for any type of construction or maintenance trade work or specialty work which the firm proposes to self-perform.	☐	☐
2.	Does the Contractor meet the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance?	☐	☐
3.	Has the Contractor been debarred by any federal, state or local government agency or authority in the past three (3) years?	☐	☐
4.	Has the Contractor defaulted on any project in the past three (3) years?	☐	☐
5.	Has the Contractor committed a willful violation of federal or state safety laws as determined by a final decision of a court or government agency in the past three (3) years?	☐	☐
6.	Has the Contractor or its principals/owners been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten (10) years?	☐	☐

- | | | | |
|-----|--|--------------------------|--------------------------|
| 7. | Has the Contractor within the past three (3) years been found by a final decision of a court or government agency to be in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the imposition of a fine, back pay damages or any other type of penalty in the amount of \$25,000.00 or more for any single incident, or penalties amounting to \$50,000.00 or more, for the previous three (3) years prior to submission of this certification form? | ☐ | ☐ |
| 8. | The Contractor will pay all craft employees employed on the project the current wage rates and benefits as required under the Pennsylvania Prevailing Wage Act for the duration of the project. | ☐ | ☐ |
| 9. | The Contractor participates in a Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. | ☐ | ☐ |
| 10. | The Contractor will ensure that all craft labor it employs on the project will have completed, prior to working on the project, at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor Occupational Safety & Health Administration. | ☐ | ☐ |
| 11. | The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workforce employed on the project shall be comprised of either journeypersons, workers who have successfully completed an apprenticeship training program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency, or registered apprentices enrolled in such programs. | ☐ | ☐ |
| 12. | The Contractor has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract, and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors. | ☐ | ☐ |
| 13. | The Contractor shall notify the Township within seven (7) days of any material changes in its operation that relates to any matter attested to in this certification. | ☐ | ☐ |
| 14. | The Contractor understands that this Contractor Responsibility Certification shall be executed by a person who has sufficient knowledge to address all matters in the Certification and said signature shall constitute | ☐ | ☐ |

an attestation, under the penalty of perjury, that the information submitted is true, complete and accurate.

15. If the Contractor receives a Notice of Intent to Award the subject Contract, it will provide a Subcontractor list and required Subcontractor information as specified in the Responsible Contractors Policy. ☐ ☐
16. Upon receipt of a Notice of Intent to Award Contract, the Contractor will provide the District with a subcontractor list and subcontractor information and certifications as specified in the Responsible Contractors Policy. ☐ ☐

ATTACH ADDITIONAL SHEETS IF NECESSARY.

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

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AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as Surety, a corporation existing under the laws of the State of
_____, and authorized to transact business in the Commonwealth of Pennsylvania hereby
agree intending to be legally bound hereby, to execute and deliver to the
Hatboro-Horsham School District, within the time limit specified in the Contract Documents, the
Performance Bond and Labor and Material Payment Bond in the forms included in the Contract Documents
each in an amount of 100% of the contract amount, in favor of the Hatboro-Horsham School District, as
required for the faithful performance and proper fulfillment of the contract for the Hatboro-Horsham School
District Simmons Elementary School Pool Decommissioning for the Hatboro-Horsham School District as
set forth in the Contract Documents on behalf of _____
(hereinafter called the Bidder) provided that the above contract be awarded to the bidder within sixty (60)
days after the date of opening of the bids or otherwise as set forth in the Instructions to Bidders.

DATED: _____, 20_____

(CORPORATE SURETY)

ATTEST: _____
Secretary

BY: _____
President

(CORPORATE SEAL)

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LETTER OF INSURER

DATE: _____

TO: Bill Stone, Director of Business Affairs
Hatboro-Horsham School District
227 Meetinghouse Road, Ste 100
Horsham, PA 19044

Dear Mr. Stone:

The undersigned insurance agent, licensed to do business in the Commonwealth of Pennsylvania and authorized to issue this letter on behalf of the following insurance company or companies:

hereby represents that if

(Insert name of Bidder)

is awarded the contract for the construction of the project, as is described in the Contract for Construction, then the above-named insurance company or companies will issue insurance, naming Hatboro-Horsham School District, CHA and all consultants, and Horsham Township, and its consultants and each of their/its officers, agents, and employees as additional insured, for the coverages and in the amounts required by the Contract Documents, as set forth in Article 5 of the General Conditions.

(Name of Agent)

By: _____
(Authorized Representative)

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SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Document" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the Contract Documents (including all Addenda issued prior to receipt of Bids). The numbering system refers to Articles.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 In order to Bid the Project, complete sets of .pdf documents must be obtained, in the number and for the deposit fee, if any, stated in the Advertisement or Invitation to Bid. The fee for Bidding Documents is non-refundable.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; the Owner nor Engineer assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Bidding Documents consist of Contract Documents (and all reference standards), specifications, addenda and drawings. Bidder is responsible to make sure that the set of Bidding Documents is complete and that any printed contract document is legible and represents properly all the information as represented in the PDF file.
- 2.3 Owner and Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 **The following information must be completed and submitted with the appropriate Bid form.**
 - 3.1.1 The Request for Qualifications questionnaire found in Section 001153. Use additional pages to complete any of the sections if more space is needed. Bidder's failure to fully and accurately disclose all information requested in the Request for Qualifications questionnaire shall constitute grounds for Bidder's disqualification from being considered the lowest responsive, responsible Bidder.
 - 3.1.2 Executed Agreement of Surety found in Section 001154 and appropriate Power of Attorney.
 - 3.1.3 Executed Letter of Insurer found in Section 001155.

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- 3.1.4 Executed and notarized Non-Collusion Affidavit found in Section 004519.
- 3.1.5 Executed Bid Bond per Section 004313 or other Bid Security as referenced in Article 6 of this Section.
- 3.1.6 The “Contractor’s Responsibility Certification Form” found in Section 001153A.
- 3.2 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, insurance certificates, previous experience of the Bidder and its assigned personnel, present commitments and any other information that may be requested by the Owner. Each Bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to award of the Contract. Owner reserves the right to reject Bidder if he cannot satisfy all of the Qualification Requirements, including those listed in the Technical Specifications.
- 3.3 In determining the lowest responsible Bidder, the Owner will consider the Bidder’s integrity, efficiency, and experience of the Bidder and its assigned personnel, promptness, current work load, financial capability, performance on recent projects, references from owners, architects and engineers, list of potential sub-contractors, schedule of values, and ability to successfully and timely complete the Project. The apparent low Bidder must demonstrate competency and provide any or all of the above information requested within five (5) days of request. Owner reserves the right to reject the Bidder as non-responsive if all the information is not received on time and/or does not reasonably satisfy the Owner’s evaluation process.
- 3.4 In addition to all the requirements specified in Articles 3.1, 3.2 and 3.3 regarding qualifications of Bidders, the Owner will evaluate Bidders using the following additional criteria:
 - 3.4.1 The Bidder and its assigned personnel, must have successfully performed a minimum of 3 previous Pennsylvania public school projects within the last 5 years of similar type or a contract value of at least seventy percent (70%) of the amount of the Bidder’s Base Bid. Provide references including telephone number and contact person.
 - 3.4.2 The Bidder shall perform not less than ten percent (10%) of the actual construction Work with staff employed directly by the Bidder. Project management shall NOT be included in this percentage.
 - 3.4.3 The Bidder, or its assigned personnel, must have successfully performed at least 3 Pennsylvania public school projects within the last 5 years where they have managed multiple trades and coordinated and scheduled all the activities for projects as per Article 3.4.1. Provide references including telephone number and contact person.
 - 3.4.4 An Agreement of Surety certifying that the Surety Company is committed to provide the Bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract amount. The Surety

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Company must have an AM Best rating of A- or higher and a financial rating of Class X or higher.

- 3.4.5 The Bidder's performance on previous projects including claims, litigation, coordination of work, staffing and timely completion. If it is determined that the Bidder has not fully performed previous projects in a coordinated, timely, and good and workmanlike manner, the Owner reserves the right to reject the Bid.
- 3.4.6 The Bidder shall also refer to Articles 11 and 16 below.
- 3.5 Owner shall be entitled to recover attorneys' fees and costs incurred in defending any unsuccessful challenge brought by a Bidder in its own name or as a proxy for a Hatboro-Horsham School District resident to Owner's award of a contract to another Bidder, from the Bidder who brought the unsuccessful challenge as more fully set forth in the Conditions of Contract.
- 3.6 Responsible Contractor Policy (RCP) and Requirements:
 - 3.6.1 The Hatboro-Horsham School District has passed a resolution setting forth certain provisions to ensure that the four (4) prime contractors and their subcontractors performing work valued at over Five Hundred Thousand Dollars (\$500,000.00) on the Simmons Elementary School Pool Decommissioning project meet certain minimum requirements to ensure that they have the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform contract requirements in a timely, reliable and cost-effective manner. Bidders' attention is directed to the complete copy of this resolution, which can be found as Section 00 2113-I, and which contains numerous qualification requirements, including an apprenticeship program for the General, Mechanical, Electrical and Plumbing Prime Contractors and their subcontractors with contract values exceeding \$500,000.00. Refer to Section 00 2113-I for complete information. Accordingly, a "Contractor Responsibility Certification Form," as Section 00 1153A) shall be completed by each Bidder and submitted with its bid. Following receipt of a Notice of Intent to Award Contract, the successful Bidder's proposed subcontractors shall similarly complete and submit for Owner's review designated portions of the "Contractor Responsibility Certification Form" (Section 00 1153A), as set forth in the resolution (Section 00 2113-I).
 - 3.6.2 The Construction Manager, General Contractor or other lead or Prime Contractor responsible for the project shall ensure that at least seventy percent (70%) of the craft labor workforce employed on the project workforce shall be comprised of either journeypersons, workers who have successfully completed an apprenticeship training program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency, or registered apprentices currently enrolled in such programs.
 - 3.6.3 Section 00 1153A, Contractor Responsibility Certification Form, shall be submitted with all Bids.
- 3.7 All Bidders should be aware that the Owner encourages and promotes MBE (Minority Business Enterprise) and WBE (Women's Business Enterprise) participation for this

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Project. Bidders are encouraged to do their own research on the qualifications, and other factors, in preparing a comprehensive and responsible bid.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

- (1) Examine the Contract Documents thoroughly.
- (2) Visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing the Work.
- (3) Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
- (4) Study and carefully correlate Bidder's observations with the Contract Documents.
- (5) Notify Engineer of any conflicts, errors, or discrepancies discovered in the Contract Documents.

4.1.1 REVIEW OF DRAWINGS AND SPECIFICATIONS

- A. Bidders shall thoroughly examine and be familiar with the Specifications and Drawings. The failure or omission of any Bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with conditions there existing, 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 and/or Drawings require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate, the required result can be produced under the Specifications and Drawings and that the proposed schedule affords the Bidder sufficient time to complete the Work if awarded the Contract. No claim for any additional costs or additional time will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper plans and specifications and whenever a result is required, the successful Bidder shall furnish any and all extras and make any changes needed to produce the required result for the sum stated in the form of proposal.
- B. Should any Bidder find discrepancies, duplications, errors, or omissions in the documents or have doubt as to the meaning expressed by the Contract Documents, he shall make inquiry at once in writing to the Engineer. Where changes, corrections or clarifications to Contract Documents are deemed necessary by the Engineer, he will issue written Addenda accordingly. Addenda shall be a part of the Contract Documents. No oral, telephone or letter instructions will be considered as having effect upon the Contract Documents; Addenda only shall constitute change to them. Bidders and sub-Bidders are urged to make early examination of Contract Documents and make inquiries about them if necessary, even though prices may not be determined until late in the bidding period. No claim for additional cost or time will be permitted for any discrepancies, duplications, errors or omissions in the Contract Documents for any such matters that were apparent to the or discoverable by

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Bidder through a thorough and complete review of the Contract Documents prior to submission of the bid.

- 4.2 The site may be made available for visits at the pre-bid conference and at the other specific designated dates and times determined at the pre-bid.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others. Owner and Engineer do not assume responsibility for the accuracy or completeness of the location of underground facilities at or contiguous to the site. Contractor shall verify the location of all underground utilities prior to any excavation.
- 4.4 General Contractor is responsible, on behalf of the Owner, for providing the physical markings of all existing utilities including those on site as indicated on the drawings or that may be identified in the field. The locations shown on the drawings are approximate. The Bidder must include in his proposal the cost for hand-dug test holes, or other means, to ascertain the precise position of such underground facilities on the site owned by the Owner. This verification should be performed for any utilities to be relocated, removed, modified or that may otherwise interfere with planned work. The utilities in the public right of way will be identified and marked by the appropriate facility owner as per the requirements of the PA One Call Act as amended. Physical layout is to be performed in full compliance with the PA One Call PA Act 287 of 1974 as amended by Act 18 of 1996 and Act 50 of 2017.
- 4.5 The Owner, CM and Engineer will not be responsible for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions. This information is provided based on information available. Bidder assumes responsibility for verifications, adjustments and modifications that may be required since this is generally recognized as inherent to the work of the Contract Documents.
- 4.6 Before submitting a Bid, each Bidder will, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.7 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Bidder in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder. Easements for permanent structures or permanent changes in existing structures

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are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

- 4.9 The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Documents and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed as listed below. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only interpretations or clarifications issued by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued at any time to modify the Bidding Documents as deemed advisable by Construction Manager, Owner or Engineer.
- 5.3 All questions must be submitted in writing as follows. Phone calls are not permitted. All questions must be sent to:

Travis Serfass (tserfass@chasolutions.com)
CHA

6. BID SECURITY

- 6.1 A proposal shall be rejected unless accompanied by a Bid Security in the amount of ten percent (10%) of the total of the Base Bid. Bid Security shall be in the form of a certified check or bank cashier's check payable to Owner or a Bid Bond in the form set forth herein, naming as obligee, the Owner.
- 6.2 The Owner may declare the Bid Security forfeited to the Owner if, following such issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to deliver the items required for complete evaluation and for contract execution required by the Bidding Documents and within the time required by the Bidding Documents.
- 6.3 If Bid Security is submitted in the form of a Bid Bond, the Bid Bond shall be submitted on the form referenced in the Bidding Documents, 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 its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond, or if dated prior to the date of the Bid Bond, the Power of Attorney shall have a Certification that certifies that the Power of

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Attorney remains in full force and effect as of the date of the Bid Bond, and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business as a surety within the Commonwealth of Pennsylvania, have an AM Best rating of 'A-' or higher and a financial rating of Class X or higher and shall be named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular of revisions thereof. Any bond must be acceptable to Owner. If the Bid Security is submitted in the form of a certified check or bank cashier's check, the Bidder shall submit an Agreement of Surety certifying that a surety company will provide the Bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100% of the Contract Sum). The Agreement of Surety shall be in the form included in the Bidding Documents. The Agreement of Surety shall be executed by a surety satisfying the requirements set forth in the Contract Documents.

- 6.4 The Bid Security of Bidders will be returned (unless forfeited as stated above) at the Bidder's request, upon (1) the execution of the Agreement Between Owner and Contractor by Owner, or (2) the rejection of all Bids by Owner, or (3) the expiration of the firm Bid period set forth in Article 17.2 of these Instructions to Bidder. The Owner shall not be liable for any interest on Bid Security which is held in accordance with these Instructions to Bidders.

7. NON-COLLUSION AFFIDAVIT

More than one proposal for the contract from an individual, partnership, corporation, or an association under the same or different name will be grounds for the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future proposals. A Non-Collusion Affidavit shall be executed, notarized, and submitted with the Bidder's proposal using the form set forth in Section 004519.

8. CONTRACT TIME

The Bidder acknowledges that a condition of the Contract is that time is of the essence of the Contract and the number of calendar days within which, or the dates by which, the Work is to be substantially completed and finally completed and ready for final payment (the Contract Time) are set forth in the Contract Documents and are accepted by the Bidder without exception or conditions.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Contract Documents.

10. SUBSTITUTIONS OR "OR-EQUAL" ITEMS

The various materials and products specified in the specifications by name or description are given to establish a minimum acceptable standard of quality and of cost for bid purposes. When proprietary names are used, and there does not follow a "listing" of acceptable approved manufacturers and/or products, then the proprietary named item must be included in the Bid proposal without substitution. When proprietary names are used, and there follows a "listing" of acceptable "approved" manufacturers and/or products, then the Bidder may base the Bid on either the proprietary product or any from the "listing" acceptable "approved" manufacturers and/or products for the Base Bid and alternate Bid as indicated. When proprietary names are used, and there are alternates on the Bid form, then the Bidder shall base his Bid on the proprietary product or any from the "listing" of approved manufacturers and/or products for the Base Bid and alternate bid(s) as indicated. Bidders may request approval prior to Bid opening of non-listed items as substitutions in accordance with these specifications and Instructions to Bidders. No substitutions will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer only from prime contract Bidders at least ten days prior to the date for receipt of Bids. Such requests shall be in accordance with substitution request procedure listed in Specification Section 002625, and any other requirements at the Engineer, Owner or Construction Manager's discretion. Unless the Bidder obtains approval of a substitution prior to the submission of Bids, the Bidder must furnish the specified or listed item regardless of whether or not they were included in his Bid. The Bidder shall be required to coordinate and pay for any conditions which are required to accommodate the listed or alternate item, including the reimbursement of other affected prime contractors if the project is a multi-prime project. In order to prequalify as a substitution, all alternative manufacturers' information should be submitted by a prime contract Bidder and should include:

- Technical, warranty, and manufacturer's data specified. A line-by-line comparison of all specified items in the Specification must be made. Submission must be made ten (10) days prior to Bid opening.
- Engineer will review submission and any acceptable substitutions will be listed in an addendum. All manufacturers not specifically approved as a substitution by addendum shall not be considered.
- Only manufacturers that are qualified prior to the Bid opening will be considered acceptable manufacturers.

10.1 The approval of a substitution shall be at the sole determination of the Engineer and upon approval of the Construction Manager and Owner, if a proposed substitution (alternative) is approved prior to receipt of Bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals in any other manner. If a proposed substitution is not specifically approved by addendum they are rejected.

10.2 No substitutions will otherwise be considered after the Contract award absent proof that the specified item is not commercially available and cannot be provided through no fault of the Bidder.

10.3 No substitutions will be considered for approval prior to the opening of Bids unless received by the Engineer no less than ten (10) days before Bids are due.

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11. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.1 All subcontractors proposed for the project shall have been in business for a minimum of five (5) years and must have a successful record of completing, at a minimum, five (5) projects of similar size and cost. Subcontractors must also have business insurance, including commercial general liability insurance, automotive liability insurance, and worker's compensation, adequate resources of manpower, tools and equipment and must meet the IRS criteria for as an independent contractor. Contractors shall reference the IRS website for the definition of an independent contractor: <https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-self-employed-or-employee>
- 11.2 At the Owner's request the identity of certain subcontractors, suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) is to be submitted to Owner in advance by the apparent Successful Bidder, and any other Bidder so requested. Within five (5) days after the Bid Opening, submit to Owner a list of all such Subcontractors, Suppliers and other such persons or organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner and Construction Manager, after due investigation, have reasonable objections to any proposed Subcontractor, Supplier, and other person or organization, then Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.
- 11.3 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposed to use acceptable Subcontractors, Suppliers, and other persons and organizations. Provided the apparent successful Bidder does not challenge Owner's award to the next lowest Bidder, declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.

12. BID FORM

- 12.1 **THE BID FORM SHALL NOT BE ALTERED. ALTERED BID FORMS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**
- 12.2 The Bid Form is included with the Bidding Documents; NO additional copies will be provided.
- 12.3 All blanks on the Bid Form must be completed in ink or by type.
- 12.4 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by the evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.5 Bids by limited liability companies must be executed in the limited liability company name and signed by an authorized member or manager, whose title must appear under the

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signature, and the official address of the limited liability company must be shown below the signature.

- 12.6 Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 12.7 All names must be typed or printed below the signature.
- 12.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Properly issued Addenda shall be binding upon all Bidders, regardless of whether a Bidder fails to acknowledge receipt.
- 12.9 The street address, email address, and telephone number for communications regarding the Bid must be shown.
- 12.10 If there is a discrepancy between the written words and numerical figures written on the Bid form, the written words shall prevail.
- 12.11 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct sum.

13. ALTERNATES

All requested alternates as defined the Bidding Documents shall be bid. Provide prices for those alternates indicated on the Bid Form. Include changes to Contract Sum. Methods for bidding Alternates are as specified in Division 01.

- 13.1 The Bidder agrees to modify the Base Bid by the amounts stated for alternates as requested on the Bid Form and specified in the Bidding documents.
- 13.2 The Owner may accept or reject any or all of the alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
- 13.3 Alternate work shall be completed within the same time frame as indicated on the Contract Documents for associated work. No alternate shall modify the project material allowances unless stated within the allowance description.
- 13.4 If there is no change in the contract amount for any alternate write "NO CHANGE" or "Zero (0)" in the blank.
- 13.5 If there is no Bid for the alternate, write "NO BID" in the blank. If Owner selects an alternate not bid, the Bidder may not receive the award.
- 13.6 Enter the amount for each alternate on the line pre-marked as "ADD" and/or DEDUCT". Where both the words "ADD" and "DEDUCT" are provided for an alternate, strike through one of the words so that the appropriate word remains.

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- 13.7 The failure to enter an amount of "NO CHANGE" or "NO BID" in the blanks for an alternate shall be treated conclusively as a Bid of zero dollars for the work described in the alternate.

14. UNIT PRICES

Provide unit prices described on the Bid Form in accordance with requirements specified in the Bid Form and bidding requirements. Unit prices will be used for adjustment of the Contract Sum if any are required. The Owner reserves the right to reject any unit prices bid.

15. ALLOWANCES

Include all allowances listed on the Bid Form(s) and Bidding Documents in the base Bid price. Do not adjust allowances for any alternates unless specifically listed in the alternate.

16. SUBMISSION OF BIDS

- 16.1** Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted. Envelopes shall contain the name and address of the Bidder and accompanied by the documents listed in Article 3.1. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face of it. One original copy of all documents is required to be submitted at the time of Bid. Receipt of Bid is acknowledged when delivered to the Owner, and not when mailed.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 17.1 Bidders will be given permission to withdraw any proposal after it has been received by the Owner, provided the Bidder or his agent duly authorized to act for him, personally appears at the Owner's Business Office with a written request signed by the Bidder prior to the time set forth for the opening of the Bids. At the time set for the opening of Bids, the withdrawn proposal will be returned to the Bidder. Such withdrawn proposals will not be opened or read at the Bid opening. Bids may not be modified after submittal.
- 17.2 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless the Owner is delayed in awarding the Contract due to the failure to receive a required approval/permit from one or more reviewing bodies/governmental agencies having jurisdiction over the Project, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for 120 days after Bid opening. Absent an exception for extending time for the award of the Contract, the Owner and the lowest responsible and responsive Bidder may mutually agree in writing to extend the time for the Owner to award the Contract.

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- 17.3 Neither the designation of the apparent lowest responsible Bidder, nor the issuance of a Notice of Intent to Award to the Bidder so designated shall operate to release any other Bidder from its Bid. Each such other Bidder, unless earlier released from its Bid by specific action of the Owner, shall remain bound by its Bid until the earlier of (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder whom the Award of Contract has been made, or (2) the expiration of the firm Bid period stipulated above.
- 17.4 Negligence by the Bidder in preparing his Bid confers no right of withdrawal or modification of his proposal after such proposal has been opened. No claims on account of mistakes or omissions of any proposal will be considered. Notwithstanding the above, a Bidder may withdraw his Bid within two (2) business days after the Bid opening time in accordance with the Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. §1601 et seq., as amended. A Bid which has been opened may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a Bid after opening.
18. OPENING OF BIDS
- 18.1 Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Base Bids and major alternate(s) (if any) will be made available to Bidders after the opening of the Bids.
19. AWARD OF CONTRACT
- 19.1 The Owner's intent is to enter into Contracts with the lowest responsible and qualified Bidders. Owner reserves the right to award the Base Bid and any combination or none of the alternates which Owner, in its sole discretion, deems to be in the best interest of the Owner.
- 19.2 The Owner reserves the right to reject any and all Bids. The Owner reserves the right to waive non-material defects, informalities, or technicalities in any Bid in accordance with law. The Owner reserves the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Bidding Documents. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct sum.
- 19.3 In evaluating Bids, Owner will consider the qualifications of such Bidders (see Article 3), whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.4 Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons or organizations proposed for any portions of the Work requested by Owner. Owner also may consider the operating costs, maintenance requirements, performance data

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and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 19.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification and financial ability of Bidders, subcontractors, suppliers, and other persons or organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 19.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award within sixty (60) days after the day of Bid Opening unless extended as set forth in these Instructions to Bidders.
- 19.7 The Owner reserves the right to waive non-material defects, informalities, or technicalities in any Bid in accordance with the law.

20. CONTRACT SECURITY & INSURANCE

- 20.1 The General Conditions and Supplementary Conditions set forth the Owner's requirements as to Performance Bonds, Payment Bonds and insurance requirements.
- 20.2 The apparent low Bidder must provide Payment and Performance Bonds in the forms included in the Contract Documents and all Certificates of Insurance or other insurance information as required pursuant to the General Conditions of the Contract within ten (10) days of the issuance of Notice of Intent to Award. **Other bond forms will not be accepted.** Failure of the apparent low Bidder to provide original executed Payment and Performance Bonds in the required form within the required time will result in forfeiture of the Bid Security.

21. SIGNING OF AGREEMENT

When Owner issues a Notice of Intent to Award to the successful Bidder, the successful Bidder shall within ten (10) days thereafter, deliver to the Owner, three (3) original copies of the required bonds, insurance certificates and any other documents that may be requested with the Notice of Intent to Award. Within ten (10) days thereafter, the Construction Manager will deliver three (3) agreements to successful Bidder. The successful Bidder shall sign the agreements and return all original documents to the Construction Manager. The Construction Manager will forward the agreements to the Owner for signature. The Owner will return one (1) signed agreement to the successful Bidder and Construction Manager.

22. RETAINAGE

Retainage will be in accordance with the Contract Documents.

23. PREVAILING WAGES

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Pennsylvania Prevailing wage rates will apply to this project. The Contractor and its subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq. which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform work on the Project during the term hereof for the locality in which the work is to be performed. Reference Article 18.04 of Specification Section 007300, Supplementary Conditions.

24. COMPETENT WORKMEN

No person shall be employed to perform any work under the Contract if they are not legally eligible to be employed under applicable state and federal law or if they are not a trained, competent workman or mechanic, as applicable. For purposes of this Section, no workman or mechanic, as applicable, shall be regarded as competent unless he shall be duly skilled in the applicable branch of labor, and paid the applicable prevailing wage pursuant to Article 18.04 of the Supplementary Conditions.

24.1 The Commonwealth of Pennsylvania enacted Act 141 of 2022, 71 P.S. Secs. 656.1-656.11, known as the Public Works Employment Verification Act ('the Act' or 'Act 141') which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. The Contractor and its Subcontractor (as such term is defined in the Act) are required to comply with the Act and the Statement of Policy as published in the Pennsylvania Bulletin, July 22, 2023, and effective January 3, 2023. Reference Article 18.13 of Specification Section 007300, Supplementary Conditions. The Public Works Employment Form (E-Verify) is included as Exhibit ITB-A to these Instructions to Bidders.

24.2 Criminal History and Child Protective Service Information: Prior to commencing the Work, the Contractor shall supply the Owner with state and federal criminal history reports and child abuse clearances for all employees, agents and subcontractors who will be on the Owner's property. Refer to Article 18.14 of Specification Section 007300, Supplementary Conditions, for clearance requirements. Clearance forms are included as Exhibits ITB-B, ITB-C, ITB-D, ITB-E, and ITB-F to these Instructions to Bidders.

25. PENNSYLVANIA HUMAN RELATIONS ACT 222:

Reference Article 18.02 of Specification Section 007300, Supplementary Conditions.

26. NON-DISCRIMINATION / SEXUAL HARASSMENT:

Reference Article 18.10 of Specification Section 007300, Supplementary Conditions.

27. ANTI-POLLUTION LEGISLATION

Reference Article 18.08 of Specification Section 007300, Supplementary Conditions.

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28. EROSION CONTROL

Successful Bidder(s) shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Code, relating to Soil Erosion and Sedimentation Control. Reference Article 18.09 of Specification Section 007300, Supplementary Conditions.

29. PUBLIC WORKS CONSTRUCTION CONTRACTS

In consideration of the funds awarded and activities funded under this Contract which involve construction, reconstruction, alteration, repair, improvement, or maintenance of a building, structure, or improvement ("The Work"), the Contractor agrees to perform in accordance with the following:

29.1 Steel Products Procurement Act. Reference Article 18.06 of Specification Section 007300, Supplementary Conditions.

29.2 Trade Practices Act. Reference Article 18.07 of Specification Section 007300, Supplementary Conditions.

29.3 Public Works Contractor's Bond Law of 1967. Prior to the award of any contract for any Work on the Project, the contractor to whom the contract is to be awarded must furnish the following bonds which shall become binding upon the award of such contract:

1. A performance bond at 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall solely for the protection of the contracting body which awarded said contract.
2. A payment bond at 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Contractor, its contractor or to any of its subcontractors, in the prosecution of the work provided for in such contract and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
3. Reference Article 5.01 of Specification Section 007216, General Conditions, and 007300, Supplementary Conditions, for additional requirements.

30. SEVERABILITY

Should any section or any part of any section of the Contract be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of the Contract.

31. AMERICANS WITH DISABILITIES ACT

Reference Article 18.03 of Specification Section 007300, Supplementary Conditions.

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32. HEALTH AND SAFETY

Reference Article 18.05 of Specification Section 007300, Supplementary Conditions.

33. BONDS & INSURANCE

33.1 The Bidder will be required to furnish a Bid Bond, Performance Bond and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the Contract Price in the form provided in the Contract Documents. Said Sureties shall be listed on the current Federal Register and have an AM Best rating of 'A-' or better and a financial rating of Class X or higher.

33.2 Insurance companies must be rated 'A-' or better and have a financial rating of "X" or better in the A.M. Best's Company Key Rating Guide – Latest Edition.

33.3 Bidder shall include the cost of the Bonds & Insurance in their Bid.

33.4 Bidder shall provide the insurance required per the Conditions of the Contract.

34. PRE-BID CONFERENCE

34.1 The mandatory Pre-bid Conference will be held on the date and time listed in the Advertisement for Bids. Representatives of Owner, Construction Manager and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda, as Engineer considers necessary in response to questions arising at the Conference. Non-attendees will not be permitted to Bid.

35. PROJECT FINANCING

35.1 The work to be done under this Contract is public work and may be financed in whole or part by the Owner (a public body) by issuance of bonds, which are subject to various qualifications and restrictions. The Owner, in such case and in good faith, intends to consummate such financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may at any time cancel any award made by it, or cancel any contract entered into with any Bidder, without liability to the Bidder, at any time before the Bidder has been given written notice to proceed and has actually begun Work under the Contract if financing satisfactory to the Owner cannot reasonably be consummated as contemplated, or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

35.2 The Work to be done under the Contract may be funded in part by State or Federal funds. Bidders are notified that Projects funded by state or federal funds are subject to various qualifications, restrictions, and special requirements. These requirements include but are not limited to preparation and provision of additional documentation as required by the Owner, grant administrator, consultant, or authority having jurisdiction in order to satisfy

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the requirements of the grant or funding agency. The Contractor is required to provide any compliance records or documentation required.

36. FAILURE TO EXECUTE CONTRACT

Failure of the Successful Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Bidder and the Owner may, at its sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of his Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess.

END OF SECTION 002113



Commonwealth of Pennsylvania

Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: _____

Doing Business As: _____

(if different from Legal Name)

Mailing Address: _____

Street Address 1

Street Address 2

City

State

Zip Code

Check one:

☐

Contractor

☐

Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

Date Enrolled in E-Verify (MM/DD/YYYY): _____

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

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

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

Authorized Representative Signature

Date of Signature

Printed Name: _____

Phone Number: _____ **Email:** _____

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Exhibit ITB-B



PA Department of Education Use Only

Fingerprint Service Code Form

Service Name: School Districts

To Schedule your ten-minute fingerprint appointment, simply visit <https://uenroll.identogo.com> and enter the following Service Code

1KG6XN

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate



Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

Fingerprint Service Code Form

Service Name: Area Vocations Technical Schools (AVTS)

To Schedule your ten-minute fingerprint appointment, simply visit <https://uenroll.identogo.com> and enter the following Service Code

1KG6NX

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate



Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

Fingerprint Service Code Form

Service Name: Charter Schools

To Schedule your ten-minute fingerprint appointment, simply visit <https://uenroll.identogo.com> and enter the following Service Code

1KG6Q9

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate



Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

Fingerprint Service Code Form

Service Name: Intermediate Units (IU)

To Schedule your ten-minute fingerprint appointment, simply visit <https://uenroll.identogo.com> and enter the following Service Code

1KG6S7

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate



Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

Fingerprint Service Code Form

Service Name: Non-Public Schools

To Schedule your ten-minute fingerprint appointment, simply visit <https://uenroll.identogo.com> and enter the following Service Code

1KG6TR

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate



Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

Fingerprint Service Code Form

Service Name: Private Schools

To Schedule your ten-minute fingerprint appointment, simply visit <https://uenroll.identogo.com> and enter the following Service Code

1KG6V5

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate



Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

PENNSYLVANIA STATE POLICE
REQUEST FOR CRIMINAL RECORD CHECK
 1-888-QUERYPA (1-888-783-7972)

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester.

TRY OUR WEBSITE FOR A QUICKER RESPONSE

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

REQUESTER NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
TELEPHONE NO. (AREA CODE)	

**FOR CENTRAL REPOSITORY USE ONLY
CONTROL NUMBER**

AFTER COMPLETION MAIL TO:

**PENNSYLVANIA STATE POLICE
CENTRAL REPOSITORY – 164
1800 ELMERTON AVENUE
HARRISBURG, PA 17110-9758**

DO NOT SEND CASH OR PERSONAL CHECK

CHECK ONE BLOCK

☐ INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$22.00, PAYABLE TO:
"COMMONWEALTH OF PENNSYLVANIA"
THE FEE IS NONREFUNDABLE

☐ NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$27.00, PAYABLE TO:
"COMMONWEALTH OF PENNSYLVANIA"
THE FEE IS NONREFUNDABLE

☐ FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

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

The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information contained in the files of the Pennsylvania State Police Central Repository only.

**FEES FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00.
 MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA **

REASON FOR REQUEST

◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶

☐ **INTERNATIONAL ADOPTION - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)**

☐ **ADOPTION (DOMESTIC)** ☐ **EMPLOYMENT** ☐ **VISA** ☐ **OTHER**

WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.

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

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Exhibit ITB-D

1 of 3

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

PDE-6004 03/01/2016

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:

▪ 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)	▪ 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)
---	---
- (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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Exhibit ITB-E

PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

Type or print clearly in ink. If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an \$13.00 money order or check payable to the PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES or a payment authorization code provided by your organization. **DO NOT send cash.**

Certifications for the purpose of "volunteer having direct volunteer contact with children" may be obtained free of charge once every 57 months.

Send to CHILDLINE AND ABUSE REGISTRY, PA DEPARTMENT OF HUMAN SERVICES, P.O. BOX 8170 HARRISBURG, PA 17105-8170.

APPLICATIONS THAT ARE INCOMPLETE, ILLEGIBLE OR RECEIVED WITHOUT THE CORRECT FEE WILL BE RETURNED UNPROCESSED. IF YOU HAVE QUESTIONS CALL 717-783-6211, OR (TOLL FREE) 1-877-371-5422.

PURPOSE OF CERTIFICATION (Check one box only)

- | | |
|---|---|
| ☐ Foster parent
☐ Prospective adoptive parent
☐ Employee of child care services
☐ School employee governed by the Public School Code
☐ School employee not governed by the Public School Code
☐ Self-employed provider of child-care services in a family child-care home
☐ An individual 14 years of age or older applying for or holding a paid position as an employee with a program, activity, or service
☐ An individual seeking to provide child-care services under contract with a child care facility or program
☐ An individual 18 years or older who resides in the home of a foster parent for children for at least 30 days in a calendar year
☐ An individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year
☐ An individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year
☐ An individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year | ☐ Volunteer having direct volunteer contact with children
If purpose is volunteer having direct volunteer contact with children, choose SUB PURPOSE:
☐ Big Brother/Big Sister and/or affiliate
☐ Domestic violence shelter and/or affiliate
☐ Rape crisis center and/or affiliate
☐ Other: _____
☐ PA Department of Human Services Employment & Training Program participant (signature required below)

SIGNATURE OF OIM/CAO REPRESENTATIVE

OIM/CAO PHONE NUMBER |
|---|---|

AGENCY/ORGANIZATION NAME:

PAYMENT AUTHORIZATION CODE, IF APPLICABLE:

- ☐ Consent/Release of Information Authorization form is attached. Applicant must fill in the "Other Address" sections. By completing the other address sections, you are agreeing that the organization will have access to the status and outcome of your certification application.

APPLICANT DEMOGRAPHIC INFORMATION (DO NOT USE INITIALS)

FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX
SOCIAL SECURITY NUMBER — — — — —	GENDER ☐ Male ☐ Female ☐ Not reported	DATE OF BIRTH (MM/DD/YYYY)	AGE

Disclosure of your Social Security number is voluntary. It is sought under 23 Pa.C.S. §§ 6336(a)(1) (relating to information in statewide database), 6344 (relating to employees having contact with children; adoptive and foster parents), 6344.1 (relating to information relating to certified or licensed child-care home residents), and 6344.2 (relating to volunteers having contact with children). The department will use your Social Security number to search the statewide database to determine whether you are listed as the perpetrator in an indicated or founded report of child abuse.

HOME ADDRESS	MAILING ADDRESS (if different from home address)	OTHER ADDRESS (if Consent/Release of Information Authorization form is attached)
ADDRESS LINE 1	ADDRESS LINE 1	ADDRESS LINE 1
ADDRESS LINE 2	ADDRESS LINE 2	ADDRESS LINE 2
CITY	CITY	CITY
COUNTY	COUNTY	COUNTY
STATE/REGION/PROVINCE	STATE/REGION/PROVINCE	STATE/REGION/PROVINCE
ZIP/POSTAL CODE	ZIP/POSTAL CODE	ZIP/POSTAL CODE
COUNTRY	COUNTRY	COUNTRY
☐ Different mailing address	ATTENTION	ATTENTION

CONTACT INFORMATION

HOME TELEPHONE NUMBER	WORK TELEPHONE NUMBER	MOBILE TELEPHONE NUMBER
EMAIL (By submitting an email contact, you are agreeing to ChildLine contacting you at this address.)		

PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

PREVIOUS NAMES USED SINCE 1975 (Include maiden name, nickname and aliases.)			
First	Middle	Last	Suffix
1.			
2.			
3.			
4.			
5.			

PREVIOUS ADDRESSES SINCE 1975 (Please list all addresses since 1975, partial address acceptable; attach additional pages if necessary.)
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

HOUSEHOLD MEMBERS (Please list everyone who lived with you at any time since 1975 to present. Please include parent, guardian or the person(s) who raised you; attach additional pages as necessary.)				
Name (First, Middle, Last)	Relationship	Present Age	Gender	
1.	☐ Parent ☐ Guardian ☐ person(s) who raised you			
2.	☐ Parent ☐ Guardian ☐ person(s) who raised you			
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

I affirm that the above information is accurate and complete to the best of my knowledge and belief and submitted as true and correct under penalty of law (Section 4904 of the Pennsylvania Crimes Code). If I selected volunteer, I understand that I can only use the certificate for volunteer purposes.

APPLICANT'S SIGNATURE

DATE

CHILDLINE USE ONLY		
DATE RECEIVED BY CHILDLINE	SUFFICIENT PAYMENT INFORMATION RECEIVED ☐ YES ☐ NO ☐ VALID PAYMENT AUTHORIZATION CODE ☐ WAIVED (supervisor initials) _____	CERTIFICATION ID # Exhibit "ITB-E" - Act 151

INSTRUCTIONS TO COMPLETE THE PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION APPLICATION:

General:

- Type or print clearly and neatly in ink only.
- If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an \$13.00 money order or check for each application. No cash will be accepted. Personal, agency, or business checks are acceptable. Certifications for the purpose of "volunteer having direct volunteer contact with children" may be obtained free of charge once every 57 months. If no payment is enclosed for a non-volunteer purpose, you must provide a payment authorization code, otherwise your application will be rejected and returned to you.
- **DO NOT SEND POSTAGE PAID RETURN ENVELOPES** for us to return your results. Results are issued through an automated system generated mailing process.
- Certification results will be mailed to you within 14 days from the date the certification application is received at the ChildLine and Abuse Registry.
- Failure to comply with the instructions will cause considerable delay in processing the results of an applicant's child abuse history certification application.

Purpose of Certification - Do not check more than one box:

- Check the **foster parent** box if applying for purposes of providing foster care.
- Check the **prospective adoptive parent** box if applying for the purpose of adoption.
- Check the **employee of child care services** box if applying for the purpose of child care services in the following:
 - Child day care centers; group day care homes; family day care homes; boarding homes for children; juvenile detention center services or programs for delinquent or dependent children; mental health services for children; services for children with intellectual disabilities; early intervention services for children; drug and alcohol services for children; and day care services or other programs that are offered by a school.
- Check the **school employee governed by the Public School Code** box if you are a school employee who is required to obtain background checks pursuant to Section 111 of the Public School Code and will continue to be required to obtain background checks prior to employment in accordance with that section and on the periodic basis required by Act 153.
- Check the **school employee not governed by the Public School Code** box if you are a school employee not governed by Section 111 of the Public School Code, but covered by Act 153 (pertaining to school employees in institutions of higher education).

Definition of school employee: A school employee is defined as an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless they have direct contact with children.

Definition of school: A facility providing elementary, secondary or postsecondary educational services. The term includes the following:

- (1) Any school of a school district.
 - (2) An area vocational-technical school.
 - (3) A joint school.
 - (4) An intermediate unit.
 - (5) A charter school or regional charter school.
 - (6) A cyber charter school.
 - (7) A private school licensed under the act of January 28, 1988 (P.L.24, No. 11), known as the Private Academic Schools Act.
 - (8) A private school accredited by an accrediting association approved by the state Board of Education.
 - (9) A non-public school.
 - (10) An institution of higher education.
 - (11) A private school licensed under the act of December 15, 1986 (P.L. 1585, No. 174), known as the Private Licensed Schools Act.
 - (12) The Hiram G. Andrews Center.
 - (13) A private residential rehabilitative institution as defined in section 914.1-A(c) of the Public School Code of 1949.
- Check the **self-employed provider of child-care services in a family child-care home** if providing child care services in one's home (other than the child's own home) at any one time to four, five, or six children who are not relatives of the caregiver.
 - Check the **individual 14 years of age or older who is applying for or holding a paid position as an employee** box if the employment is with a **program, activity, or service, as a person responsible for the child's welfare or having direct contact with children:** Applying as an employee who is responsible for the child's welfare or having direct contact (providing care, supervision, guidance, or control to children or having routine interaction with children) in any of the following in which children participate and which is sponsored by a school or public or private organization:
 - A youth camp or program;
 - A recreational camp or program;
 - A sports or athletic program;
 - A community or social outreach program;
 - An enrichment or educational program; and
 - A troop, club, or similar organization
 - Check the **individual seeking to provide child care services under contract with a child care facility or program** box if you are providing child care services as part of a contract or grant funded program.
 - Check the box for **individual 18 years or older who resides in the home of a foster parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
 - Check the box for **individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.

- Check the box for **individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the box for **individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the **volunteer having direct volunteer contact with children** box if applying for the purpose of volunteering as an adult for an unpaid position as a volunteer with a child-care service, a school, or a program, activity or service as a person responsible for the child's welfare or having direct volunteer contact with children. In addition, check the box of one of the organizations listed, i.e. Big Brother/Big Sister, domestic violence shelter, rape crisis center. If you are **NOT** applying for a volunteer in one of the organizations listed, please check the **other** box and write the name of the organization in the space provided.
- Check the **PA Department of Human Services employment & training program participant** box if you are applying for the purpose of participating in a PA Department of Human Services employment and training program through a county assistance office (CAO) or the Office of Income Maintenance (OIM). The signature **AND** phone number of the CAO or OIM representative is required. If there is no signature and no phone number, your application will be rejected and returned to you.
- If you were provided a **"PAYMENT AUTHORIZATION CODE"** by an organization, please provide the **agency/organization name** in the space provided and the **payment authorization code** in the space provided.
- Please check the **CONSENT/RELEASE OF INFORMATION** box if you included a payment code in the space above and attached the completed Consent/Release of Information Authorization form to your Pennsylvania Child Abuse History Certification application when you mail it to our office. The Consent/Release of Information Authorization form allows the department to send your results to a third party. If the Consent/Release of Information Authorization form is **NOT** attached to the certification application, the results **WILL** be mailed to the applicant's home address and not to the third party.

Applicant Demographic Information:

- Name - Include the applicant's full legal name. Initials are not acceptable for a first name. If your full legal name is an initial, please provide supporting documentation along with your certification application.
- Social Security number - Include the applicant's social security number. A social security number is voluntary; **HOWEVER, PLEASE NOTE THAT APPLICATIONS THAT DO NOT INCLUDE SOCIAL SECURITY NUMBERS MAY TAKE LONGER TO BE PROCESSED.**
- Gender - Please check one box.
- Date of birth - Fill in the applicant's date of birth (Example: 01/22/1990).
- Age - Fill in the applicant's current age.

Address:

- The address listed must be the applicant's current home address. This is also where the results of the certification will be mailed, unless otherwise noted. If the **different mailing address** box is checked and a mailing address is provided in the "different" mailing address column, the results will be mailed to the "mailing" address and not the "home" address. **Note:** If the consent/release of information box is checked and an "other" address is provided, the results will be mailed to the "other" address.

Contact Information:

- Please provide your home, work or mobile telephone number. Fill in the number where the applicant can be reached in the event that there are questions about the information on the application.
- Please provide an email address. By providing an email address, you are consenting to ChildLine contacting you by email in the event that you cannot be reached by phone. **NO CONFIDENTIAL INFORMATION WILL EVER BE SHARED OR PROVIDED IN AN EMAIL FROM OUR OFFICE.**

Previous Names Used Since 1975:

- The applicant must list any and all full legal names that they have ever had since 1975. This includes maiden names, nicknames, aliases and also known as (aka) names.

Previous Addresses Since 1975:

- List all addresses where the applicant has resided since 1975. The applicant can attach an additional sheet of paper with all of the addresses listed if necessary. If the applicant cannot remember the exact mailing addresses since 1975, filling in as much information as possible about the location is acceptable.

Household Members:

- Include anyone that the applicant lived with since 1975 (parents, guardians, siblings, children, spouse (ex), paramour, friends, etc.). In addition, include the household member's relationship to the applicant, their age (to the best of your knowledge) and their gender. If the applicant was under the age of 18 in 1975, this section **MUST** include the applicant's PARENT(S) or GUARDIAN(S). If this section is left blank, the application will be rejected and returned to the applicant.

Signature:

- Applications **MUST** be signed and dated. Applications that are not signed and dated will be rejected and returned to the applicant.

CHILDLINE USE ONLY:

- Please DO NOT WRITE in this section. This is for CHILDLINE staff only.

Additional Information:

Applicants can visit <https://www.compass.state.pa.us/CWIS> for more information about submitting the child abuse certification online or to register for a business/organization account.

Exhibit ITB-F

COMMONWEALTH OF PENNSYLVANIA
SEXUAL MISCONDUCT/ABUSE DISCLOSURE RELEASE
(Pursuant to Act 168 of 2014)

Instructions

This standardized form has been developed by the Pennsylvania Department of Education, pursuant to Act 168 of 2014, to be used by school entities and independent contractors of school entities and by applicants who would be employed by or in a school entity in a position involving direct contact with children to satisfy the Act's requirement of providing information related to abuse or sexual misconduct. As required by Act 168, in addition to fulfilling the requirements under section 111 of the School Code and the Child Protective Services Law ("CPSL"), an applicant who would be employed by or in a school entity in a position having direct contact with children, must provide the information requested in SECTION 1 of this form and complete a written authorization that consents to and authorizes the disclosure by the applicant's current and former employers of the information requested in SECTION 2 of this form. The applicant shall complete one form for the applicant's current employer(s) and one for each of the applicant's former employers that were school entities or where the applicant was employed in a position having direct contact with children (therefore, the applicant may have to complete more than one form). Upon completion by the applicant, the hiring school entity or independent contractor shall submit the form to the applicant's current and former employers to complete SECTION 2. **A school entity or independent contractor may not hire an applicant who does not provide the required information for a position involving direct contact with children.**

Relevant Definitions:

Direct Contact with Children is defined as: "the possibility of care, supervision, guidance or control of children or routine interaction with children."

Sexual Misconduct is defined as: "any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or a student regardless of the age of the child or student that is designated to establish a romantic or sexual relationship with the child or student. Such acts include, but are not limited to: (1) sexual or romantic invitation; (2) dating or soliciting dates; (3) engaging in sexualized or romantic dialogue; (4) making sexually suggestive comments; (5) self-disclosure or physical exposure of a sexual, romantic or erotic nature; or (6) any sexual, indecent, romantic or erotic contact with the child or student."

Abuse is defined as "conduct that falls under the purview and reporting requirements of the CPSL, 23 Pa.C.S. Ch. 63, is directed toward or against a child or a student, regardless of the age of the child or student."

Please Note

A prospective employer that receives any requested information regarding an applicant may use the information for the purpose of evaluating the applicant's fitness to be hired or for continued employment and shall report the information as appropriate to the Department of Education, a state licensing agency, law enforcement agency, child protective services agency, another school entity or to a prospective employer.

If the prospective employer decides to further consider an applicant after receiving an affirmative response to any of the questions listed in SECTIONS 1 and 2 of this form, the prospective employer shall request that former employers responding affirmatively to the questions provide additional information about the matters disclosed and include any related records. The **Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Information Request** can be used to request this follow-up information. Former employers shall provide the additional information and records within 60 calendar days of the prospective employer's request.

The completed form and any information or records received shall not be considered public records for the purposes of the Act of February 14, 2008 (P.L. 6, No. 3) known as the "Right to Know Law."

The Department of Education shall have jurisdiction to determine willful violations of Act 168 and may, following a hearing, assess a civil penalty not to exceed \$10,000. School entities shall be barred from entering into a contract with an independent contractor who is found to have willfully violated the provisions of Act 168.

**COMMONWEALTH OF PENNSYLVANIA
SEXUAL MISCONDUCT/ABUSE DISCLOSURE RELEASE
(under Act 168 of 2014)**

(Hiring school entity or independent contractor submits this form to ALL current employer(s) and to former employer(s) that were school entities and/or where the applicant had direct contact with children)

To:	Name of Current or Former Employer:	☐ No applicable employment
	Street Address:	
	City, State, Zip:	
	Telephone Number:	Fax Number: Email:
	Contact Person:	Title:

The named applicant is under consideration for a position with our entity. The Pennsylvania General Assembly has determined that additional safeguards are necessary in the hiring of school employees to ensure the safety of the Commonwealth's students. The individual whose name appears below has reported previous employment with your entity. We request you provide the information requested in SECTION 2 of this form within **20 calendar days** as required by Act 168 of 2014.

SECTION 1: APPLICANT CERTIFICATION AND RELEASE (TO BE COMPLETED BY THE APPLICANT EVEN IF THE APPLICANT HAS NO CURRENT OR PRIOR EMPLOYMENT TO DISCLOSE)

Applicant's Name (First, Middle, Last):	
Any former names by which the Applicant has been identified:	
DOB:	
Last 4 digits of Applicant's Social Security Number:	PPID (if applicable):
Approximate dates of employment with the entity listed above:	
Position(s) held with the entity:	

Pursuant to Act 168, an employer, school entity, administrator, and/or independent contractor that provides information or records about a current or former employee or applicant shall be immune from criminal liability under the CPSL, the Educator Discipline Act, and from civil liability for the disclosure of the information, unless the information or records provided were knowingly false. Such immunity shall be in addition to and not in limitation of any other immunity provided by law or any absolute or conditional privileges applicable to such disclosure by the virtue of the circumstances of the applicant's consent thereto. Under Act 168, the willful failure to respond to or provide the information and records as requested may result in civil penalties and/or professional discipline, where applicable.

Have you (Applicant) ever:

- Yes ☐ No ☐ Been the subject of an abuse or sexual misconduct investigation by any employer, state licensing agency, law enforcement agency or child protective services agency (unless the investigation resulted in a finding that the allegations were false)?
- Yes ☐ No ☐ Been disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from employment while allegations of abuse or sexual misconduct were pending or under investigation or due to adjudication or findings of abuse or sexual misconduct?
- Yes ☐ No ☐ Had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of abuse or sexual misconduct?

By signing this form, I certify under penalty of law that the statements made in this form are correct, complete, and true to the best of my knowledge. I understand that false statements herein, including, without limitation, any willful failure to disclose the information required, shall subject me to criminal prosecution under 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and to discipline up to, and including, termination or denial of employment, and may subject me to civil penalties and disciplinary action under the Educator Discipline Act. I also hereby authorize the above-named employer to release to the entity listed on page 3, the information requested in SECTION 2 of this form and any related records. I hereby release, waive, and discharge the above-named employer from any and all liability of any kind that may arise from such disclosure or release of records. I understand that third party vendors may be used to process this Act 168 pre-employment history review.

Signature of Applicant

Date

SECTION 2: CURRENT/FORMER EMPLOYER VERIFICATION (TO BE COMPLETED BY THE APPLICANT'S CURRENT EMPLOYER(S) AND ALL FORMER EMPLOYERS THAT WERE SCHOOL ENTITIES AND/OR WHERE THE APPLICANT HAD DIRECT CONTACT WITH CHILDREN)

Dates of employment of Applicant: _____

Contact telephone #: _____

To the best of your knowledge, has Applicant ever:

- Yes ☐ No ☐ Been the subject of an abuse or sexual misconduct investigation by any employer, state licensing agency, law enforcement agency or child protective services agency (unless the investigation resulted in a finding that the allegations were false)?
- Yes ☐ No ☐ Been disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from employment while allegations of abuse or sexual misconduct were pending or under investigation or due to adjudication or findings of abuse or sexual misconduct?
- Yes ☐ No ☐ Had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of abuse or sexual misconduct?
- ☐ No records or other evidence currently exists regarding the above questions. I have no knowledge of information pertaining to the applicant that would disqualify the applicant from employment.

Former Employer Representative Signature and Title

Date

Return all completed information to:

School Entity/Independent Contractor:	
Address:	Phone:
City: State: Zip:	Fax: Email:
Contact Person:	Title:

Date Form Received: _____

Received by: _____

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Book	Policy Manual
Section	800 Operations
Title	Responsible Contractors
Code	826
Status	Active
Adopted	June 5, 2023

Purpose

This policy is intended to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform district contracts in a timely, reliable and cost-effective manner by establishing clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past performance, safety, legal compliance and business integrity, in selecting responsible contractors for district contracts, as hereinafter more specifically set forth.

Definitions

Firm – all general contractors, construction managers, other lead or prime contractors, and subcontractors, regardless of incorporation, of any tier that perform work on any district property and facilities.

Class A Apprenticeship Program - an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for two (2) of the past seven (7) years. To permit development of recently registered programs, the graduation requirement shall not apply to an apprenticeship program registered within the past ten (10) years if the program provides apprenticeship training for a craft or trade by the U.S. Department of Labor or a state apprenticeship agency at the time the program was registered. Any program not required to meet the graduation requirements may, in addition to providing proof that it is currently registered with federal or state government, be required to provide evidence that the program is actively engaged in bona fide apprenticeship training activity.

Craft Employees - manual workers of high skill who have a thorough and comprehensive knowledge of the processes involved in their work including, but are not limited to, the building trades.

Guidelines

Requirements

All firms that perform work valued at over \$500,000.00 on any district property and facilities, including construction, demolition, alteration, renovation, repair, service, or maintenance work, shall meet the requirements of this policy.

All firms engaged in contracts covered by this policy shall be qualified, responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills, and

qualifications and organizational, financial and personnel resources. Qualified, responsible firms shall also have a satisfactory past performance record and a satisfactory record of law compliance, integrity, and business ethics.

This policy shall not apply to the installation of district-purchased Items through purchasing networks and programs, the installation of furniture, fixtures, and equipment (FF&E), the installation of security systems, and the installation of information technology systems provided it maintains the manufacturer warranty.

Contractor Responsibility Certification

As a condition of performing work on a district contract subject to this policy a firm seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits its bid for a contract.

The Contractor Responsibility Certification shall be completed on a form provided by the district, and the applicable departments within, and shall reference the project for which a bid is being submitted by name and contract or project number.

In the Contractor Responsibility Certification, the firm shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

1. The firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, or certificates required to: do business in the designated locale; and, perform the contract work it seeks to perform including, but not limited to, licenses, registrations, or certificates for any type of trade work or specialty work which the firm proposes to self-perform;
2. The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements;
3. The firm has not been debarred or defaulted on any project by any federal, state, or local government agency or authority in the past three (3) years;
4. The firm has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years;
5. The firm has not committed a willful violation of federal or state safety laws as determined by a final decision of a court or government agency in the past three (3) years;
6. The firm and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency for the past ten (10) years;
7. The firm has not within the past three (3) years been found by a final decision of court or government agency in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environment laws or others, where the result of such violation was the imposition of a fine, back pay damages or any other type of penalty in the amount of \$25,000.00 or more for any single incident or penalties amounting to \$50,000.00 or more for the previous three (3) years prior to submission of the certification form;
8. The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under the Pennsylvania Prevailing Wage Act for the duration of the referenced project;
9. The firm participates in the Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project; and,
10. The firm has all other technical qualifications and resources, including equipment, personnel, and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible subcontractors.

All craft labor that will be employed by the firm for the project shall have completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least seventy percent (70%) of the craft labor workforce employed on the project workforce shall be comprised of either journeypersons, workers who have successfully completed an apprenticeship training program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency, or registered apprentices currently enrolled in such programs.

The district may require any other additional information it deems necessary to evaluate a prospective contractor's technical qualifications, financial capacity or other resources and performance capabilities. The district may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.

In the Contractor Responsibility Certification, the submitting firm shall stipulate that if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in this policy.

If the submitting firm has ever operated under another name or controls or is controlled by another company or business entity or in the past five (5) years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach a separate statement to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

Contractor Responsibility Certifications shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete, and accurate.

If a firm fails to provide a Contractor Responsibility Certification required by this section, it shall be disqualified from bidding. No action of any nature shall lie against the district because of its refusal to accept a bid for failing to provide information required by this section.

Pre-Qualification Requirements

For contracts relating to any district property and facilities, including construction, demolition, alteration, renovation, repair, service, or maintenance work, over \$500,000.00 as estimated by the district, firms must submit a Contractor Responsibility Certification at least fourteen (14) calendar days before the proposed bid submission deadline. Failure to submit a Contractor Responsibility Certification by the deadline will automatically disqualify any firm from submitting a bid or proposal for contract.

Upon the receipt of the pre-qualification Contractor Responsibility Certification, the district shall determine whether the firm meets the requirements under this policy. Notice of the district's determination shall be sent to the proposed firm at least seven (7) calendar days before the proposed bid submission deadline. All firms that are determined by the district to meet the qualification requirements of this policy shall be entitled to submit a bid or proposal for the project.

Notice of Intent to Award Contract

After it has received bids for a project, the district shall review the bids and firms submitting the bids and perform due diligence. Upon the review and conditional approval of the Board, the district shall issue a Notice of Intent to Award Contract to the firm offering the lowest responsive bid. Such notice shall stipulate that the contract award will be conditioned on the issuance of a written Contractor Responsibility Determination, as required by this policy and any other conditions determined appropriate by the district.

Subcontractor Lists, Subcontractor Responsibility Certifications

Within seven (7) days from the date of Notice of Intent to Award Contract, a prospective awardee shall submit to the district a Subcontractor List containing the name of subcontractors that will be used for the referenced project, their addresses, and a description of the work each listed subcontractor will perform on the project.

At the time a prospective awardee submits the Subcontractor List it shall also submit Subcontractor Responsibility Certifications for all listed subcontractors to the district. Subcontractor Responsibility Certifications shall be executed by the respective subcontractors and contain the same information and representations required in the Contractor Responsibility Certifications.

Subcontract Responsibility Certifications shall be executed by persons having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete, and accurate.

Contractor Responsibility Review and Determination

After a Notice of Intent to Award Contract has been issued and the firm was not pre-qualified pursuant to the Pre-Qualification Requirements section of this policy, the district shall undertake a review process for a period of no more than thirty (30) days, from the date the Notice of Intent to Award Contract is issued, to determine whether the prospective awardee is a qualified, responsible contractor in accordance with the requirements of this policy and other applicable law and regulations and has the resources and capabilities to successfully perform the contract.

As part of this review process, the district shall ensure that the Contractor Responsibility Certification, the Subcontractor List and Subcontractor Responsibility Certifications, as required by this act, have been submitted and properly executed.

The district may conduct any additional inquiries to verify the prospective awardee and its subcontractors have the technical qualification and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the district may seek relevant information from the firm, its prior clients or customers, its subcontractors, or any other relevant source.

In the event a firm is determined to not meet policy or district requirements, the district shall advise the firm of its finding in writing and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, re-bid the project.

If the district determines that a Contractor or Subcontractor's Responsibility Certification contains false or misleading material information that was provided knowingly or with reckless disregard for the truth omits material information that was omitted knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be prohibited from performing work for the district for a period of three (3) years and subject to any other penalties and sanctions, including termination, available to the district under law. A contract terminated under these circumstances shall further entitle the district to withhold payment of any monies due to the firm as damages.

Contract Award

In accordance with law, the contract shall be awarded within sixty (60) days of the bid deadline by written notice to the lowest responsible bidder or all bids shall be rejected. Extensions of the date for the award may be made by mutual written consent of the district and the lowest responsible bidder.

A contract subject to this policy shall not be executed until all requirements of this policy have been fulfilled. The district reserves the right to reject any defective bid, the right to waive any non-material defect in a bid and the right to reject all bids, as it determines such actions are in the district's best interests.

Subcontractor Responsibility Review Requirements

A firm shall not be permitted to use a subcontractor, or any work performed for the district unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of this policy.

A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from the district and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

In the event that the district determines that a prospective subcontractor listed by the apparent low bidder does not meet the responsibility standards of this section, it may, after informing the prospective awardee, exercise one of the following options:

1. Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this policy;
2. Require the awardee to self-perform the work in question if the firm has the required experience, licenses, and other qualifications to perform the work in question; and/or
3. Disqualify the prospective awardee.

In the event that a subcontractor is disqualified under this policy, the firm shall not be permitted to make any type of contractual claim against the district on the basis of a subcontractor disqualification.

Public Review Process

The Contractor Responsibility Certification for a firm identified in a Notice of Intent to Award Contract, Subcontractor List and Subcontractor Responsibility Certifications shall be made immediately available to the public for inspection through a publicly accessible website or other comparable means.

Severability and Effective Date

If any provision of this policy shall be held to be invalid or unenforceable by a court of competent jurisdiction, any such holding shall not invalidate any other provision of this policy and all remaining provisions shall remain in full force and effect.

This policy shall become effective upon Board adoption. The requirements of this policy shall not apply to contracts executed prior to the adoption of this policy, except that the exercise of an option on a contract covered by this policy shall be deemed to create a new contract for purposes of this policy.

Authority

The district has final determination as to whether all requirements of this policy are met. The Board may elect to waive this policy where a qualified Responsible Contractor as defined by this policy cannot be determined.

SECTION 002625 - SUBSTITUTION REQUEST FORM

- A. Submissions for approved substitutions will be permitted and processed in accord with Article 10 of Document 002113 "Instructions to Bidders".
- B. Submissions will be "received dated" immediately upon arrival at the office of Engineer.
- C. All Submissions must be received ten (10) days prior to bid or they may not be reviewed.
- D. Reviewer's General Criteria for review will be:
 - 1. Burden of proof of performance equality and completeness of this submittal is the responsibility of the submitter.
 - 2. Reviewers will not be required to complete the submittal, that is, select from options or between models and lines of products.
 - 3. Reviewer will not be required to seek information from the manufacturer's literature on file in the office, or information from other locations.
 - 4. Product must be equal, or better, in those features and performance which specified product provides.
 - 5. When in the reviewer's opinion, significant deficiencies are established, further review of submitted data is not required.
- G. Reviewer will note action (approval or disapproval), the date, and their initials.
- H. If a submittal is disapproved, reviewer will make notations that will be adequate to guide a later reviewer to the same conclusion. Sample notations may be: "Submittal vague", "incomplete", or "product equality not substantiated".
- I. Submittals received after closing time will be "received dated," marked "late", initialed, and filed without review.
- J. Submittals will be filed in the project file until completion of the project, then destroyed.
- K. Approval of a substitute item will be communicated to bidders in the form of an Addendum.

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

TO:

CHA
1 E. Broad St., Suite 310
Bethlehem, PA 18018

PROJECT _____

PRIME BIDDER _____

CONTRACTOR/SUPPLIER _____

We hereby submit for consideration, the following product instead of specified item for above project:

SECTION/DRAWING ITEM	PARAGRAPH/DETAIL	SPECIFIED
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_____	_____	_____
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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.

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. That the product manufacturer 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. That the use of this product does not affect the dimensions shown on the Drawings unless specifically stated in the attached information.

Reason for Substitution:

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

ATTACHMENTS *(If not applicable, write N/A in space provided)*

No. 1 Complete product data, including technical data and laboratory tests, if applicable.

No. 2 Drawings indicating dimensional changes. _____

No. 3 Complete description of changes to drawings and specifications which proposed substitution will require for its proper installation.

No. 4 Necessary samples and substantiating data to prove equal quality, performance, and appearance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. Differences in quality of materials and construction shall be indicated.

No. 5 List of names and addresses of three similar projects on which product was used, date of installation, and Engineer/Engineer's name, address, and telephone numbers.

Fill in blanks below *(Provide attachments if more space is necessary)*

A. Does the substitution affect dimensions indicated on the Contract Drawings?

Yes _____ No _____ If yes, clearly indicate changes:

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What effect does substitution have on other trades, other contracts, and Contract Completion Date?

D. What effect does substitution have on applicable code requirements?

E. List differences between proposed substitution and specified item:

F. Identify manufacturer's guarantees: _____

G. Identify cost impact; Provide attachments showing proposed credit:

HATBORO-HORSHAM SCHOOL DISTRICT
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Undersigned attests function and quality equivalent or superior to specified item.

CERTIFICATION OF EQUAL PERFORMANCE:

Submitted by: _____ Title: _____

Company: _____

Address: _____

Date: _____

Telephone: _____ E-mail: _____

Signature: _____

.....

For Use by the Engineer:

Accepted _____ Accepted as Noted: _____

Not Accepted _____ Received Too Late: _____

Reviewer: _____ Date: _____

REMARKS: _____

END OF SECTION 002625

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL POOL DECOMMISSIONING

Submitted To:

Submitted By:

Hatboro-Horsham School District

411 Babylon Road

Horsham, PA 19044

THIS BID FORM SHALL NOT BE ALTERED IN ANY MANNER. ANY ALTERED BID FORMS SHALL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with disposition of Bid Security. This Bid will remain open for 60 days after the day of Bid Opening unless the OWNER is delayed in awarding the Contract due to the failure to receive a required approval or permit from one or more reviewing bodies/governmental agencies having jurisdiction over the Project, the sale of bonds, or the award of a grant, in which case, Bids shall remain open for 120 days after the day of the Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all Contract Documents, Advertisement to Bid, the Instructions to Bidders. BIDDER has reported any discrepancies, duplications, errors or omissions in the Contract Documents, as required in the Instructions to Bidders and hereby waives any claims for additional cost or time for such matters that were apparent or discoverable by BIDDER from a thorough and complete review of the Contract Documents prior to submission of this bid. Additionally, the BIDDER hereby acknowledges receipt of the following addenda:

Addenda No. _____

- b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as BIDDER deems necessary. Failure to visit the project site shall be no reason for future request for additional compensation or costs of any kind.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, form, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for BIDDER any advantage over any other BIDDER or OWNER.

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4. The BIDDER agrees to perform the various items of Work for the following Single Lump Sum Price:

BASE BID PROPOSAL:

Single Prime Contract Base Bid Price (**INCLUDING** Project Allowances) for all work indicated on the Contract Documents.

_____ Dollars.
(Words)
(\$ _____).
(Figures)

5. **UNIT PRICES:** OWNER to make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the Bid. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owner's opinion, the nature or quantity of the work encountered is such that the unit price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract to perform the services required. **The responsiveness of the Bid may be determined by the Owner on the basis of the Unit Prices proposed by the BIDDER. Unit prices shall be consistent with verifiable average costs for the work to be performed. Bidders agree that a proposal may be rejected if the Unit Prices submitted are inconsistent with the average cost.** Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidentals necessary to complete the specified operation. The BIDDER agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, and the Material Allowance extension shall be recalculated.

UNIT PRICE 1: BIDDER agrees to provide concrete spall repair at a depth **less than 2.5 inches** at the following unit price:

The contract unit price to provide a concrete spall repair at
a depth of less than 2.5 inches is: \$ _____ per sq./ft.

UNIT PRICE 2: BIDDER agrees to provide concrete spall repair at a depth **more than 2.5 inches** at the following unit price:

The contract unit price to provide a concrete spall repair at
a depth of more than 2.5 inches is: \$ _____ per sq./ft.

UNIT PRICE 3: BIDDER agrees to provide to provide concrete crack repair (epoxy injection) at the following unit price:

The contract unit price to provide concrete crack repair
(epoxy injection) is: \$ _____ per linear. /ft.

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6. **PROJECT QUANTITY ALLOWANCE:** The Engineer must field measure and approve all allowance work prior to the Contractor performing the Work. Should the allowance amount be exceeded, the Contractor will be paid by Change Order addition at the Unit Price established for the related Work. Similarly, should the allowance amount be less than the allowed amount, the Contractor will credit the Owner for the unused quantity in accordance with the related Unit Price by a Change Order deduction.

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

- Quantity Allowance 1: Fifty (50) sq./ft. of Unit Price 1 work.
- Quantity Allowance 2: Fifty (50) sq./ft. of Unit Price 2 work.
- Quantity Allowance 3: Fifty (50) linear. /ft. of Unit Price 3 work
7. BIDDER accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work by the date defined in Section 011000 – SUMMARY.
8. BIDDER understands that the OWNER reserves the unrestricted right to reject any and all bids. The Owner reserves the right to waive non-material defects, informalities, or technicalities in any Bid in accordance with law.
9. BIDDER understands that Owner reserves the right to consider Alternates Prices in determining the low bidder. All Alternate Prices shall include costs for furnishing and installing all materials, labor, tools equipment, and other incidentals necessary to complete the specified operation in accordance with the Project Specifications and the manufacturer's recommendations.
10. Accompanying this Bid is Security in the form of _____ in the amount of ten percent (10%) of the total of the Base Bid and all possible add alternates.

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In witness whereof, the undersigned has caused this Proposal to be executed this _____ day of _____,
20_____.

INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATION

(Firm Name)

By _____
(Signature)

Print or Type Name of Person Authorized to Sign (Title)

State of LLC or Incorporation _____

Business Address _____

Telephone Number (_____) _____

Cellular Number (_____) _____

Email Address* _____
**Provide email address(es) for Notices*

Attest by _____

Print or Type Name of Person

Business / Corporate Seal:

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SECTION 004313 - BID SECURITY

The Bid Security utilized for this project shall be a "Bid Bond", AIA Document A 310-2010, (not included herein) or an approved equal. This document may be reviewed at the Engineers office or may be purchased directly from the American Institute of Architects at 800-365-2724. Reference the Instructions to Bidders for the execution of this document.

END OF SECTION 004313

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
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SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

NON-COLLUSION AFFIDAVIT

State of _____:

SS

County of _____:

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

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

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before Bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from 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 or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates,
(Name of My Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three 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:

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I state that _____
(Name of My Firm)

Understands and acknowledges that the above representations are material and important, and will be relied on by the Hatboro-Horsham School District in awarding 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 Hatboro-Horsham School District of the true facts relating to the submission of bids for this contract.

(Name)

(Company, Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY
of _____, 20__.

Notary Public

My Commission Expires

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.
7. A bidder’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

END OF DOCUMENT 004519

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**EJCDC MODIFIED STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

The Contractor is responsible to read this entire document as it has been modified from the original EJCDC Document.

THIS AGREEMENT is by and between the Hatboro-Horsham School District (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Decommissioning the existing pool and utility room within Simmons Elementary

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- Simmons Elementary School Pool Decommissioning

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by CHA and their consultants who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion, Final Payment, and Final Completion*

- A. The Work shall be substantially complete on or before August 14, 2026, and ready for final payment in accordance with paragraph 14.07 of the General Conditions. Final completion of the Work shall be on or before August 21, 2026.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a

legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, and 5.01.B below:

A. For all Work other than Unit Price Work, a Lump Sum of:

All specific project allowances are included in the above price. See proposal bid form.

B. For all Unit Price Work, see proposal/bid form Exhibit A. Any unit price work requires prior written authorization of Engineer and Owner.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in the Contract Documents. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. The OWNER may withhold payments in accordance with the General and Supplementary Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 Not applicable.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 That the Contractor also agrees:

- A. That no person shall be employed to do work under this Contract except competent and first class workmen and mechanics;
- B. That in the hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;
- C. That no Contractor, Subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of the work under his Contract on account of gender, race, creed or color;
- D. That there may be deducted from the amount payable to the Contractor under this Contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the Contract, and
- E. That this Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this portion of the Contract under 8.02.A and 8.02B above.
- F. Contractor agrees that all work performed under this Contract shall be performed pursuant to the provisions of Act 222, October 27, 1955 as amended by Act 19, February 28, 1961 and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 6, 1963 and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Attorney General, July 7, 1965.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. General Conditions (007216);
 - 3. Supplementary Conditions (007300);
 - 4. Instructions to Bidders (002113);
 - 5. Addenda numbered ____ through ____ ;
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Exhibit A);
 - b. Contractor's Performance Bond and Payment Bond (Exhibit B);
 - c. Contractor's Insurance Certificate (Exhibit C);
 - d. Notice of Intent to Award (Exhibit D);
 - e. Specifications & Drawings as listed in the Table of Contents of the Project Manual (Exhibit E);
 - f. Contractor's Qualifications Questionnaire (if required, Exhibit F);

- g. Contractor's Completed Public Works Employment Verification Form (E-Verify Form, Instructions to Bidders Exhibit ITB-A) (Exhibit G to this Agreement).
- h. Documentation submitted by CONTRACTOR prior to Notice of Award (Exhibit H):

Document Description: _____

- 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

- A. None defined.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20_____ (which is the Effective Date of the Agreement).

OWNER:
HATBORO-HORSHAM SCHOOL DISTRICT

CONTRACTOR:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:
227 Meetinghouse Road, Suite 100
Horsham, PA 19044

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Office Phone: _____

Office Phone: _____

Cellular: _____

Cellular: _____

Email: _____

Email: _____

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

SECTION 006113.00 – BOND FORMS

- A. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond (006113.13) and a Payment Bond (006113.16) in the forms provided in these Bid Documents, each in the amount of one hundred percent (100%) of the Contract Sum.
- B. The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.
- C. The Performance and Payment Bonds must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as accepted sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said Circular or revision thereof.

END OF DOCUMENT 006113.00

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SIMMONS ELEMENTARY SCHOOL
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SECTION 006113.13 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the "Principal"), and _____,
a corporation organized and existing under the laws of the _____ of _____,
and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and
firmly bound unto the Hatboro-Horsham School District as Obligee (the "Obligee"), as hereinafter set forth
in the full and just sum of _____ Dollars
(\$ _____), lawful money of the United States of America, for the payment of which
sum we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally,
firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid dated
_____ (the "Bid"), to perform certain _____
work for the Obligee, in connection with the Hatboro-Horsham School District, Simmons Elementary
School, Pool Decommissioning Project pursuant to plans, specifications and other related documents
constituting the Contract Documents, which are incorporated into the Bid by reference (the "Contract
Documents"); and

WHEREAS, the Obligee is a "contracting body" under provisions of Act No. 385 of the General
Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967,
known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, The Act, in Section 3(a), required that, before an award shall be made of the Principal
by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this
Bond to become binding upon the award of the contract to the Principal by the Obligee in accordance with
the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by
the Principal to the Obligee, and

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WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Oblige, and if the Oblige shall make an award to the Principal in accordance with the Bid then the Principal and the Oblige shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

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

The Principal shall remedy, without cost to the Oblige, all defects, deficiencies or failures, and any labor, materials or equipment performed or provided by the Principal in its performance of the Agreement which may develop during the period of one (1) year from the date of final payment by the Oblige for the work performed by the Principal, pursuant to the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Oblige or its legal successor in interest, shall be caused by and shall result from defective or inferior materials or workmanship.

If the Principal shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Oblige and all of its officers, agents, employees from any and all costs and damages which the Oblige and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Oblige any and all costs and expenses which the Oblige and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal; and if the Principal shall remedy, without costs to the Oblige, all defects which may develop during the period of one year (12 months) from the date of final payment by the Oblige of the work performed by the Principal pursuant to the Agreement and in accordance with the Contract Documents, which defects, in the sole judgment of the Oblige or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void, otherwise, this Bond shall be and shall remain in force and effect.

We, the Principal and Surety, further agree to indemnify and hold harmless the Oblige against any and all costs, liabilities, expenses, attorney's fees and obligations which the Oblige sustains by reason of the failure of the Principal or the Surety to comply with the terms of the Contract Documents or the Bond.

It is further agreed that, in the sole discretion of the Oblige and upon notice therefrom, the Surety may be required to perform and carryout the provisions of the Agreement in the event of a breach thereof by the Principal, whereupon the rights and responsibilities of the Surety and the Oblige to each other shall be the same as those of the Principal and the Oblige immediately prior to the breach giving rise to the Surety's obligation hereunder. If the Surety does not proceed promptly to render such performance or cause such performance to be rendered by a third party satisfactory to the Oblige, then the Surety shall be deemed to be in default on this Obligation fifteen (15) days after the receipt of notice from Oblige that the Surety shall so proceed, and the Oblige shall be entitled to enforce against Surety any remedy it may then or thereafter have against the Principal.

It is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate Amendments hereto, upon Amendment to the Contract Documents not increasing the Contract price in the aggregate by more than twenty (20%) percent of the Bond amount set forth herein, so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment" wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of the Bond, Contract Documents and/or Agreement.

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of time for the performance of Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation or entity (incorporated or otherwise formed under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Oblige a Certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, sub-contractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act on June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Every action upon this Bond shall be instituted only in the Court of Common Pleas of Montgomery County, Pennsylvania, and the Surety and Principal hereby submit to the exclusive jurisdiction of said court and agree that the venue of said court shall be proper in all respects and shall consent to service of process by any means authorized by Pennsylvania law.

This Bond is executed and delivered under and subject to the Public Works Contract's Bond Law of 1967.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered
this _____ day of _____, 20_____.

(Individual Principal)

(signature of individual) (SEAL)

Witness:

Trading and doing business as:

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

(Partnership Principal)

Witness:

(Name of Partnership)

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporate Principal)

ATTEST:

(Name of Corporation)

By: _____ (SEAL)
President

CORPORATE SEAL

or (if appropriate)

Witness:

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

(Corporate Surety)

Witness:

(Name of Corporation)

**By: _____
Attorney-in-Fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation. Attach a valid Certificate of Authority from the Pennsylvania Department of Insurance.

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

SECTION 006113.16 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the "Principal"), and _____,
a corporation organized and existing under the laws of the _____ of _____,
and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and
firmly bound unto the Hatboro-Horsham School District, as Oblige (the "Oblige"), as hereinafter set forth
in the full and just sum of _____ Dollars
(\$ _____), lawful money of the United States of America, for the payment of which sum
we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly
by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Oblige a certain Bid dated
_____ (the "Bid"), to perform certain _____ work for
the Oblige, in connection with the Hatboro-Horsham School District, Simmons Elementary School, Pool
Decommissioning Project, pursuant to plans, specifications and other related documents, which are
incorporated into the Bid by reference (the "Contract Documents"); and

WHEREAS, the Oblige is a "contracting body" under provisions of Act No. 385 of the General
Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967,
known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, The Act, in Section 3(a), required that, before an award shall be made of the Principal
by the Oblige in accordance with the Bid, the Principal shall furnish this Bond to the Oblige, with this
Bond to become binding upon the award of the contract to the Principal by the Oblige in accordance with
the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by
the Principal to the Oblige, and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall
furnish this Bond to the Oblige, and if the Oblige shall make an award to the Principal in accordance with
the Bid then the Principal and the Oblige shall enter into an agreement with respect to performance of such
work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

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

If the Principal promptly shall pay or shall cause to be paid, in full, all money which may be due to any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor and materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provision of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment provided, however, that (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if claimant first shall have given written notice, served in the manner provided in the Act, to the Principal within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted in the Court of Common Pleas of Montgomery County, Pennsylvania.

The Principal and the Surety agree that any alterations, changes, and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to this Agreement, and/or any giving by the Oblige of any extensions of time for the performance of the Agreement in accordance with the Contract Documents and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond, and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

It is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate Amendments hereto, upon Amendment to the Contract Documents not increasing the Contract price in the aggregate by more than twenty (20%) percent of the Bond amount set forth herein, so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment" wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of the Bond, Contract Documents and/or Agreement.

If the Principal is a foreign corporation or other entity(incorporated or formed under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligea a Certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, sub-contractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act on June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Every action upon this Bond shall be instituted only in the Court of Common Pleas of Montgomery County, Pennsylvania, and the Surety and Principal hereby submit to the exclusive jurisdiction of said court and agree that the venue of said court shall be proper in all respects, and shall consent to service of process by any means authorized by Pennsylvania law.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20_____.

(Individual Principal)

_____(SEAL)
(signature of individual)

Witness:

Trading and doing business as:

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

(Partnership Principal)

Witness:

(Name of Partnership)

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporate Principal)

ATTEST:

(Name of Corporation)

By: _____ (SEAL)
President

CORPORATE SEAL

or (if appropriate)

Witness:

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

(Corporate Surety)

Witness:

(Name of Corporation)

**By: _____
Attorney-in-Fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation. Attach a valid Certificate of Authority from the Pennsylvania Department of Insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/20xx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BEST INSURANCE AGENCY 123 MAIN ST ANYTOWN PA #####	CONTACT NAME: PHONE: 610.868.8507 (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #:												
	FAX: 610.868.7604 (A/C, No):												
	INSURER(S) AFFORDING COVERAGE												
INSURED BEST CONTRACTING INC 123 MAIN ST ANYTOWN, PA #####	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">INSURER A :</td> <td style="width: 50%;">INSURANCE COMPANY</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A :	INSURANCE COMPANY	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER: SAMPLE COI****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			123456789	DATE	DATE	EACH OCCURRENCE	\$	CONTRACT
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	CONTRACT
	☐ CLAIMS-MADE	☒ OCCUR					MED EXP (Any one person)	\$	CONTRACT
							PERSONAL & ADV INJURY	\$	CONTRACT
							GENERAL AGGREGATE	\$	CONTRACT
							PRODUCTS - COMP/OP AGG	\$	CONTRACT
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	☐ POLICY	☐ PRO-JECT	☐ LOC						
A	AUTOMOBILE LIABILITY			123456789	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident)	\$	CONTRACT
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	☐ HIRED AUTOS							\$	
	☐ NON-OWNED AUTOS							\$	
B	UMBRELLA LIAB	☒ OCCUR		123456789	DATE	DATE	EACH OCCURRENCE	\$	CONTRACT
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$	CONTRACT
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			123456789	DATE	DATE	☒ WC STATUTORY LIMITS	☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / N	☐ N / A				E.L. EACH ACCIDENT	\$	CONTRACT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	CONTRACT
							E.L. DISEASE - POLICY LIMIT	\$	CONTRACT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

UMBRELLA# (INSERT POLICY NUMBER) PROVIDES EXCESS COVERAGE OVER GENERAL LIABILITY, AUTO, AND WORKERS COMPENSATION. HATBORO-HORSHAM SCHOOL DISTRICT, CHA AND ALL CONSULTANTS; AND EACH OF THE OFFICERS, AGENTS, AND EMPLOYEES, AND HORSHAM TOWNSHIP AND ITS EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON ALL POLICIES PERTAINING TO THIS PROJECT.

CERTIFICATE HOLDER**CANCELLATION**

HATBORO-HORSHAM SCHOOL DISTRICT
 227 MEETINGHOUSE ROAD, STE 100
 HORSHAM, PA 19044

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE CERTIFICATE HOLDER THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF ANY SUCH CANCELLATION IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

~~STANDARD~~ GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

~~STANDARD~~ GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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18.13 Prohibition of Illegal Alien Labor / Public Works Employment Verification Act.....	S.C.
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*S.C. denotes that the Article is included in Specification Section 007300, Supplementary Conditions.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

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Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work

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Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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- A. ~~When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.~~
- B. ~~*Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.~~

2.02 *Copies of Documents*

SEE S.C.

- A. ~~Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.~~

2.03 *Commencement of Contract Times; Notice to Proceed*

SEE S.C.

- A. ~~The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a Preliminary Schedule in accordance with the General Requirements as set forth in Division 1;

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2. ~~a preliminary Schedule of Submittals; and~~

3. ~~a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.~~

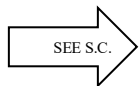
SEE S.C.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.



3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*



- ~~1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written~~

~~interpretation or clarification from Engineer before proceeding with any Work affected thereby.~~

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. *Resolving Discrepancies:*

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1. ~~Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:~~
 - a. ~~the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or~~
 - b. ~~the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).~~

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer, Owner or any of their consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

SEE S.C.

- A. Owner shall furnish the Site. ~~Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.~~
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and

Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

SEE S.C.

~~A. *Reports and Drawings:* The Supplementary Conditions identify:~~

- ~~1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and~~
- ~~2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).~~

~~B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or~~
- ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.~~

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

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- ~~1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or~~
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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- A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner.~~ Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

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- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to

timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

SEE S.C.

- G. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SEE S.C.

- A. ~~Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.~~ These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

SEE S.C.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from

the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

SEE S.C.

- B. ~~The policies of insurance required by this Paragraph 5.04 shall:~~

- ~~1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional~~

~~insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;~~

- ~~2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;~~
- ~~3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;~~
- ~~4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);~~
- ~~5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and~~
- ~~6. include completed operations coverage:~~
 - ~~a. Such insurance shall remain in effect for two years after final payment.~~
 - ~~b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter. —~~

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

SEE S.C.

- A. ~~Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~
 - ~~1. include the interests of Owner, Contractor, Subcontractors and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;~~
 - ~~2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and~~

~~equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.~~

- ~~3. include expenses incurred in the repair or replacement of any insured property (including but~~
 - ~~4. ting by Owner prior to being incorporated in the Work, provided that such materials and not limited to fees and charges of engineers and architects);~~
 - ~~5. cover materials and equipment stored at the Site or at another location that was agreed to in writing if equipment have been included in an Application for Payment recommended by Engineer;~~
 - ~~6. allow for partial utilization of the Work by Owner;~~
 - ~~7. include testing and startup; and~~
 - ~~8. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.~~
- B. ~~Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~
- C. ~~All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.~~
- D. ~~Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- E. ~~If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

SEE S.C.

~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

- ~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
- ~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~

SEE S.C.

~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the

damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

SEE S.C.

- A. ~~If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.~~

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

SEE S.C.

- B. ~~At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.~~

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

SEE S.C.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

SEE S.C.

6.05 Substitutes and “Or-Equals”

SEE S.C.

A. ~~Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.~~

~~1. “Or Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:~~

~~a. in the exercise of reasonable judgment Engineer determines that:~~

- ~~1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;~~
- ~~2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and~~
- ~~3) it has a proven record of performance and availability of responsive service.~~

~~b. Contractor certifies that, if approved and incorporated into the Work:~~

- ~~1) there will be no increase in cost to the Owner or increase in Contract Times; and~~
- ~~2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.~~

~~2. Substitute Items:~~

~~a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.~~

~~b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.~~

~~e. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.~~

~~d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:~~

~~1) shall certify that the proposed substitute item will:~~

~~a) perform adequately the functions and achieve the results called for by the general design,~~

~~b) be similar in substance to that specified, and~~

~~e) be suited to the same use as that specified;~~

~~2) will state:~~

~~a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;~~

~~b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and~~

~~e) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;~~

~~3) will identify:~~

~~a) all variations of the proposed substitute item from that specified, and~~

~~b) available engineering, sales, maintenance, repair, and replacement services; and~~

~~4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.~~

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of

acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer’s Cost Reimbursement:* Engineer will record its costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

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- A. ~~Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses.~~ Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

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- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. ~~However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.~~

- C. ~~Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.~~

6.10 *Taxes*

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- A. ~~Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.~~

6.11 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work or due to the failure or omission of the Contractor including, but not limited to, fines, penalties or other fees or damages.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

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6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

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- A. Contractor shall submit Shop Drawings and Samples to Engineer for review ~~and approval~~ in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review ~~and approval~~ of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

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1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review ~~and approval~~ will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

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2. Engineer's review ~~and approval~~ will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review ~~and approval~~ of a separate item as such will not indicate approval of the assembly in which the item functions.

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3. Engineer's review ~~and approval~~ shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop

Drawing or Sample. Engineer's review ~~and approval~~ shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review ~~and approval~~ of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or

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7. any correction of defective Work by Owner.

6.20 Indemnification

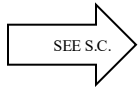
- A. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed 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 Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to

Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

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- A. ~~If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:~~
- ~~1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;~~
 - ~~2. the specific matters to be covered by such authority and responsibility will be itemized; and~~
 - ~~3. the extent of such authority and responsibilities will be provided.~~
- B. ~~Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.~~

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

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E 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*



- A. ~~Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.~~

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

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9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or

Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

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- A. ~~In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.~~
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

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9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed

with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

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10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may

otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

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- B. ~~Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).~~
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial. However, prior to pursuing any remedy under Article 16, the parties will meet in person with Engineer to engage in good faith negotiations to resolve the issue.

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- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to

Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, ~~safety managers, engineers,~~ architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

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- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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- B. ~~Cash Allowances:~~

1. ~~Contractor agrees that:~~

- a. ~~the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and~~
- b. ~~Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.~~

- C. ~~Contingency Allowance:~~

1. ~~Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.~~

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly (as defined below in Sections 11.03.D.4) from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
 - 4. If the total quantity of any item of Unit Price Work varies from the estimate contained in the Bid Form by more than 25 percent, payment may be made according to the following categories:
 - a. **Increases of More Than 25 Percent.** Should the total quantity of any "major item" of Unit Price Work exceed the estimate contained in the Bid Form by more than 25 percent, the Work in excess of 125 percent of such estimate may be adjusted. Such adjustment of the unit price is to be the difference between the Bid unit price and the unit cost determined. Overhead will be deemed to have been recovered by the contractor by the payments made for the 125 percent of the Contract quantity for such item already paid, and in computing the new unit cost, such overhead will be excluded.
 - b. The term "major item" means any item of Unit Price Work having an original Contract value in excess of fifteen percent (15%) of the original Contract Price.
 - c. **Decreases of More Than 25 Percent.** Should the total quantity of any "major item" be less than 75 percent of the estimate contained in the Bid, the quantity of said item may be adjusted. Such adjustment of the unit price is to be the difference between the Bid unit Price and the unit cost determined, of the total quantity of the item, including overhead. Payment for the total quantity of such item of Unit Price Work is not to exceed the payment

that would be made for the performance of 75 percent of the estimate contained in the Bid Form for such item at the original unit price bid.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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- C. ~~Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:~~
 - ~~1. a mutually acceptable fixed fee; or~~
 - ~~2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~
 - ~~a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;~~
 - ~~b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~
 - ~~c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~
 - ~~d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~

- ~~e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and~~
- ~~f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

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- ~~B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.~~
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner and Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner and Engineer, and their employees, consultants and other representatives, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

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13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

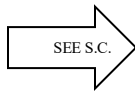
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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13.08 ~~Acceptance of Defective Work~~



13.08 *Acceptance of Defective Work Prior to Final Payment*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 ~~Owner May Correct Defective Work~~



13.09 *Owner May Correct Defective Work Prior to Final Payment*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

SEE S.C.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

SEE S.C.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. ~~Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner and Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the~~

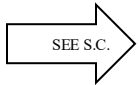
SEE S.C.

~~Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:~~

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:



- 1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.~~

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete,

Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

SEE S.C.

- ~~A. The making and acceptance of final payment will constitute:~~

- ~~1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and~~
- ~~2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~

SEE S.C.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

SEE S.C.

- A. ~~The occurrence of any one or more of the following events will justify termination for cause:~~
 - ~~1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);~~
 - ~~2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;~~
 - ~~3. Contractor's repeated disregard of the authority of Engineer; or~~
 - ~~4. Contractor's violation in any substantial way of any provisions of the Contract Documents.~~
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor no later than 45 days after the Owner has tabulated and paid all of the aforesaid expenses. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

SEE S.C.

~~D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

SEE S.C.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

SEE S.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.

- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

SEE S.C.

- A. ~~If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.~~
- B. ~~In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.~~

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

SEE S.C.

- A. ~~Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~
- B. ~~Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~
- C. ~~If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~
- ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or~~
 - ~~2. agrees with the other party to submit the Claim to another dispute resolution process; or~~
 - ~~3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.~~

SEE S.C.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SEE S.C.

SECTION 007300 – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) included with the Contract Documents and shall apply to all Prime Contracts and each Prime Contractor is responsible for the content of all. All provisions which are not so amended or supplemented remain in full force and effect. If any of the following Supplementary Conditions is inconsistent or conflicts with any of the provisions or terms of the General Conditions, the Supplementary Condition shall control. All provisions of the General Conditions which are not so amended or supplemented by these Supplementary Conditions shall remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

SC-1.01 *Definitions*

SC-1.01 The following sentence shall be added to the definition of “Claim” under 1.01.A.10

The term “Claim” shall not include any assertion or demand by the Owner, made after Final Payment, that labor, materials, or workmanship are defective or in any other way deficient.

The following paragraph shall be added immediately after 1.01.A.51

52. Multiple Prime Contractors – persons or entities who perform construction under contracts with Owner that are administered by Engineer for the completion of the Project. The term does not include Owner’s own forces.

SC-2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Paragraph 2.01 shall be deleted in its entirety and insert the following in its place:

A. *Performance and Payment Bonds*: Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. The Bid Bond form shall be obtained from a company acceptable to the Owner, must be executed by a surety licensed and authorized to conduct business as a surety within the Commonwealth of Pennsylvania, have an AM Best rating of ‘A-’ or higher and a financial rating of Class X or higher and shall be named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular of revisions thereof. The amount of each Payment Bond and Performance Bond shall be equal to one hundred percent (100%) of the Contract Price and be written on the forms included in the Bidding Documents.

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- B. Contractor shall deliver the required Payment Bond and Performance Bond to Owner not later than ten (10) days after receipt of Notice of Intent to Award.
- C. Contractor shall require the attorney-in-fact who executes the required Payment Bond and Performance Bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- D. If Contractor fails to deliver a Payment Bond and Performance Bond in the amounts and types required, in accordance with Paragraph 2.01.A, Owner may declare Contractor in default and may award the Contract to the next lowest responsive, responsible bidder and require, among other things, surrender of the Bid Bond by such Contractor. All bonds required by the Contract Documents must involve insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania.
- E. *Evidence of Insurance:* As required in the Bidding Documents, Contractor agrees to provide Owner with a sample certificate of insurance evidencing Contractor's insurance coverages at or above the limits required herein with the submission of Contractor's Bid. Before any work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer Certificates of Insurance (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with Article 5, naming Owner and Engineer as additional insured on such insurance policies (except for Workers' Compensation).

SC-2.02 *Copies of Documents*

SC-2.02.A Paragraph 2.02.A shall be deleted in its entirety and insert the following in its place:

- A. The Engineer will furnish to Contractor up to two (2) sets of the Contract Documents. Additional sets of the Contract Documents may be obtained from the Engineer at cost specified below:
 - 1. Additional bound copies of the Project Manual and Technical Specifications - \$100.00 per set.
 - 2. Additional drawings - \$5.00 per sheet.
- B. To better facilitate the shop drawings process, copies of the contract drawings will be made available in AutoCAD .dwg electronic format to Contractor subject to the following provisions:
 - 1. The data contained in any and all electronic files is copyright protected and shall be used solely for the facilitation of the shop drawing process on this Project only. Any other use that is not consistent with this intended use is strictly prohibited. Any misuse will be punishable to the fullest extent of the law.
 - 2. Electronic media will only be made available to Contractor. Direct requests from Subcontractors will not be honored. Contractor shall bear the responsibility of distribution to their Subcontractors, if desired. Requests shall be made in writing directly to the Engineer and shall indicate the list of drawings requested (indicate by drawing number). Engineer will then calculate the cost of compiling the request and issue a total price to Contractor. Payment, by Contractor, must be received in full

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prior to the Engineer preparing and releasing any electronic files. Checks shall be made payable to CHA.

3. The cost of electronic files is hereby established as the following:
 - a. One hundred fifty dollars (\$150) for the first contract drawing requested and five dollars (\$5) for each additional contract drawing.
4. Contractor shall thoroughly check all information and details of the drawings and be satisfied that all information and details are correct. Information concerning existing conditions, if applicable, shall be thoroughly field checked and verified. Incorrect information and details shall immediately be called to the attention of Engineer. Please note that Addenda Information will not be included on the electronic files. Contractor shall be responsible for incorporating all pertinent Addenda information.
5. Owner, Engineer, and Engineer's Consultants shall not be held responsible for any costs or other liabilities resulting from the use of electronic files or the failure of Contractor to detect errors and omissions concerning matters within his contractual responsibility through the use of said electronic files. Contractor shall indemnify and hold harmless, to the fullest extent permitted by law, Owner, Engineer, and Engineer's Consultants, their directors, officers, agents, and employees from and against any and all claims, damages, losses and expenses, including attorney's fees arising out of the modification, misinterpretation, misuse of the electronic files, and for any and all errors or omissions alleged to have arisen out of the use of any electronic files.
6. Nothing herein contained shall be construed as constituting a guarantee, warranty or assurance, either expressed or implied, by any party, that the electronic files will yield or accomplish Contractor's desired outcome.

SC-2.03 *Commencement of Contract Times: Notice to Proceed*

SC-2.03.A Paragraph 2.03.A shall be deleted in its entirety and insert the following in its place:

- A. The Contract Time shall commence on the date stated in the Notice to Proceed.

SC-2.05 *Before Starting Construction*

SC-2.05.A.2 Paragraph 2.05.A.2 shall be deleted in its entirety and insert the following in its place:

2. A list of all products proposed for installation, including the name of the manufacturer, fabricator, or supplier of each for approval by Owner and Engineer. The list shall be tabulated by, and be complete for, each Specification Section. Where applicable, subcontractor's names shall be included in such list. Only those materials specified or approved by Addendum may be used in construction. Engineer and Owner reserve the right to deduct \$600.00 from the Contract Price for each additional day that all information is not furnished.

SC-2.05.A.3 Paragraph 2.05.A.3 shall be deleted in its entirety and insert the following in its place:

3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items, which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress

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payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The preliminary Schedule of Values shall be transmitted to the Engineer in .xlsx (Excel) or similar format.

The following paragraphs shall be added immediately after Paragraph 2.05.A.3:

- B. Such Preliminary Schedules shall be submitted by each Multiple Prime Contractor to the Engineer through the Project Coordinator and (a) shall not exceed the time limits set forth in the Contract Documents, (b) shall be revised at appropriate intervals as required by the conditions of the Work and Project, or as requested by Engineer, (c) shall be related to the entire Project schedule and (d) shall provide for the expeditious and practical execution of the Work. Each Contractor shall be aware that schedule adjustments will be required to coordinate with the Work of their Contract with the Work of other Multiple Prime Contractors.
- C. Not later than 30 days after the date of the Notice to Proceed, Contractor shall furnish proof in writing (if requested) that all subcontracts and purchase orders for all work in the project specifications have been executed. Engineer and Owner reserve the right to deduct \$600.00 from Contract Price for each day that any portion of work has not been contracted.

SC.2.08 *Project Schedule*

SC.2.08 Add the following new paragraphs immediately after Paragraph 2.07.A.3:

2.08 Project Schedule

- A. The Project Schedule is to be used by all Contractors as a guide and all Contractors shall be responsible to perform work to ensure that the Project is completed by the Project Contract completion date and all milestone dates established in the Project Manual are met. Any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered. Contractors, who feel extra time, in any form such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade, should include these costs in their bids. Contractors must recognize that although their work might not require shift, overtime, or premium time work for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete within the time frame. Contractors must allow for these overtime requirements and include the costs necessary to allow the other Contractors to complete within the specified time. Failure to recognize the extra costs in its bid shall not relieve Contractor from utilizing shift, overtime, or premium time work in performance of his Contract, all costs associated with meeting the time frames indicated in the construction schedules shall be included in the Contract Price.
- B. At a minimum of every month or as requested by Owner or in accordance with the dates specified in the Contract Documents, Contractor shall update the construction schedule. Said report shall set forth up-to-date and accurate progress data, shall be based upon Contractor's best judgment and shall be prepared by Contractor in consultation with all Subcontractors.

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- C. The review by Owner or Engineer of the Construction Schedule or any other schedule or plan of construction of Contractor, does not constitute an agreement of any start or finish date in the schedule or specific durations or sequences for activities of Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of Contractor of required portions of the Work by the Completion Dates as set forth in the Contract Documents. The Completion and Milestone Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of others. Completion and Milestone Dates are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by Contractor. Completion and Milestone Dates represent the latest allowable completion time for those portions of the Work to which each Completion and Milestone Date relates. The Completion and Milestone Dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with work performed by others. Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.
- D. Omissions and errors in the approved or accepted Construction Schedule, or any revisions or updates shall not excuse performance which is not in compliance with the Contract Documents. Review by Contractor does not make Owner or Engineer liable to Contractor for time or cost overruns flowing from such omissions or errors.

SC-3.03 *Reporting and Resolving Discrepancies*

SC-3.03.A.1 Paragraph 3.03.A.1 shall be deleted in its entirety and insert the following in its place:

1. Contractor's Review of Contract Documents Before Starting Work.
 - a. Contractor shall carefully examine the civil, architectural, plumbing, electrical, fire protection drawings and other Contract Drawings and Specifications. If any conflicts, inconsistencies, or discrepancies occur between and/or within the Drawings and Specifications, Contractor shall promptly report such a conflict, inconsistency, or discrepancy to Engineer in writing and obtain written instructions as to the manner in which to proceed. No departures from the Contract Documents shall be made without the prior written approval of Engineer and written notice to Owner.
 - b. Any conflict, inconsistency, or discrepancy shall be reported at least seven (7) days prior to submission of the Bid. In the event that such conflicts, inconsistencies or discrepancies are not reported and a difference in quantity or quality is concerned, then, Engineer will make a selection, based on its sole judgment, and no additional compensation or extension of time will be allowed for Contractor.

SC-3.03.A.3 Paragraph 3.03.A.3 shall be deleted in its entirety and insert the following in its place:

3. Contractor shall be liable to Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents or from differences between field measurements or conditions and the Contract Documents, if Contractor knowingly fails to report such error, inconsistency, omission or difference to Engineer, or where Contractor fails to carefully study and compare

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the Contract Documents relative to the portion of the Work for which Contractor is responsible, such that, had Contractor done so, Contractor would have discovered such error, inconsistency or omission and reported same to Engineer. In case of such errors or omissions, Contractor shall not proceed with the Work in uncertainty, but shall consult with Engineer regarding proper intent, and revision if it were necessary.

SC-3.03.B Paragraph 3.03.B.1 and all of its subparagraphs shall be deleted in their entirety and insert the following in their place:

1. In the event of conflicts, inconsistencies or discrepancies between and/or within the Contract Documents and/or with applicable standards or Laws and Regulations, Contractor shall: (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement or (3) both, in accordance with Engineer's interpretation.
2. Except as provided in Paragraph 3.03.B.1, the following order of precedence shall be followed. In the event of conflicts, inconsistencies, or discrepancies between and/or within the Contract Documents, interpretations will be based on the following order of priorities:
 - a. The Agreement.
 - b. These Supplementary Conditions.
 - c. The General Conditions, as revised by Owner.
 - d. The Performance bond.
 - e. The Payment bond.
 - f. The Project Manual consisting of the following:
 - i. All items defined in the Project Manual;
 - ii. All Reference Documents which are part of the Project Manual;
 - iii. All Attachments to the Project Manual; and
 - iv. All Addenda to the Project Manual (the later addenda bearing greater precedence over earlier versions).
 - g. All Technical Specifications and Drawings:
 - i. All Addenda to the Technical Specifications and Drawings (the later addenda bearing greater precedence over earlier versions);
 - ii. Large-scale Drawings shall supersede smaller-scale Drawings; and
 - iii. Dimensions shall govern over scaling of the Drawings.
3. In case of conflicts, inconsistencies, or discrepancies either in dimensions in the Drawings or in the Specifications, the latter shall be submitted to Engineer who will promptly make a determination in writing.
4. In the case of a conflict, inconsistency, or discrepancy between and/or within the Drawings and Specifications not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with Engineer's interpretation.

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SC-4.01 *Availability of Lands*

SC-4.01 Paragraph 4.01.A shall be deleted in its entirety and insert the following in its place:

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site and Contractor shall comply with the same in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities, if necessary to complete the Project.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Paragraphs 4.02.A and 4.02.B shall be deleted in their entirety and insert the following in their place:

- A. Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of, legal limitations of or utility locations for the Site. Contractor shall confirm the location of each utility as required to perform the Work and as may be included in the Specifications. To the extent required for the execution of the Work, Owner shall only provide to Contractor such test borings and information that it has as to subsurface conditions and site geology. This data shall not constitute one of the Contract Documents. Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of any geotechnical report(s), borings made, or of the logs of test borings, or of other investigations, or of the interpretations or recommendations made thereof, and there is no warranty or guaranty, express or implied, that the conditions indicated by such geotechnical report(s), investigations, borings, logs or information are representative of those existing throughout the Site, or any part thereof, or that unforeseen developments may not occur. Contractor represents that it is familiar with the Site and has received all information it needs concerning the condition of the Site. Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and reasonably ascertainable subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments, Contractor agrees and acknowledges: (1) that the Contract Price is just and reasonable compensation for all Work, including, without limitation, foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (2) that the Contract Time is adequate for the performance of the Work. Contractor shall have no claims for surface or reasonably ascertainable subsurface conditions encountered. Contractor shall exercise special care in executing subsurface Work in proximity of known subsurface utilities, improvements, and easements.
- B. Except as to any reported error, inconsistencies or omissions, and to concealed or unknown conditions, by executing the Agreement, Contractor represents the following:
1. The Contract Documents are sufficiently complete and detailed for Contractor to: (1) perform the Work required and to produce the results intended by the Contract Documents; and (2) comply with all requirements of the Contract Documents.
 2. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of product manufacturers are consistent with: (1) good and sound

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practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all applicable Laws and Regulations which bear upon the performance of the Work.

- C. Contractor shall, therefore, satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its Work with existing or other Work, Contractor shall verify at the Site, all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to verify all such locations or dimensions shall be promptly rectified by Contractor without any additional cost to Owner.
- D. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to Engineer at once.
- E. Before ordering any materials or doing any Work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge by Contractor or compensation to Contractor will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted by Contractor to Engineer in writing for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, Contractor shall submit detailed drawings of such departure for the approval by Engineer before making the change.
- F. Prior to proceeding with any Work, and in sufficient time as not to delay the Work, Contractor shall:
 - 1. Review, compare and analyze the Contract Documents and any information or surveys provided by Owner; and
 - 2. Inspect and check such portion of the Work for proper fit and matching with continuous Work and for proper coordination with other Work and the Work of Owner or of separate contractors; and
 - 3. Verify all dimensions and measurements with actual field conditions at the Project.
- G. Contractor shall immediately notify Owner and Engineer of any errors, omissions or inconsistencies noted as the result of Contractor's activities under Paragraph 4.02. If Contractor knows or reasonably should know of any such error, omission or inconsistency and proceeds with the construction in question without first giving such notice, any claim for an adjustment to the Contract Price or the Contract Time shall be deemed waived and released and Contractor and its Surety shall assume all responsibility and liability on a joint and several basis for such performance and shall indemnify Owner for all costs, expenses, losses and damages incurred by Owner, including, but not limited to, legal fees, costs, and expenses, incurred by Owner as the result thereof, including any cost to repair, correct or rework the construction in question.

SC-4.03 *Differing Subsurface or Physical Conditions*

SC-4.03 Paragraph 4.03.A.1 shall be deleted in its entirety.

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SC-4.05 *Reference Points*

SC-4.05 The two sentences of Paragraph 4.05.A shall be deleted.

SC-4.06 *Hazardous Environmental Conditions at Site*

SC-4.06.A Add the following subparagraph 4.06.A.1:

1. No reports or drawings related to Hazardous Environmental Conditions are made a part of the Supplementary Conditions.

SC-4.06.G Paragraph 4.06.G shall be deleted in its entirety and insert the following in its place:

- G. Owner shall indemnify and hold harmless Contractor and its Subcontractors and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition was specifically caused by Owner. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

SC-5.01 *Performance, Payment, and Other Bonds*

SC-5.01 The first sentence of Paragraph 5.01 shall be deleted in its entirety and insert the following in its place:

- A. Contractor shall furnish a performance bond and payment bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.

SC-5.02 *Licensed Sureties and Insurers*

SC-5.02 Add the following paragraph immediately after Paragraph 5.02.A:

- B. Surety Companies shall have an A.M. Best rating of 'A-' or better and a financial rating of Class X or higher.

SC-5.04 *Contractor's Insurance*

SC-5.04 Paragraph 5.04.B. shall be deleted in its entirety and insert the following in its place:

- B. Contractor and each of its Subcontractors shall procure such insurance coverages from companies properly authorized to do business in the Commonwealth of Pennsylvania and have an 'A-' or better, or financial rating of Class X or better with the A.M. Best's Company Key Rating, Guide Latest Edition and being satisfactory to Owner and Engineer and which are authorized to practice business in the Commonwealth of Pennsylvania. Contractor shall obtain and shall require its Subcontractors to obtain insurance for protection from claims under workers' compensation acts and other

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 employee benefits acts which are applicable, claims for damages because of bodily injury, including, without limitation, death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the operations under the Contract, whether such operations be by Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them.

C. Contractor shall maintain and require Subcontractors to maintain the insurance products and coverage for not less than the following amounts (or greater where required by Laws and Regulations) as set forth below during until thirty (30) days after Final Payment unless a longer period is specified herein:

1. Workmen's Compensation in the amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation laws and Employer's Liability with the following minimum limits:

- | | |
|---------------------------|--------------------|
| a. Per Accident | <u>\$1,000,000</u> |
| b. Disease policy limit | <u>\$1,000,000</u> |
| c. Disease each employee. | <u>\$1,000,000</u> |

2. Commercial general liability including, without limitation, coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse, and underground hazard coverage (X, C, U) contractual liability, products and completed operations with limits not less than those stated below.

- | | |
|--|--------------------|
| a. General Aggregate | <u>\$2,000,000</u> |
| b. Products – Completed Operations Aggregate | <u>\$1,000,000</u> |
| c. Personal and Advertising Injury | <u>\$1,000,000</u> |
| d. Each Occurrence | <u>\$1,000,000</u> |
| e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. | |
| f. Such Public Liability (commercial general liability) policy shall include a per project aggregate limit endorsement. The Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis from the date of this Agreement and until the completion of the aforesaid period. | |

3. Comprehensive Automobile Liability Insurance including, without limitation, coverage for owned, nonowned, and hired vehicles with limits not less than those stated below:

- | | |
|--|--------------------|
| a. Bodily Injury and Property Damage
Combined Each Occurrence | <u>\$1,000,000</u> |
|--|--------------------|

4. Umbrella Excess Liability Policies written on an excess basis with minimum coverage limits not less than \$5,000,000 for each occurrence and in the aggregate which provides excess coverage over all underlying insurance policies. The Umbrella Excess Liability Policies shall include, without limitation, a follow form aggregate provision.

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- D. The insurance required in Paragraph 5.04 of the General and Supplementary Conditions shall be written for not less than limits of liability specified in the Contract Documents 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 Contractor's completed operations coverage, shall be maintained after final payment.
- E. Owner and Contractor intend that policies provided in response to these provisions shall protect all of the parties insured and provide primary and non-contributory coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall state that in the event of payment of loss or damage, the insurer shall have no right of recovery against the parties named as insureds or additional insureds. In addition, all of Contractor's and its Subcontractor's insurance policies and the Certificates of Insurance shall state that such insurance is primary and non-contributory with respect to any other valid and collectible insurance policies.
- F. Contractor shall submit to Owner, through the Engineer, within ten (10) days of the Award of the Contract, Certificates of insurance acceptable to Owner shall be submitted to the Construction Manager for transmittal to Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance, Certificates of Insurance, for itself and its Subcontractors which certify that Contractor and its Subcontractors are covered by the insurance requirements herein. Neither Contractor nor any Subcontractors shall perform any Work until such Certificates of Insurance have been submitted to and approved by Owner. These certificates and the insurance policies required by this Paragraph 5.04 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 Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required herein. Information concerning reduction of coverage shall be furnished by Contractor with reasonable promptness. If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. All insurance certificates required to be submitted to Owner shall be issued to the Owner. If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25 will be acceptable.
- G. Contractor shall cause the commercial general liability coverage required by the Contract Documents to include (1) the Engineer and the Engineer's consultants as additional insureds for claims caused in whole or in part by Contractor's negligent acts or omissions during Contractor's operations; and (2) the Owner, its elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" under the commercial general liability coverage. Coverage shall be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Contractor's commercial general liability insurance and umbrella/excess

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policy shall be Primary to and will not require contribution from any other insurance under which an additional insured is a named insured. To the fullest extent permitted by applicable laws, all of Contractor's insurance policies shall contain a Waiver of Subrogation Clause.

SC-5.06 *Property Insurance*

SC-5.06 Paragraph 5.06 shall be deleted in its entirety and insert the following in its place

- A. Unless otherwise provided, 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 Price, 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. 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 or until no person or entity other than Owner has an insurable interest in the property required by this Paragraph 5.06.A to be covered, whichever is later. This insurance shall include interests of Owner, Contractor, Subcontractors and Sub-subcontractors in the Project. Owner shall purchase builder's risk insurance for the Project, which insurance will provide coverage for Contractor's interest in its portion of the Work completed as well as any material of Contractor physically located on the Project site which will become a permanent part of the building. Furthermore, each Contractor shall be solely liable for paying the deductible on Owner's builder's risk insurance for the Project for any claims relating to such Contractor's Work. **Owner's builder's risk insurance deductible will be \$10,000.**
- B. 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 Engineer's and Contractor's services and expenses required as a result of such insured loss.
- C. If Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, Owner shall so inform Contractor in writing prior to commencement of the Work. Contractor may then effect insurance that will protect the interests of Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to Owner. If Contractor is damaged by the failure or neglect of Owner to purchase or maintain insurance as described above, without so notifying Contractor in writing, then Owner shall bear all reasonable costs properly attributable thereto.
- D. If Contractor stores work offsite, Contractor shall provide insurance coverage for portions of the Work over and above the **\$100,000 coverage** that will be provided as part of the Builder's Risk Policy purchased by the Owner. The Builder's Risk Policy

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will also provide coverage up to \$100,000 for materials in transit. Contractor must obtain written approval of Owner for any materials stored offsite.

- E. Owner and Contractor intend that policies provided in response to these provisions shall protect all of the parties insured and provide primary and non-contributory coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall state that in the event of payment of loss or damage, the insurer shall have no right of recovery against the parties named as insureds or additional insureds. In addition, all of Contractor's insurance policies and the Certificates of Insurance shall state that such insurance is primary and non-contributory with respect to any other valid and collectible insurance policies.
- F. If Contractor requests in writing that insurance for risks other than those described in this Paragraph 5.06 or other special causes of loss be included in the property insurance policy, Owner will, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order.
- G. If during the Project construction period 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, Owner shall waive all rights in accordance with the terms of Paragraph 5.04.I for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
- H. Before an exposure to loss may occur, Owner shall file with Contractor a copy of each policy that includes insurance coverages required by this Paragraph 5.04. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to Contractor.
- I. Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, Multiple Prime 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 covered by property insurance obtained pursuant to this Paragraph 5.04 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. Owner or Contractor, as appropriate, shall require of the Multiple Prime Contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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- J. A loss insured under Owner's property insurance shall be adjusted by Owner as fiduciary and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Paragraph 5.04.L. Contractor shall pay Subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- K. If required in writing by a party in interest, Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. Owner shall deposit in a separate account proceeds so received, which Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between Owner and Contractor. If after such loss no other special agreement is made and unless Owner terminates the Contract for convenience, replacement of damaged property shall be performed by Contractor after notification of a Change in the Work.
- L. Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by Owner and Contractor as the method of binding dispute resolution in the Agreement.

SC-5.07 *Waiver of Rights*

SC-5.07 Paragraphs 5.07.B and C shall be deleted in their entirety.

SC-5.09 *Acceptance of Bonds and Insurance; Option to Replace*

SC-5.09 Paragraph 5.09.A shall be deleted in its entirety and insert the following in its place:

- A. If Contractor has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Owner in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Contractor shall so notify Owner in writing within 10 days after receipt of the certificates (or other evidence requested).
- B. Contractor shall provide to Owner such additional information with respect to bonds and insurance provided as may reasonably be requested. Failure by Contractor to give a notice of objection within the time provided above shall constitute acceptance of such insurance purchased by Owner as complying with the Contract Documents.

SC-6.01 *Supervision and Superintendence*

SC-6.01 Paragraph 6.01.B shall be deleted in its entirety and insert the following in its place:

- B. Contractor's superintendent shall be on site at all times when the Contractor's work is being performed until substantial completion of the Contractor's work and shall not be changed except with the consent of Owner, unless the superintendent ceases to be in

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 Contractor's employ. If Contractor should at any time fail to provide adequate supervision and superintendence, as may be evidenced by incomplete, delayed or non-conforming Work, Owner may provide supervision and superintendence and the cost thereof, including, but not limited to, compensation for additional professional services, legal fees, or other costs or expenses incurred, shall be charged to Contractor in the form of a Change Order incorporating an appropriate reduction in the Contract Price. If the payments due to Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner. Owner Engineer shall have the right to dismiss from the Project any superintendent whose performance is not satisfactory in the sole discretion of Owner. If during the course of the Project it is evident that the superintendent is not competent or is not managing the progress of the Project or is not coordinating the various trades, entities, and/or persons under his supervision, then Engineer will document such findings to Contractor. If within ten (10) days of receiving such notice, no substantial effort or correction of the finding is made known to Engineer, then Engineer, as requested by Owner, may require the immediate replacement of the superintendent with an acceptable one at no additional cost to Owner.

- C. Contractor shall remove from the Project such employees of Contractor or of any Subcontractor as Owner requests be removed, with or without a reason. Contractor shall require Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with Contractor to comply with the following requirements:
 - 1. Smoking and other use of tobacco and vaping is prohibited in buildings and on property owned by or under the control of Owner.
 - 2. Using the building facilities, e.g., lunchroom, toilets, etc. is prohibited.
 - 3. Making any remarks to passing individuals that violate decency or cause embarrassment to that individual or Owner is prohibited.
- D. The superintendent shall be on site full time from the time of Notice to Proceed and shall not be changed except with the consent of Owner and Engineer, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in Contractor's employ. If Contractor should at any time fail to provide adequate supervision and superintendence, as may be evidenced by incomplete, delayed or non-conforming work, Owner reserves the right to deduct \$800.00 from Contract Price for each day that a qualified superintendent is not on site for the entire day and may also provide supervision, and superintendence and the cost thereof, including compensation for additional professional services, shall be charged to Contractor in the form of a Change Order incorporating any appropriate reduction in the Contract Price. If the payments due the Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- E. At any time during the performance of the Work, Owner and Engineer shall have the right and authority but not the duty, to require replacement of any of Contractor's supervisory personnel, including but not limited to, the Project Manager, Superintendent or Foreman.
- F. Owner or Engineer shall have the right and authority but not the duty, to direct Contractor to assign additional supervisory personnel to ensure compliance with the construction schedule and quality requirements of the Contract at no additional cost to Owner.

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Contractor shall not change or replace the assigned Project Manager or Superintendent without prior written consent of Owner so long as they remain in Contractor's employ.

- G. When more than one major phase is being constructed at different locations on the project site, Contractor shall provide supervision for each phase as it is being performed. When performing construction activities to maintain progress of the Work requires extended hours, multiple shifts and/or additional work days, adequate supervision shall be provided by each Multiple Prime Contractor during these times. The competence level and ability of supervisory personnel shall be adequate to perform required construction activities.

SC-6.02 *Labor; Working Hours*

SC-6.02 Add the following new paragraph immediately after Paragraph 6.02.B:

- C. Overtime - Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed with no additional expense to Owner.
- D. Contractor, its employees or Subcontractors shall not install any product or equipment in a manner that is in direct conflict with the manufacturer's recommended requirements. If the manufacturer of the product or equipment has requirements that cannot be met by the specific application indicated, Contractor shall bring this information promptly to the attention of Engineer. Products or equipment that are installed contrary to their manufacturer's requirements shall be replaced at no additional cost to Owner.

SC-6.04 *Progress Schedule*

SC-6.04 Add the following new paragraph immediately after Paragraph 6.04.A.2:

- B. Contractor has reviewed the completion dates and project milestone dates set forth in the Contract Documents and agrees that such dates and times are reasonable and commits to achieve them. The Contract Price includes costs associated with completion by those dates and times, including, but not limited to, costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades, coordination with the schedules and work of separate contractors, allowing sufficient time, work and storage areas, and site access for separate contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the Work by those dates and times. After award of contract, no claims will be considered for any costs related to meeting the project schedule.

SC-6.05 *Substitutes and "Or-Equals"*

SC-6.05.A Paragraph 6.05.A and its subparagraphs shall be deleted in their entirety and insert the following in their place:

- A. Bidders are obligated to submit a proposal and accept Award of the Contract based on the use of the specified equipment, products and materials listed as the Contract Documents, and as listed on the list of equipment and materials contained in the appendices to the Bid Form submitted by Contractor.

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1. When two (2) or more products are identified as Optional Manufacturer(s), the Bidder has the option of which to use, provided the following criteria is met:
 - a. The product meets or exceeds the design and performance criteria of the product listed as the basis of design.
 - b. The product includes all features and options of the product listed as the basis of design.
 - c. The Bidder has investigated features of the proposed optional product and has included, in the Bid Price, costs for its proper fitting and installation.
 - d. The Bidder has included in the Bid Price any additional costs of other trades to accommodate the installation of the optional products.
2. If the Bidder wishes to substitute equipment, products or materials, other than those listed in the Specifications, the Bidder must make a request in writing. Such request for substitutions shall include the following items:
 - a. Manufacturer's literature
 - b. Specifications
 - c. Certified Performance Data
 - d. Deviations from the specified item, identified and marked in red
 - e. The amount of the cost difference between the item specified and the proposed substitution.
 - f. A detailed breakdown of items and costs added to and deleted from other contracts as a result of your proposed substitution
3. When providing a substitution, the Bidder agrees to accept responsibility for the following:
 - a. Additional costs to accommodate the installation of the proposed substitution
 - b. Performance of the proposed substitution
 - c. The proper fitting and installation of the proposed substitution
 - d. The effects on the structure and systems resulting from the installation of the proposed substitution

SC-6.08 ***Permits***

SC-6.08 The first sentence of Paragraph 6.08.A shall be deleted in its entirety and the following inserted in its place:

Owner shall pay for building permits required for the project as precedent to construction. The Contractor shall submit, with no markup, the cost of any permits or municipal inspection fees required for the Project. The Owner will reimburse the Contractor, by Change Order with no markup, for fees paid to the municipal authorities having jurisdiction. The Contractor shall secure and arrange for all necessary utility connections and municipal or agency approvals or permits required for the Project.

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SC-6.09 *Laws and Regulations*

SC-6.09 The last sentence in Paragraph 6.09.B shall be deleted.

Paragraph 6.09.C shall be deleted in its entirety and replaced with the following:

- C. The Work shall, at all times, be performed in strict accordance with and subject to the requirements set forth in any regulatory or governmental permits or approvals applicable to the Project (collectively, "Permits"). Contractor shall coordinate Work with the Engineer such that all notices and conditions set forth in all Permits can be reasonably provided or performed by Owner or Owner's representative. Any delays or costs incurred by Contractor for compliance with the Permit requirements shall not entitle Contractor to an increase to the Contract Price or Contract Time.

SC-6.10 *Taxes*

SC-6.10 Paragraph 6.10.A shall be deleted in its entirety and the following inserted in its place:

- A. Contractor hereby accepts and assumes full and exclusively liability for and shall pay all applicable sales, use, excise or other taxes required by law (collectively, the "Taxes") on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the work under the Contract or portions thereof, including, without limitation, all sales taxes, state and municipal taxes, business privilege taxes, use taxes and all contributions and payroll taxes under the provisions of federal law or the laws of the Commonwealth of Pennsylvania. Bids shall be made in accordance with such laws and shall include Taxes in the Bid amount. Notwithstanding the foregoing, however, certain items acquired as part of the Work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be Contractor's responsibility to determine those items for which an exemption will apply, and Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in the Commonwealth of Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, Owner agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that Contractor pays Taxes not properly due, Owner shall be entitled to any refund relating thereto and Contractor agrees to assign any and all rights to said refund to Owner. It is further agreed that Owner shall have the right to deduct the amount of any and all such Taxes from the compensation owed to Contractor under the terms of the Contract at any time, in Owner's sole discretion, as Owner deems advisable, it being agreed that Owner shall have the right to deduct any and all such Taxes from the next payments due under the Contract and from the retained percentages. Owner or its representatives shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the Contract, and 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 final payment. Further, Owner or its representative shall have the authority, but not the obligation, to require Contractor to provide Owner with certified payroll records for the labor furnished by Contractor in connection with the Work.

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SC-6.11 *Use of Site and Other Areas*

SC-6.11 Add the following new paragraphs immediately after Paragraph 6.11.D:

- E. Contractor shall keep the premises clean at all times of dirt, rubbish and debris resulting from the work and shall remove all rubbish and debris in metal containers at the end of each working day. Contractor shall remove all rubbish cartons resulting from the installation of fixtures and equipment. If the premises are not kept clean at all times and if within 24 hours after verbal notice from Owner the dirt, rubbish, and debris is not cleaned up by Contractor then Owner will arrange for such cleanup at Contractor's expense. Prior to substantial completion of the Work, Contractor shall do the cleaning of the surfaces of all his installations as may be required by the various Specifications to the satisfaction of the Engineer.
- F. Contractor shall make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the construction site onto municipal streets adjoining the project site and shall remove any mud, debris and litter which may fall upon municipal streets or adjacent properties. If the same is not removed and properly washed down within 24 hours after verbal notice from the municipality or Owner then in that event, said mud, debris and litter shall be removed from the street by Owner at Contractor's expense.
- G. It is the responsibility of Contractor and all Subcontractors or sub-subcontractors to maintain total control of safety to ensure that employees and the general public will be provided with a hazard free environment during Work. Owner and the Engineer shall not be responsible for any Safety precautions and programs in connection with the work.
- H. Contractor, Subcontractors of all tiers and all workmen are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against Owner and the Engineer based on, arising out of or in any way involving any actual or alleged non-compliance with Safety and work activities on site.

SC-6.13 *Safety and Protection*

SC-6.13 The following paragraphs shall be added immediately following Paragraph 6.13.F:

- G. Prior to performing any Work at the Site, Contractor shall submit to Engineer Contractor's Project Safety and Health Program fully describing Contractor's commitments for meeting its obligations to provide safe and healthy working conditions for its employees, and generally contribute and enhance safety at the Site. Contractor's program shall reference federal and state OSHA standards and other rules and regulations applicable to construction activities on the Project. Contractor's Project Safety and Health Program shall include, without limitation, as a minimum, the following:
 - 1. New Hire Safety and Orientation Program: Each new or reassigned employee of Contractor shall receive a thorough safety orientation including, without limitation, employer/employee responsibilities under federal/state OSHA regulations, ear protection in high noise level areas, respiratory protection, Material Safety Data Sheets (MSDS), fire protection, first aid facilities, and look

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out procedures on electrical equipment. Attendance at the New Hire Safety and Orientation Program meeting is required and records must be kept on file in Contractor's office for review.

2. Weekly Tool Box Safety Meetings: Contractor shall conduct Weekly Tool Box Safety Meetings to provide employees with current safety information. Attendance is required and records must be kept on file in Contractor's office for review.

SC-6.17 *Shop Drawings and Samples*

SC-6.17 The words "and approval" shall be deleted from Paragraphs 6.17.A.; 6.17.B; 6.17.D.1; 6.17.D.2; and 6.17.D.3.

SC-6.19 *Contractor's General Warranty and Guarantee*

SC-6.19 The words "and approved" shall be deleted from Paragraph 6.19.C.5.

SC-6.19 The following shall be added to Paragraph 6.19.C

8. Failure to identify any latent defects in labor, materials, or workmanship.

SC-6.20 *Indemnification*

SC-6.20 Paragraph 6.20.A shall be deleted in its entirety and insert the following in its place:

- A. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner and Engineer and their consultants, agents, employees, officers, elected officials, affiliates and attorneys (collectively, the "Indemnified Parties") from and against claims, damages, losses and expenses, including, but not limited to, injuries to Contractor's employees, legal fees and defense costs, penalties, fines or losses arising out of or resulting from performance of the Work, but only to the extent caused, in whole or in part, by the acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omissions 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 which would otherwise exist as to a party or person described in this Paragraph 6.20.A. Contractor agrees to and does hereby assume on behalf of Owner and Engineer the defense of any action, at law or in equity, which may be brought against such Indemnified Parties, upon their demand, the amount of any judgment that may be entered against such Indemnified Parties in any such action. In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted or threatened against Owner for which Contractor or its insurer does not admit coverage, or if Owner reasonably determines such coverage to be inadequate, Owner shall have the right to withhold from Contractor any payments due or to become due to Contractor in an amount sufficient to protect Owner from such claim, loss, cost, expense, liability, damage or injury, including, but not limited to, legal fees and expenses reasonably necessary for the defense thereof.

SC-6.22 *Contractor's Representations and Warranties*

SC-6.22 Add the following new subsection immediately after Paragraph 6.21.E:

6.22 Contractor's Representations and Warranties

A. Contractor represents and warrants the following to Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to Owner to execute Owner Contractor Agreement, which representations and warranties shall survive the execution and delivery of Owner Contractor Agreement and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature and possess sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the personnel, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the Commonwealth of Pennsylvania and is properly licensed by all necessary governmental and public and quasi public authorities having jurisdiction over it and over the Work and the site of the Project;
4. that its execution of the Agreement and its performance thereof is within its duly authorized powers;
5. that it is familiar with all Federal, State and Municipal Laws and Regulations, which may in any way affect the Work of those employed herein, including, but not limited to, any special acts relating to the Work or to the Project of which it is a part;
6. that such temporary and permanent Work required by the Contract Documents as is to be done by it, can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property;
7. that it is familiar with local trade jurisdictional practices at the site of the Project;
8. that it has carefully examined the Plans, the Specifications and the Site of the Work, and that, from its own investigation, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and the general local conditions, and all other materials which may in any way affect the Work or its performance; and
9. that it has determined what local ordinances, if any, will affect its Work. Contractor has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, Contractor has checked for any rules or regulations of other organizations having jurisdiction, including, but not limited to, chambers of commerce, planning commission, industries, or utility companies who have jurisdiction over lands which Contractor occupies. Any costs of compliance with local controls is included in the prices bid, even though documents of such local controlling agencies are not listed herein.

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SC-6.23 *Responsible Contractor Policy and Requirements*

SC-6.23 Add the following new subsection immediately after new subsection 6.22:

- A. The Hatboro-Horsham School District has passed a resolution setting forth certain provisions to ensure that the four (4) prime contractors and their subcontractors performing work valued at over Five Hundred Thousand Dollars (\$500,000.00) on the Simmons Elementary School Pool Decommissioning project meet certain minimum requirements to ensure that they have the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform contract requirements in a timely, reliable and cost-effective manner. Bidders' attention is directed to the complete copy of this resolution, which can be found as Section 00 2113-I, and which contains numerous qualification requirements, including an apprenticeship program for the General, Asbestos Abatement, Mechanical, Electrical and Plumbing Prime Contractors and their subcontractors with contract values exceeding \$500,000.00. Refer to Section 00 2113-I for complete information. Accordingly, a "Contractor Responsibility Certification Form," as Section 00 1153A) shall be completed by each Bidder and submitted with its bid. Following receipt of a Notice of Intent to Award Contract, the successful Bidder's proposed subcontractors shall similarly complete and submit for Owner's review designated portions of the "Contractor Responsibility Certification Form" (Section 00 1153A), as set forth in the resolution (Section 00 2113-I).
- B. The Construction Manager, General Contractor or other lead or Prime Contractor responsible for the project shall ensure that at least seventy percent (70%) of the craft labor workforce employed on the project workforce shall be comprised of either journeypersons, workers who have successfully completed an apprenticeship training program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency, or registered apprentices currently enrolled in such programs.
- C. Section 00 1153A, Contractor Responsibility Certification Form, shall be submitted with all Bids.

SC-7.01 *Related Work at Site*

SC-7.01 Add the following new paragraph immediately after Paragraph 7.01.C:

- D. Contractor shall not be relieved of its responsibility for performing any Work by showing that a separate Multiple Prime Contractor has, or should have, responsibility to perform the same portion of the Work. Disputes concerning who, as between Contractor and a separate Multiple Prime Contractor, must perform a particular aspect of the Work or comply with a particular requirement shall be determined by Engineer, whose decision shall be final and binding upon Contractor and, if so provided in the separate Multiple Prime Contractor's contract for construction, upon the separate Multiple Prime Contractor. If Engineer decides that the particular aspect or requirement is within the scope of Work of both Contractor and a separate Multiple Prime Contractor, Engineer shall decide which shall perform the Work and the non-performing contractor shall give Owner a credit to the Contract Price for the cost of such omitted Work.

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SC-7.02 *Coordination*

SC-7.02 Paragraphs 7.02.A and 7.02.B shall be deleted in their entirety and insert the following in their place:

- A. The General Contractor is designated as the Project Coordinator for this Project. The Project Coordinator and the other Prime Contractor(s) are responsible for coordination of all portions of the Work for the expeditious completion of the Project in accordance with the latest approved Project Schedule. The Project Coordinator is responsible for making all coordination decisions not mutually agreed to by affected Prime Contractor(s). Disputes between or among the Project Coordinator and one or more other Prime Contractor(s) and dispute in connection with the construction schedule, the furnishing of additional resources to meet the Project schedule, job coordination and all aspects of the means and method of construction shall be submitted promptly to the Project Coordinator for a final construction decision. The Project Coordinator and the affected Prime Contractor(s) shall in connection with all submissions for final construction decision provide actual written notice contemporaneously to Engineer and Owner. The final construction decision of the Project Coordinator must, at all times, be consistent with the content and intent of the contract documents and the latest accepted schedule. The final construction decision of the Project Coordinator will be observed, accepted and fully followed by all Prime Contractor(s) and their Subcontractors on the Project, subject only to the dispute resolution procedures set forth in Paragraph 7.04 and its subparagraph of the General Condition, as modified by these Supplementary Conditions. The progress of the Work in accordance with the final construction decision of the Project Coordinator shall not be delayed pending any such dispute resolution proceedings.
- B. Contractor shall afford the other Multiple Prime Contractors a reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate its construction and operations with the Multiple Prime Contractors as necessary for the expeditious and efficient completion of the Work and as otherwise required by the Contract Documents. Contractor shall cooperate and consult with other Multiple Prime Contractors during the construction of this Project and shall schedule and execute its Work so as to avoid delay caused by it to other Multiple Prime Contractors on the Project. Each Multiple Prime Contractor shall defend and hold harmless Owner and Engineer from any claims, losses or delays of any kind whatsoever made by Multiple Prime Contractors arising from delays or lack of coordination caused by Contractor.
- C. Any delay attributable to lack of coordination or cooperation by and/or between Contractor and any Multiple Prime Contractor or Subcontractors shall not be a basis for increasing the Contract Price or Contract Time but shall be settled as provided in Paragraph 7.04.
- D. Each Multiple Prime Contractor shall coordinate its Work with the Work of others so that interference between trades does not occur. Each Multiple Prime Contractor shall furnish and install offsets, bends, turns, and the like in connection with its Work to avoid interference with Work of other Multiple Prime Contractors, to conceal Work,

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where required, and to secure necessary clearances and access for operation and maintenance.

SC-7.03 *Legal Relationships*

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall promptly remedy damage Contractor, either itself or by its Subcontractor or Sub-Subcontractors or their respective agents, servants, or employees, causes to completed or partially completed construction or to property of Owner or the Multiple Prime Contractors. Contractor agrees to defend, indemnify and hold harmless Owner and Engineer and the consultants, agents and employees of any of them from and against any claims or damages brought by a separate Multiple Prime Contractor arising out of actions or omissions of Contractor, Subcontractors, sub-subcontractors or suppliers in performing its Work under the Contract Documents.

SC-7.04 *Claims Between Contractors*

SC-7.04 Add the following new sub-section paragraph immediately after Paragraph 7.03:

7.04 *Claims Between Contractors*

- A. Should Contractor, either itself or by its Subcontractor or Sub-Subcontractors or their respective agents, servants, or employees, cause damage or injury to the Site or Work of other subcontractors or Multiple Prime Contractors or the subcontractors of the other Multiple Prime Contractors, or by failing to perform Work (including, without limitation, the Work of its Subcontractor or Sub-Subcontractors) with due diligence, delay any other subcontractors or Multiple Prime Contractor, which causes a dispute related to the additional expense or damage resulting therefrom, the parties involved in such dispute and their respective Sureties shall resolve said dispute as set forth below. It is agreed by all parties that claims, disputes or actions between or among Contractor, Sureties, subcontractors and/or other Multiple Prime Contractors concerning the additional expense or damage shall not delay completion of the Work, which shall be continued by the parties, subject to the rights herein. It is agreed by the parties to this Agreement (Owner as promisee and Contractor as promisor) that the intent of Paragraph 7.04 is to benefit Contractor and its Sureties on the Project and to serve as an indication of the mutual intent of Owner and Contractor that this clause raise such other subcontractors or Multiple Prime Contractors to the status of third party beneficiaries only as to the terms and conditions of Paragraph 7.04. Contractor agrees that the provisions in this Paragraph 7.04 are provided as a benefit to Contractor and, that they specifically exclude claims, disputes or actions against Owner for delay or other damages.
- B. Contractor agrees that all claims, disputes and other matters in question between it and subcontractors or other Multiple Prime Contractors or Sureties which arise out of, or are related to Work or this Agreement, or the breach thereof, shall be settled by agreement or resolved by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate is in consideration of the fact that the other Multiple Prime Contractors agree to this same arbitration provision, and is specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final,

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and judgment may be entered upon it in accordance with applicable Laws and Regulations in any court having jurisdiction thereof. Owner shall not be a party to this arbitration.

- C. Notice of the demand for arbitration shall be filed in writing with the other Multiple Prime Contractor(s) and with the Regional Office of the American Arbitration Association. A copy of the demand shall be filed with Engineer and Owner. The demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen. Owner shall not be a party to the claim, dispute or other matter in question, but will be a witness in any arbitration at the request of any party to the arbitration. Contractor shall contemporaneously provide Owner with copies of all documents submitted to the arbitrator at no cost to Owner.
- D. Contractor hereby agrees that Contractor's sole remedy for including, without limitation, injuries, damages or expenses resulting from disputes between other Multiple Prime Contractor(s), Sureties or subcontractors will be to seek recovery from the other Multiple Prime Contractor(s), Sureties or subcontractors for the transgressions of such other Multiple Prime Contractor(s), Sureties or subcontractors. Contractor hereby further agrees that it shall have no recourse against Owner for the transgressions of other Multiple Prime Contractor(s), Sureties or subcontractors that result in including, without limitation, delay, acceleration, out-of-sequence Work, overtime, stacking of trades, failure to adequately clean the work areas, disputes over the scope of Contractor's Work, or disputes between Multiple Prime Contractors, Sureties or subcontractors regarding any other matter concerning the Project.
- E. Contractor acknowledges that the restrictions contained in the General and Supplementary Conditions are reasonable and necessary in order to protect the legitimate interests of Owner and that any violation of these General and Supplementary Conditions would result in irreparable injuries to Owner and monetary damages would be inadequate to compensate Owner for a violation of the General Conditions or Supplementary Conditions. Therefore, Contractor hereby agrees that if Contractor disregards any paragraph of the General Conditions or Supplementary Conditions, including, without limitation, any portion of this Paragraph 7.04, and institutes or attempts to institute any proceeding (e.g., arbitration, litigation, mediation, etc.) against Owner for including, without limitation, injuries, damages or expenses resulting from disputes between Multiple Prime Contractors, Sureties or subcontractors, Owner is entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief to prevent Contractor from pursuing any proceeding against Owner and Owner is entitled to stay any such proceeding. In the event that Owner pursues preliminary or permanent injunctive relief to prevent Contractor from pursuing any proceeding against Owner or that Owner attempts to stay any such proceeding, Contractor and Contractor's Surety shall be jointly and severally liable for and shall reimburse Owner immediately upon demand for including, without limitation, all legal fees, professional fees and all other costs associated therewith incurred by Owner. Owner's rights set forth in Paragraph 7.04 shall be in addition to all other rights of Owner granted in the Contract Documents, at law, or in equity.
- F. Engineer shall not be a party to claims, disputes or actions which are solely between Contractor, its Sureties or Subcontractors and/or which arise out of, or are related to this Agreement or Contractor, its Sureties or Subcontractors breach thereof.

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- G. In case any direct or indirect injury is done to existing street or underground structures sewers, mains, or to public or private property of any kind, or to any materials or fixtures, by or because of the Work, in consequence of any act or omission on the part of Contractor, its employees or agents, Contractor, at its own cost and expense, except where hereinafter specified otherwise, shall restore such structures, property, or materials to a condition equal to or similar to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise as may be required by Engineer. To the extent that Contractor fails or refuses to meet the requirements of this Paragraph 7.04 and such failure and/or refusal results in Owner incurring additional legal fees, professional fees, other cost or expenses, Contractor shall be liable for the same.
- H. If Contractor fails to restore such property or make good such damage, Owner may, by contract or otherwise, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any money due, or to become due, Contractor under this Contract; or Owner may deduct from any money due Contractor a sum sufficient to reimburse Owner of property so damaged. If the amount owed is not sufficient to reimburse Owner, Contractor will pay Owner said amount immediately upon demand.

SC-8.11 ***Evidence of Financial Arrangements***

SC-8.11 Paragraph 8.11 shall be deleted in its entirety.

SC-9.01 ***Owner's Representative***

SC-9.01 Add the following new paragraphs immediately after Paragraph 9.01.A:

- B. Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of Owner, Engineer and Contractor. Consent shall not be unreasonably withheld.
- C. The Engineer will provide administration of the Contract as described in the Contract Documents and will be Owner's representatives during construction until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of Owner only to the extent provided in the Contract Documents.
- D. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, Owner and Contractor shall endeavor to communicate with each other through the Engineer. Communications by and with Subcontractors and material suppliers shall be through Contractor. Communications by and with other Multiple Prime Contractors shall be through the Engineer. Communications by and with Owner's own forces shall be through Owner.

SC-9.02 ***Visits to Site***

SC-9.02 Add the following new paragraph immediately after Paragraph 9.02.B:

- C. The Engineer will conduct inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion and receive

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and forward to Owner written warranties and related documents required by the Contract and assembled by Contractor.

SC-9.06 *Shop Drawings, Change Orders and Payments*

SC-9.06 Paragraph 9.06.A shall be deleted in its entirety and replaced with the following:

- A. The Engineer will review and take other appropriate action upon 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 Engineer's action will be taken in accordance with the Schedule of Submittals approved by the Engineer or, in the absence of an approved Schedule of Submittals, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of Contractor's submittals by the Engineer 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 Contractor. The Engineer's review of Contractor's submittals shall not relieve Contractor of its obligations under the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

SC-9.09 *Limitations on Engineer's Authority and Responsibilities*

SC-9.09 Add the following paragraphs immediately after Paragraph 9.09.E:

- F. The Engineer shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) without Owner's prior written approval.
- G. The Engineer shall not be authorized to undertake any of the responsibilities of Contractor, Subcontractors, suppliers, or Contractor's superintendent.
- H. The Engineer's is not authorized to participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- I. The Engineer is not authorized to accept Shop Drawing or Sample submittals from anyone other than Contractor.

SC-10.03 *Execution of Change Orders*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A.3:

- B. Notwithstanding anything contained in the Contract Documents to the contrary, a change in the Contract Price, the Contract Time and/or any Milestone Date shall be accomplished only by Change Order or by a Work Change Directive. No course of conduct or dealing between the parties, no express or implied acceptance of alterations

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or additions of the Work and no claim that Owner has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim or adjustment in compensation due under the Contract and/or time period provided for under the Contract.

- C. Agreement on any Change Order shall constitute a final settlement of all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Progress Schedule. In the event a Change Order increases the Contract Price, Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents. Present or future claims by Owner relating to defective performance of the Work shall not be deemed settled through agreement on a Change Order unless so expressly agreed in writing.
- D. To the extent that any Contractor makes an excessive number of Change Order requests, which excessiveness, shall be determined solely in the discretion of Owner, Owner shall have the authority in its sole discretion, to disregard any subsequent Change Order requests made by such Contractor on the same or similar scope of services and Contractor's sole remedy against Owner under this Agreement shall be pursuant to Paragraph 10.05. Furthermore, to the extent Owner incurs any legal fees, professional fees, expenses or costs (including, but not limited to, employee costs), arising out of or resulting from Contractor making an excessive number of Change Order requests, Contractor shall be liable for such legal fees, professional fees, expenses and costs.
- E. Any action(s) by Owner, Engineer and/or Contractor other than actions taken pursuant to the procedures set forth herein shall not constitute the approval of a Change Order, including, without limitation, Owner's and/or Engineer's execution of Contractor's time sheets upon which Contractor submits a Change Order request. Furthermore, to the extent Owner incurs any legal fees, professional fees, expenses or costs (including, but not limited to, employee costs), arising out of or resulting from Contractor's failure to follow the proper procedures for approval of a Change Order, Contractor shall be liable for such legal fees, professional fees, expenses and costs.
- F. So as not to unduly delay the Project when a Contractor's Change Order request has not been approved pursuant to the procedures set forth herein within thirty (30) days of Contractor's submittal of such Change Order, or where the parties cannot agree as to the amount of compensation for a Change Order, Contractor shall continue to perform its services and Contractor's sole remedy against Owner under this Agreement shall be pursuant to Paragraph 10.05.

SC-10.05 ***Claims***

SC-10.05 Paragraph 10.05.B shall be deleted in its entirety and the following paragraph inserted in its place:

- B. Notice: Except as provided herein, Claims by the 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 007216, Article 13.07, shall be initiated by written notice to the Owner and to the Engineer. Claims by the Contractor under this

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Section shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Contractor shall provide written notice of the claim to the Owner in accordance with the requirements set forth herein. The words "written notice" shall be defined as a letter of claim with a title or a caption stating, "Notice of Claim" and shall provide a description of the claim, shall reference related correspondence and/or directives and/or other relevant documents, and the cost and/or time impact of the claim to the Contractor. If claims cannot be resolved by the parties, such Claims be subject to dispute resolution under the further provisions of Section 007216, Article 16.

Add the following new paragraphs immediately after Paragraph 10.05.F:

- G. Contractor waives Claims against Owner for consequential damages and/or incidental damages arising out of or relating to this Contract. This waiver includes: (1) damages incurred 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 for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages due to either party's termination in accordance with Article 15. Notwithstanding anything else to the contrary in the Contract Documents, Owner shall have the right to recover liquidated damages, consequential damages and/or incidental damages from Contractor to the extent permitted by law and the Contract Documents.
- H. No claim for an increase in the Contract Price or change in the Contract Time shall be based on constructive acceleration. Accordingly, no course of conduct or dealings between the parties, or any express or implied statements made by the parties, nor any express or implied acceptance of alterations to the Work, and no claim that Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Price or change in the Contract Time.
- I. Contractor shall have no claim or right of recovery of damages against Owner or Engineer for economic loss sustained, in whole or in part, by any act or omission of Owner or Engineer to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, Contractor shall have no claim against Owner or Engineer for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

SC-11.01 *Cost of the Work; Allowances; Unit Price Work*

SC-11.01 Add the following new Paragraph 11.01.C:

- C. *Contract Sum Not Adjusted for Rising Costs:* The Bid (and hence the Contract Sum) for the Contract must be guaranteed for the duration of this Project and shall thereby have incorporated within it any or all escalation factors related to market conditions.

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Notwithstanding any other provision in the Contract Documents to the contrary, Contractor's Contract Sum is intended to include all increases in cost, foreseen or unforeseen, including, without limitation, increases in costs arising from supply shortages, unusual delay in deliveries, increases in market prices for materials, labor, taxes and/or other causes beyond the Owner's control, all of which are to be borne solely by the applicable Contractor supplying the materials and/or labor to the Project. All loss and/or damage arising from any of the Work performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same shall be borne solely by the applicable Contractor prosecuting the Work.

SC-11.02 *Allowances*

SC-11.02 Paragraphs 11.02.B and 11.02.C and all of their subparagraphs shall be deleted in their entirety and insert the following in their place:

1. No cash allowances for any purpose are included in the Project Manual and Contract Documents of this Project.

SC-12.01 *Change of Contract Price*

SC-12.01 Paragraph 12.01.C and all of its subparagraphs shall be deleted in their entirety and insert the following in their place:

- C. Contractor's fee for the combined overhead and profit that may be included (but shall not be exceeded) in the total cost to Owner shall be a mutually acceptable fixed fee or otherwise based on the following schedule:
 1. For Contractor, for Work performed by Contractor's own forces, ten percent (10%) of the cost.
 2. For Contractor, for Work performed by Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
 3. For each Subcontractor or sub-Subcontractor involved, for Work performed by the Subcontractor's or sub-Subcontractor's own forces, five percent (5%) of the cost.
 4. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, or 11.01.B.
 5. In order to facilitate checking of quotation for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including, without limitation, labor, materials, equipment and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving an amount greater than or equal to Two Hundred Dollars (\$200) be approved without such itemization.
 6. When both additions and deductions are involved in any one Change Order or Work Change Directive, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.

SC-12.03 *Delays*

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SC-12.03.A Add the following paragraphs immediately after Paragraph 12.03.A

1. Unless such delay or hindrance was caused by the active interference of the Owner, no extension of Contract Time will be considered or approved if the act or occurrence constituting the basis of the request or claim is for non-delivery of materials due to any act or neglect of Contractor, or the failure of Contractor to employ, furnish or obtain, as necessary for the timely prosecution of the Work, Shop Drawings, sufficient labor, materials or equipment, or other matters which shall be within the control of Contractor. Any delay which results due to any of the foregoing causes shall be the sole responsibility of Contractor.
2. No payment or compensation will be made to Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. Contractor's sole remedy for delays shall be an extension of Contract Time, pursuant to and only in accordance with Paragraph 12.02. Such extension shall be a period equivalent to the time lost, day for day, by reason of any and all of the aforesaid causes. Nor will Contractor be permitted to make any claim for acceleration or for costs or expenses associated with acceleration nor will Contractor be permitted to make a claim for out-of-sequence work (e.g., winter protection costs). In the event that Contractor chooses to assert such a claim for delay, acceleration or out-of-sequence work, or litigate this provision, and Contractor fails to prevail as to its entire claim in its litigation, Contractor shall be liable to Owner and shall reimburse Owner and Engineer for any legal fees, professional fees, costs or expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.
3. Owner shall not be liable to Contractor for any expenses, damages, loss of profits (anticipated or otherwise) or charges of any nature whatsoever (including, but not limited to, legal fees and professional fees) which shall result because of any extension of the time of completion which is granted by Owner to Contractor or to any other Multiple Prime Contractor, or which shall result because of any delay or hindrance of any nature whatsoever in the progress of the Work (e.g., winter protection costs), whether such delay or hindrance shall be avoidable or unavoidable. In the event Contractor chooses to litigate and fails to prevail as to its entire claim in its litigation, Contractor shall reimburse Owner and Engineer for any legal fees, professional fees and all other costs and expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.
4. No extension of Contract Time granted by Owner shall be or shall be deemed to be a waiver by Owner of any rights accruing to it under the Contract Documents and no extension of Contract Time granted by Owner shall relieve or shall be deemed to relieve Contractor from full responsibility for performance of the Work.
5. Should Owner be prevented or enjoined from proceeding with the Project either before or after the start of construction by reason of any litigation or any other reason beyond the control of Owner, Contractor shall not be entitled to make or assert claims for damage by reason of said delay, or for acceleration or out-of-sequence work; but time for completion of the Work will be extended to such reasonable time as Owner and Engineer may determine will compensate for time lost for such delay with such determination to be set forth in writing.

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6. Any delay attributable to lack of coordination or cooperation by and/or between Contractor and any other Multiple Prime Contractor among themselves or their Subcontractors, will not be recognized by Owner as a basis for any claim for increasing any Contract Price, but shall be resolved as provided in Paragraph 7.04.

SC-12.03.B Paragraph 12.03.B shall be deleted in its entirety.

SC-13.03 *Tests and Inspections*

SC-13.03 Add the following paragraph immediately after Paragraph 13.03.F:

- G. If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, then Contractor shall be responsible for any legal fees, professional fees, or other costs or expenses incurred by Owner as a result thereof, including, without limitation, costs of repeated procedures and compensation for Engineer's services and expenses. Such amounts may be deducted, to the extent available, from any amount due to Contractor. If the amount due to Contractor is not sufficient to cover such amounts, Contractor shall pay the difference to Owner within seven (7) days of receipt of Owner's invoice for such legal fees, professional fees or other cost or expenses.

SC-13.07 *Correction Period*

SC-13.07 Add the following paragraph immediately after Paragraph 13.07.E:

- F. The above notwithstanding, nothing contained herein shall constitute or be interpreted to constitute a waiver of any of the Owner's rights, privileges, immunities and limitations of damages available to the Owner as a governmental entity or as an entity performing a governmental function.

SC-13.08 *Acceptance of Defective Work Prior to Final Payment*

SC-13.08 The heading for this section shall be revised to "Acceptance of Defective Work Prior to Final Payment"

SC-13.09 *Owner May Correct Defective Work Prior to Final Payment*

SC-13.09 The heading for this section shall be revised to "Owner May Correct Defective Work Prior to Final Payment"

SC-14.01 *Schedule of Values*

SC-14.01 Add the following paragraphs immediately after Paragraph 14.01.A:

- B. The Schedule of Values shall be transmitted to the Engineer in .xlsx (Excel) or similar format.
- C. The sum or sums withheld by Owner from Contractor shall be ten percent (10%) of the amount due Contractor until fifty percent (50%) of the Project is completed. Except as otherwise provided herein, when the Project is fifty percent (50%) complete, the

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amount retained by Owner shall be reduced to five percent (5%) provided that Engineer approves the Application for Payment, Contractor is making satisfactory progress and there is no specific cause for greater withholding. Notwithstanding the foregoing, Owner may continue to withhold ten percent (10%) of the amount due Contractor after the Project is fifty percent (50%) completed if Engineer provides written notification to Owner of a specific cause for greater withholding or if Owner determines in its sole discretion that there is a specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:

1. Contractor's inability to produce evidence satisfactory to Owner evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers;
 2. The existence of a dispute between Owner and Contractor regarding increased costs claimed by such Contractor; or
 3. A Contractor's failure to complete the Work in accordance with the Contract Documents, including, without limitation, the Drawings and Specifications, etc.
- D. In addition to Owner's right to determine if a specific cause for greater withholding exists, Engineer shall also be entitled to determine if a specific cause for greater withholding exists. Engineer shall reject the reduction in retainage if Contractor is not making satisfactory progress in its Work or if Engineer determines that there is a specific cause for greater withholding. Engineer's decision to reject a reduction of retainage shall be final and binding on Contractor. Engineer will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by Engineer as sufficient grounds for rejecting a reduction of retainage:
1. Satisfactory performance of the Work.
 2. Satisfactory maintenance of the Progress 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 subcontractors.
 7. Proper coordination with Multiple Prime 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, certified payrolls, Change Order proposals.
- E. If a specific cause for greater withholding does not exist, sum or sums withheld by Owner from Contractor after the Project is fifty percent (50%) completed shall not exceed five percent (5%) of the value of completed Work based on monthly progress payment requests.
- F. In the event a dispute arises between Owner and a Contractor, Owner shall have the option as it deems necessary in its sole discretion to either continue to withhold ten percent (10%) of the amount due Contractor or to withhold additional retainage over and above the amount already retained by Owner in the sum of one and one half (1.5) times the amount of any possible liability until such time as a final resolution is agreed

to by all parties directly or indirectly involved, unless Contractor causing the additional claim furnishes a bond satisfactory to Owner to indemnify Owner against the claim.

SC-14.02 *Progress Payments*

SC-14.02.A The last sentence of Paragraph 14.02.A.1 shall be deleted and the following inserted in its place:

Subject to the conditions listed in Paragraph 14.02.A.4, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall be accompanied by such supporting documentation as is required by the Contract Documents.

The following new Paragraph 14.02.A.4 and related subparagraphs shall be inserted immediately following Paragraph 14.02.A.3.

4. Payment Procedures for Materials Stored Off-Site

- a. 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.
- b. Materials stored off the construction site shall not be included for payment in the Contractor's application for payment unless prior written approval of the Owner has been obtained. Payment for materials stored off the construction site shall be subject to the conditions in this Article and the following additional conditions:
 - 1) Contractor shall provide property insurance per Paragraph 5.06.D. Should the cost of the materials stored off the construction site exceed the limit stated in Paragraph 5.06.D, 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 to the materials to the Owner.
 - 3) Contractor shall provide waivers of liens, encumbrances or claims relating to the bailment of the materials stored off site or as otherwise required by 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.

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- 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 cost 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.
 - 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 or liability under any performance bond provided for the Project; and
 - 9) Contractor agrees to make the materials available for inspection by the Owner or Owner's representative at any time upon Owner's request.
- c. Materials stored on or off site shall be covered at all times from the weather. Any material or equipment, including outdoor exposed equipment, shall be suitably covered and protected at all times until final installation.
 - d. The Contractor, in making or ordering material shipments, shall not consign or have consigned materials, equipment or any other items in the name of the Owner. The Owner shall not be under any obligation to make payment for charges on shipments made by or to the Contractor but may, at its option, pay such charges in which case the Contractor shall reimburse the Owner for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.
 - e. Materials delivered and stored are the responsibility of the Contractor. The Contractor shall be solely responsible for their safekeeping and usability at the time they are to be incorporated in the Work, and shall, at their own expense, care for and protect the same, employ security as needed, and take out insurance against theft, loss from other cause, damage, destruction and/or such other risks as may be involved which would render the aforesaid materials unfit or unsuitable for use in the Project. Any lost, stolen, or damaged materials shall be replaced at Contractor's expense. Materials shall not be delivered earlier than reasonably necessary for proper progress of the Work unless prior approval is granted by the Owner.
 - f. All material and work incorporated in the Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
 - g. 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. Contractor shall indemnify, defend, and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered or partially covered by payments made by the Owner to Contractor.

SC-14.02.B Paragraph 14.02.B.2 shall be deleted in its entirety and insert the following in its place:

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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that, except as to latent defects in the Work, to the best of Engineer's knowledge, information and belief:

SC-14.02.C Paragraph 14.02.C shall be deleted in its entirety and insert the following in its place:

C. Payment Becomes Due:

1. Forty-five (45) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

SC-14.09 *Waiver of Claims*

SC-14.09 Paragraph 14.09.A and its subparagraphs shall be deleted in their entirety.

SC-14.10 *Liquidated Damages*

SC-14.10 The following sub-section shall be added immediately after Paragraph 14.09.A.2:

14.10 *Liquidated Damages*

- A. Contractor shall be liable for and shall pay Owner the cost of expenses incurred by Owner resulting from Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, as referenced in Specification Section 005213.00, Modified Standard Form of Agreement, Article 4.03.
- B. In addition to the foregoing and without limiting the foregoing, Contractor shall be liable for and shall pay Owner the cost of expenses incurred by Owner resulting from Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. All submittals shall be received from Contractors by the earlier of the date set forth in the Contract Documents, if applicable, but in no event later than provided in the Schedule of Submittals.
- C. In the event Contractor or Surety litigates the validity of the liquidated damages set forth herein or the assertion of liquidated damages, Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages incurred by Owner. This liquidated damages provision applies to each phase of construction. Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to Owner at law or in equity.

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- D. If Contractor is responsible, in the opinion of the Engineer, for delay in the actual time of completion of any other Multiple Prime Contractor, then Contractor shall be liable for and shall pay to Owner all liquidated damages otherwise attributable to such other Multiple Prime Contractor, as well as any legal fees, professional fees, or other costs or expenses incurred by Owner.
- E. Owner shall have the right to deduct the total amount of liquidated damages for which Contractor may be liable under this Paragraph 14.10 from any payments then or thereafter due Contractor.

SC-15.02 *Owner May Terminate for Cause*

SC-15.02.A Paragraph 15.02.A and its subparagraphs shall be deleted in their entirety and insert the following in their place:

A. Owner may terminate the Contract for cause if Contractor:

- 1. refuses or fails to supply enough properly skilled workers or proper materials;
- 2. fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- 3. disregards applicable Laws or Regulations;
- 4. otherwise materially breaches a provision of the Contract Documents;
- 5. fails to abide by the Progress Schedule, and fails within three (3) days after receipt of written notice to correct any scheduling problems or provide required scheduling information; or
- 6. Contractor or any of its Subcontractors or suppliers is suspended or debarred by the Commonwealth of Pennsylvania, any other state, or the federal government.

SC-15.02.C The following sentence shall be added at the end of Paragraph 15.02.C:

This Paragraph shall survive the expiration or sooner termination of the Agreement.

SC-15.02.D Paragraph 15.02.D shall be deleted in its entirety and the following inserted in its place:

Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor cures such failure within seven days of receipt of notice of intent to terminate; Owner may then terminate the Contract at any time after the expiration of such seven-day cure period if Contractor does not cure such failure during the cure period. However, if Owner reasonably deems that such failure cannot be cured within such seven day cure period, Owner may terminate the Contract with immediate effect.

SC-15.02.F Add the following new paragraph immediately after 15.02.F:

- G. In the event that Owner declares Contractor in default and Contractor's Surety fails to adhere to its obligations under the Performance Bond and Payment Bond, the Surety shall be liable to Owner for any and all damages that Owner incurs including, but not limited to, any legal fees, professional fees, or other costs or expenses incurred by Owner in connection with Owner's pursuit of its rights under the Performance Bond,

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Payment Bond and/or applicable Laws and Regulations, including, but not limited to, the cost of all litigation, including, but not limited to, legal fees, professional fees, and all other costs or expenses. To the extent Contractor sues Owner and Owner prevails in such litigation, Contractor shall be responsible for all of Owner's damages including, but not limited to, any and all legal fees, professional fees and all other costs and expenses.

SC-15.04 *Contractor May Stop Work or Terminate*

SC-15.04.A Paragraphs 15.04.A and B shall be deleted in its entirety and insert the following in its place:

- A. If the Work is stopped for a period of sixty (60) consecutive days under final, non-appealable order of any court or other public authority having jurisdiction, through no act or fault of Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with Contractor, then Contractor may provide written notice to Owner and Engineer, that it will seek payment in accordance with the requirements of the Contract Documents and keep working.
- B. In no event may Contractor stop Work due to a Project dispute. Contractor must provide Owner written notice containing detailed information regarding the nature of the disputed issues and utilize the dispute resolution procedures set forth herein.

ARTICLE 16 *Dispute Resolution*

SC-16.01 Paragraphs 16.01.A, 16.01.B, and 16.01.C shall be deleted in its entirety and insert the following in its place:

- A. Claims between the parties to the Contract, prior to Final Payment, and arising out of or related to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of **Northampton County** and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable Rules of Civil Procedure. Pending resolution of any Claim, unless otherwise agreed to in writing, Contractor shall proceed diligently with the performance of the work so as to avoid delay in the schedule of completion of the project.

SC-16.02 Add the following new sub-section immediately after 16.01:

16.02 Disputes or Actions Between Contractors

- A. Should the Contractor, either itself or by its Subcontractor or Sub-Subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or Work of other Contractors or Subcontractors, or by failing to perform its Work (including, without limitation, the Work of its Subcontractor or Sub-Subcontractors) with due diligence, delay any Contractor or Subcontractors, which suffer additional expense or damage as a result, the parties involved in such dispute and their respective Sureties shall settle by agreement or arbitrate said claim, dispute or action by referring same to the American Arbitration Association. Said claim, dispute or action shall be

determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Owner will not be a party to disputes or actions between Contractors, the Sureties or Subcontractors concerning such additional expense or damage. It is agreed by all parties that claims, disputes or actions between Contractors, Sureties and Subcontractors concerning the additional expense or damage will not delay completion of the Work, which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to this Agreement (the Owner as promisee and the Contractor as promisor) that the intent of this clause is to benefit the Contractors and their Sureties on the Project and to serve as an indication of the mutual intent of the Owner and the Contractor that this clause raise such other Contractors to the status of third party beneficiaries only as to the terms and conditions of each paragraph of this article. The Contractor agrees that the paragraphs of this article are provided as a benefit to the Contractor and, that they specifically exclude claims, disputes or actions against the Owner for delay or other damages.

- B. The Contractor agrees that all claims, disputes and other matters in question between Prime Contractors, their Sureties or Subcontractors, which arise out of, or are related to this Agreement, or the breach thereof, as provided in Paragraph A, shall be settled by agreement or resolved by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate is in consideration of the fact that all other Prime Contractors agree to this same arbitration provision, as provided in each separate Prime Contract required for the construction of this Project, and is specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accord with applicable law in any court having jurisdiction thereof. The Owner shall not be a party to this arbitration.
- C. Notice of the demand for arbitration shall be filed in writing with the other Prime Contractor(s) and with the Regional Office of the American Arbitration Association. A copy of the demand shall be filed with the Engineer and the Owner. The demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen. The Owner shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any arbitration at the request of any party to the arbitration. The Owner will be provided with copies of all documents submitted to the arbitrator at no cost to the Owner.
- D. The Contractor hereby agrees that the Contractor's sole remedy for including, without limitation, injuries, damages or expenses resulting from disputes between Contractors, Sureties or Subcontractors will be to seek recovery from the other Contractors, Sureties or Subcontractors for the transgressions of such other Contractors, Sureties or Subcontractors. The Contractor hereby further agrees that it shall have no recourse against the Owner for the transgressions of other Contractors, Sureties or Subcontractors that result in including, without limitation, delay, acceleration, out-of-sequence Work, overtime, stacking of trades, failure to adequately clean the work areas, disputes over the scope of the Contractor's work, or disputes between Contractors, Sureties or Subcontractors regarding any other matter concerning the Project.

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- E. The Contractor acknowledges that the restrictions contained in these Conditions are reasonable and necessary in order to protect the legitimate interests of the Owner and that any violation of these Conditions would result in irreparable injuries to the Owner and monetary damages would be inadequate to compensate the Owner for a violation of these Conditions. Therefore, the Contractor hereby agrees that if the Contractor disregards any paragraph of these Conditions, including, without limitation, any portion of this article, and institutes or attempts to institute any proceeding (e.g., arbitration, litigation, mediation, etc.) against the Owner by including, without limitation, injuries, damages or expenses resulting from disputes between Contractors, Sureties or Subcontractors, the Owner is entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief to prevent the Contractor from pursuing any proceeding against the Owner and the Owner is entitled to stay any such proceeding. In the event that the Owner pursues preliminary or permanent injunctive relief to prevent the Contractor from pursuing any proceeding against the Owner or if the Owner attempts to stay any such proceeding, the Contractor and the Contractor's Surety shall be jointly and severally liable for and shall reimburse the Owner immediately upon demand and without limitation, all legal fees, professional fees and all other costs associated therewith incurred by the Owner. The Owner's rights set forth in this paragraph shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

ARTICLE 18 *Statutory Requirements*

SC-18 Add the above section and following sub-sections and paragraphs as Article 18 immediately following Paragraph 17.06:

18.01 *Applicable Laws*

- A. Contractor's attention is directed to the fact that all applicable Federal and State laws, Municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, and they are deemed to be included in the Agreement the same as though herein written in full.

18.02. *Human Relations Act*

- A. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744, as amended from time to time (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, or non-job related handicap or disability or the use of a guide or support animal because of blindness, deafness or physical handicap, by employers, employment agencies, labor organizations, contractors and others. Contractor shall agree to comply with the provisions of the Pennsylvania Human Relations Act, as amended from time to time, which is made part of these General Conditions as if included herein at length. Contractor's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code Section 49.101, et seq., as amended from time to time.

18.03. *Americans with Disabilities Act*

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A. During the term of the Contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under this Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Owner through contracts.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Owner as a result of the Contractor failure to comply with provisions of Paragraph 1 above.

18.04. *Prevailing Wages*

- A. The Pennsylvania Prevailing Wage Rates, as determined by the Pennsylvania Department of Labor and Industry, shall apply to the Project. The Prevailing Wages applicable at the time Bids were solicited was attached to the Bidding Documents, which is incorporated herein. The Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), and as amended from time to time (43 P.S. Section 165-1, et seq.), the regulations thereto, and the Prevailing Minimum Wage Determination Schedule, 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 the Work is performed, are made part of these General and Supplementary Conditions.
- B. No person shall be employed to perform Work under this Contract except competent and first-class workers and mechanics. No workers shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours as established by the Secretary of the Department of Labor and Industry under the "Pennsylvania Prevailing Wage Act" (Act No. 442), effective February 1, 1962, amended by Act 342 of 1963, P.L. 653 and as amended from time to time.
- C. The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary shall be paid to the workers employed in the performance of the Contract.
- D. Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of the Pennsylvania Department of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342 of 1963, P.L. 653, and as amended from time to time), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- E. All workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in the Contract Documents.
- F. The Contract provisions shall apply to all Work performed on the Contract by Contractor and to all Work performed on the Contract by all Subcontractors and Sub-subcontractors.

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- G. Contractor shall insert into each subcontract all of the stipulations contained in Paragraph 18.04 and such other stipulations as may be required.
- H. No workers shall be employed on the Project except in accordance with the classifications set forth in the applicable prevailing minimum wage rate decision. In the event that additional or different classifications are necessary, the procedure set forth in the applicable Laws and Regulations shall be followed.
- I. All workers employed or working on the Project shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deduction, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Pennsylvania Prevailing Wage Act or any applicable regulations shall prohibit the payment of more than the applicable prevailing minimum wage rates as determined by the Secretary to any worker on the Project.
- J. Contractor and each Subcontractor shall post for the entire period of construction, the applicable wage determination decisions, including, without limitation, the effective date of any changes thereof, in a prominent and easily accessible place or places at the Site of the Work and at such place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
 - 1. Name of Project.
 - 2. Name of public body of which it is being constructed.
 - 3. The crafts and classifications of workers listed in the applicable prevailing minimum wage rate determination for the particular project.
 - 4. The applicable prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - 5. A statement advising workers that if they have been paid less than the applicable prevailing minimum wage rate for the job classification or that Contractor and/or Subcontractor are not complying with the Pennsylvania Prevailing Wage Act or the applicable regulations in any manner whatsoever, they may file a protest in writing with the applicable governmental agency, within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for Work performed on the Project. Any workers paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- K. Contractor and all Subcontractors shall keep an accurate record showing the time, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by them in connection with the Project (including apprentices) and such record must include, without limitation, any deductions from each worker. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract, the Secretary of the Department of Labor and Industry, and the Owner, and to any other applicable governmental authority's authorized representatives. The Engineer and Construction Manager assume no responsibility to Contractor to verify or document records of the Bidder or

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Contractor(s). Any failure of the Contractor or notification to the same regarding wage rates or payment may require the Owner to withhold payments until the record is resolved.

- L. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a Contract requiring contributions for employee benefits which the applicable governmental authority has determined to be included in the applicable prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- M. Payment of compensation to workers for Work performed on the Project on a lump sum basis, or a piece work basis, or a price certain for the completion of a certain amount of Work, or the production of a certain result, shall be deemed a violation of the Pennsylvania Prevailing Wage Act and the regulations thereto, regardless of the average hourly earnings resulting therefrom.
- N. Each Multiple Prime Contractor and Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Project with Owner, under oath, and in form, satisfactory to the applicable governmental authority, certifying that all workers have been paid wages in strict conformity with the provisions of the Contract as prescribed in the Pennsylvania Prevailing Wage Act and the regulations thereto, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- O. If Contractor fails to comply with the requirements set forth in Paragraph 18.04, Contractor shall pay Owner, as liquidated damages, an amount equal to twice the difference between the minimum wage required to be paid in compliance with Paragraph 18.04 and the wage actually paid to each laborer or mechanic for each day during which said laborer or mechanic has been employed at a wage less than prescribed.
- P. Prevailing wage certification forms are to be produced weekly and are to be submitted monthly. Two (2) copies must be submitted. Prevailing wage certificates are to be sent to Engineer with a pencil copy of the Application for Payment. No Applications for Payment will be processed without the proper prevailing wage certificates.
- Q. Contractor shall use the Commonwealth of Pennsylvania Department of Labor and Industry Form LLC-25 (form can be accessed at: <http://www.dli.pa.gov/Individuals/Labor-Management-Relations/Documents/llc-25.pdf>), as revised from time to time, and ensure proper classification of workmen are assigned to each person. Certificates must be filled out in their entirety. Form is included as Specification Section 007346.16. Certified Payroll submitted on U.S. Wage and Hour Division forms are NOT accepted and will be returned to the Contractor.
- R. Submissions of the first and the final certification forms must be notarized, signed, and dated.

18.05. *Intentionally Deleted.*

18.06. *Safety and Health Regulations For Construction*

- A. Bidders shall comply with the provisions of the Occupational Safety and Health Administration, Federal Act 91-596 of December 29, 1970, and with any other safety and health regulations for district in which the Work is performed.
- B. Contractor shall be fully informed of and shall comply with all local, state and federal regulations for construction as amended to date, as the rules and regulations in detail

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apply for the Work under the Contract. All applicable rules and regulations of governing bodies are hereby made a part of these General Conditions by reference, as if written out in full within.

18.07. *Steel Products Procurement Act*

- A. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, (March 3, 1978 P.L. 6), as amended from time to time (73 P.S. Section 1881, et seq.), all steel products used or supplied in the performance of the Work, only those steel products produced in the United States, as herein defined, shall be used or supplied in the performance of the Contract or any Subcontractors thereunder.
- B. "Steel products" are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products, machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).
- C. "United States" is defined as the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.
- D. In accordance with Act 161 of 1982 (June 18, 1982 P.L. 556) cast iron products shall also be included and produced in the United States. Act 144 of 1984 (July 9, 1984 P.L. 674) further defines "steel products" to include machinery and equipment. Act 142 of 1980 (Oct. 5, 1980 P.L. 693), Act 161 of 1982 and Act 141 of 1984 provide clarifications and penalties and Contractor shall abide by these Acts, as amended from time to time.

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18.08. *Trade Practice Act*

- A. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. §773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted.
1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
 2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless-steel products, including hot-rolled stainless-steel bar; stainless steel wire rod and cold-formed stainless-steel bar; prestressed concrete steel wire strand; hot rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
 3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
 4. Spain: certain stainless-steel products, including stainless steel wire rod, hot-rolled stainless-steel bars; and cold-formed stainless-steel bars; prestressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.
- B. Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.
- C. This provision in no way relieves the Contractor of responsibility to comply with those provisions of this Contract which prohibit the use of foreign-made steel and cast iron products.

18.09. *Anti-Pollution Legislation*

- A. 62 Pa. C.S.A. Section 3301 requires that Bidders on construction contracts for governmental agencies be advised that there are provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Bids are being received.
- B. The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et seq.), Air

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Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675), as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7642), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16. U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 2001-1264), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake

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Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on.

- C. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes Contractor to perform additional Work, Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to Owner. It is also the responsibility of Contractor to determine what local ordinances, if any, will affect its portion of the Work. Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

18.10. *Erosion Control*

- A. To the extent the Contractor performs excavation work, it shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, Contractor shall be responsible to obtain approval from the Department of Environmental Protection for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.
- B. Site Excavation: Contractor shall:
1. Request the location and type of facility owner lines at the Site by notifying the facility owner through the one call system as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days

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in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification. The scheduled excavation date shall exclude the date upon which notification was received by the one call system and notification received on a Saturday, Sunday or holiday, which shall be processed on the following business day. In the case of a complex project as defined in 73 P.S. § 176, notification shall not be less than ten (10) business days in advance of the beginning of excavation or demolition work.

2. Provide the one call system with specific information to identify the Site so that facility owners might provide indications of their lines.
3. Take reasonable steps to work with facility owners including, without limitation, scheduling and conducting a preconstruction meeting, so that Contractor may locate the facilities at a time reasonably in advance of the actual start of excavation or demolition work for each phase of the Work if the Project is a complex project as defined in 73 P.S. § 176 or if an excavation Contractor intends to perform work at multiple sites or over a large area. After commencement of excavation or demolition work, the excavation Contractor shall be responsible for protecting and preserving the staking, marking or other designation until no longer required for proper and safe excavation or demolition work at or near the underground facility, or by contacting the one call system to request that the facilities be marked again in the event that the previous markings have been compromised or eliminated.
4. Comply with the requirements established by the one call system as determined by the board of directors regarding the maximum area that a notification may cover.
5. Inform each operator employed by the excavation Contractor at the Site of the information received with respect to location and type of underground installations and any other information required by 73 P.S. § 176, et seq.
6. Report immediately to Owner and Engineer, any break or leak on its lines or any dent, gouge, groove or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.
7. Immediately notify 911 and the facility owner if the damage results in the escape of any flammable, toxic or corrosive gas or liquid which endangers life, health or property.
8. Assist a facility owner in determining involvement of a facility owner's lines by disclosing additional available information requested by the facility owner, including, without limitation, dimensions and the direction of proposed excavations.
9. Re-notify the one call system unless other arrangements have been made directly with the facility owners involved at the Site if the excavation Contractor removes its equipment and vacates the Site for more than two (2) business days.
10. Submit an incident report to the Department of Labor and Industry of the Commonwealth of Pennsylvania not more than ten (10) business days after striking or otherwise damaging a facility owner's line during excavation or demolition activities that resulted in personal injury or property damage to parties other than the affected excavation Contractor or facility owner.
11. Comply with all requests for information by the Department of Labor and Industry of the Commonwealth of Pennsylvania relating to such Department of Labor and Industry's enforcement authority under the 73 P.S. § 176, et seq. within thirty (30) days of the receipt of the request.

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12. Ensure the accuracy of the information provided to the one call system pursuant to 73 P.S. § 176, et seq.
13. Become thoroughly acquainted with and comply with all other terms and conditions specified in 73 P.S. § 176, et seq., as amended from time to time including, without limitation, Contractor shall pay all applicable fees.
14. Complete the site excavation in full compliance with all applicable Laws and Regulations.

18.11. *Nondiscrimination/Sexual Harassment Clause*

A. Each Contract entered into by a governmental agency for the construction, alteration or repair of any public building or public work shall contain the following provisions by which Contractor agrees:

1. In the hiring of any employees for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, Contractor, Subcontractor, or any person acting on behalf of Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).
2. Neither Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract on account of gender, race, creed, or color. (62 Pa. C.S.A. Section 3701).
3. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the Work to which the Contract relates.
5. Contractor and each Subcontractor shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the Owner for purposes of investigation, to ascertain compliance with provisions of Article 18.10. If Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, Contractor or Subcontractor shall furnish such information on reporting forms supplied by the Owner, contracting agency or the Bureau of Contract Administration and Business Development.
6. Contractor shall include, without limitation, the provisions of Paragraph 18.09 in every subcontract so that such provisions will be binding, upon each Subcontractor.

18.12. *Pennsylvania Uniform Construction Code*

A. Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304, as amended by S.B. 1139, Session of 2004, as further amended from time to time.

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18.13. *The Right to Know Law*

- A. The Contractor shall comply with all requirements of Pennsylvania's Right-to-Know Law ("RTKL"), 65 P.S. § 67.101, et seq., as amended.
- B. Upon notice given by Owner to Contractor that the Owner is in receipt of a Right-to-Know Request (the Request) requesting access to documents related to the Work that are not within the possession of the Owner or Owner's representatives, the Contractor shall provide Owner all documents regarding the Work that are determined by the Owner to be responsive to the Request (the "Record"). The Owner shall determine whether the Record constitutes a Public Record subject to disclosure under the RTKL.
- C. Upon receipt of a Request as described under Paragraph 18.12.B, Owner will send a copy of the Request to the Contractor within five (5) business days of receipt of the Request for the Record. The Contractor shall provide the Owner with the Record within five (5) business days. The Contractor shall provide such other assistance as the Owner may need in order to comply with the RTKL. The Owner shall deny the Request for the Record or release the Record within the time period allotted by the RTKL.
- D. If at any time the Contractor notifies the Owner in a written statement signed by a representative of the Contractor that a document provided by the Contractor to the Owner contains a trade secret or confidential proprietary information, the Owner shall notify the Contractor within five business (5) days of receipt of a Request requesting a Record of the Contractor that contains such information. The Contractor shall have five (5) business days from the receipt of the notice from the Owner to provide input on the release of the Record. Thereafter the Owner will either deny the Request or release the Record and shall notify the Contractor of its decision.
- E. The failure by the Contractor to provide to the Owner the Record under Paragraph 18.12.B or the input under Paragraph 18.12.C within the specified time periods will be grounds for termination under Article 15.02. If the Owner denies the Request for failure of Contractor to provide the Record, and an appeal is taken from the denial, the Contractor upon demand from the Owner shall indemnify, and hold the Owner harmless from and against any damages, penalties, expenses, legal costs and fees, or other detriment or harm that the Owner may incur in connection with defense of the appeal. If on appeal, a final determination is entered by the Office of Open Records that requires the Owner to provide access to the Record, Contractor shall provide the Owner the Record in accordance with the final determination. Failure to timely provide the Record shall subject the Contractor to the payment of liquidated damages of \$800 per day for each calendar day beyond the date the Record was ordered to be released.
- F. The Owner will provide the Contractor with reimbursement for costs incurred by Contractor for which Owner is allowed to charge in accordance with and within the scope of permitted costs as set forth in the fee schedule established by the Office of Open Records or as otherwise allowed under the RTKL.
- G. The Owner's determination as to whether the Record is a Public Record is dispositive of the question as between the Owner and the Contractor. The Contractor agrees not to challenge the Owner's decision or in any way hold the Owner liable for its decision. Contractor waives all rights or remedies that may be available to Contractor as a result

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of the Owner's disclosure of Records in response to a RTK Request. The waiver of all rights or remedies shall survive the expiration of the Contract Documents.

18.14. *Prohibition of Illegal Alien Labor / Public Works Employment Verification Act*

- A. Pursuant to the Act of May 11, 2006, (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, Contractor shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.
- B. A separate and complete Verification Form required by the Public Works Employment Verification Act, Act No. 141 or 2022, 71 P.S. Secs. 656.1-656.11, (formerly Senate Bill 637 and Act 127) for itself and each of the proposed Subcontractors (as such term is defined therein) acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Act requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. The Contractor and its subcontractor (as such term is defined in the Act) are required to comply with the Act and the Statement of Policy as published in the Pennsylvania Bulletin, July 22, 2023, and effective January 3, 2023. The Verification Form shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form. Form included as Exhibit "ITB-A". Contractor-completed Verification Forms shall be included as part of the Owner-Contract Agreement as Exhibit G.
- C. A "Public Work" is defined to be construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000) but shall not include work performed under a rehabilitation or manpower training program.
- D. The Department of General Services' Public Works Employment Verification Compliance Program is responsible for the administration, education and enforcement of the Act. It provides contractors and subcontractors with educational outreach, conducts investigations when complaints are received and random audits to ensure compliance with the requirements of the Act.

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

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Mail: Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Bldg.
18th & Herr Streets
Harrisburg, PA 17125
Fax: 717-214-3669

18.15. *Criminal History and Child Protective Services Information*

A. Prior to commencing Work, the Contractor and each Subcontractor shall submit on the prescribed form listed below for each employee or person performing work at the Project site on behalf of the Contractor and Subcontractor prior to such person performing any work at the Project site. The original clearances must be presented to the Owner prior to each employee, agent or subcontractor coming on the Owner's property. All such clearances shall be dated no earlier than one year prior to the date of presentation to the Owner. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner. Each employee or person performing work at the Project site on behalf of the Contractor or Subcontract must complete:

1. *Act 114 of 2006, 24 PS 1-111 as amended (Act 61 of 2008)*: Copy of the Federal Criminal History record from the Federal Bureau of Investigation in the manner prescribed by the Department of Education. To obtain such a report, contact the nearest FBI Field Office. Fingerprint service codes are included as Exhibit "ITB-B".
2. *Act 34 of 1985*: Original report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any of Contractor's employees or its subcontractor's employees working on the Project site prior to such persons performing work at the Project site. Such report of criminal history shall be no older than sixty (60) months old at any time the individual performs services under this Agreement. To obtain this document, contact the nearest Pennsylvania State Police barracks. Form included as Exhibit "ITB-C".
3. *Act 24 of 2011 and Act 82 of 2012*: Original background check in accordance with Section 111 of the Public School Code of 1949, Act 34 of March 10, 1949, P.L. 30, No. 14, as amended by from time to time including, without limitation, by Act 114 of July 11, 2006, P.L. 1092, and Act 24 of 2011 (P.L. 112, No. 24) (24 P.S. Section 1-111, et seq.) on the form PDE 6004, Arrest/Conviction Report and Certification Form, published by the Pennsylvania Department of Education. The Contractor shall require employees performing at the Project Site on behalf of the Contractor and/or its Subcontractors to file form PDE-6004 within seventy-two (72) hours of an arrest or conviction of an offense listed in Section 1-111(e) of the Pennsylvania School Code. Contractor shall immediately notify the Owner in writing of such filing and shall preclude the affected employee from performing any work at the Project Site. The Owner shall also have the right to prohibit any such individual from coming onto its property. Form included as Exhibit "ITB-D".
4. *Act 151 of December 16, 1994*: Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Act 151 of December 16,

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1994 (P.L. 1292), subchapter C.2 of the Child Protective Services Law, as amended from time to time. Form included as Exhibit "ITB-E".

5. *Act 168 of 2014*: "Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release" has been developed by the Pennsylvania Department of Education, pursuant to Act 168 of 2014, to be used by school entities and independent contractors of school entities and by applicants who would be employed by or in a school entity in a position involving direct contact with children to satisfy the Act's requirement of providing information related to abuse or sexual misconduct. As required by Act 168, in addition to fulfilling the requirements under Section 1-111 of the School Code and the Child Protective Services Law, an applicant who would be employed by or in a school entity in a position having direct contact with children, must provide the information requested in SECTION 1 of this form and a written authorization that consents to and authorizes the disclosure by the applicant's current and former employers of the information requested in SECTION 2 of this form. The applicant shall complete one form for the applicant's current employer(s) and one for each of the applicant's former employers that were school entities or where the applicant was employed in a position having direct contact with children (therefore, the applicant may have to complete more than one form). Upon completion by the applicant, the hiring school entity or independent contractor shall submit the form to the applicant's current and former employers to complete SECTION 2. A school entity or independent contractor may not hire an applicant who does not provide the required information for a position involving direct contact with children. No employee or person who has been convicted of any of the offenses enumerated under 24 P.S. Section 1-111(e) shall be permitted to perform any work at the Project Site. Form included as Exhibit "ITB-F".

All contractors shall comply with the above requirements.

- B. Owner shall review the submissions prior to each individual being permitted to come onto the Owner's property. The Owner reserves the right to reject any employee, agent or subcontractor that the Owner determines in its sole discretion has an unsatisfactory criminal history or child abuse clearance. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner. Any individual rejected by the Owner shall not be permitted on the Owner's property. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from direct contact with children as set forth in Section 1-111 of the Pennsylvania Public School code and/or Subchapter C2 of the Child Protective Services Law.

END OF SECTION 007300

SECTION 007343 - PREVAILING WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Prevailing Wage Act
 - 2. Pennsylvania Prevailing Wage Determination Schedule follows as Section 007346.13.
 - 3. Pennsylvania Department of Labor and Industry "Weekly Payroll Certification for Public Works Projects" Form LLC-25 follows as Section 07346.16.

1.3 Prevailing Wage Rates

- A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to this project.
- B. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.
- C. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- D. These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all subcontractors.
- E. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.
- F. No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.
- G. All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without

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deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

- H. The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
1. Name of project.
 2. Name of public body of which it is constructed.
 3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- I. The Contractor and all subcontractors, shall keep an accurate record **showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman.** The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.
1. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.
- J. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

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- K. Payment of compensation to workmen for work performed on public work on a lump sum basis, or apiece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting therefrom.
- L. Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.
- M. The provision of the Act and the Regulations are incorporated by reference in the Contract.
- N. In the event that records are found to be inaccurate or non-compliant with the Pennsylvania Prevailing Wage Act or additional project-specific grant requirements, Contractor is required to provide corrections and proof of restitution for all non-compliant records, including those of their subcontractors.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Prevailing wage certification forms are to be produced weekly and are to be submitted monthly. Prevailing wage certificates are to be sent to Architect and CM with a pencil copy of the Application for Payment. No Applications for Payment will be processed without the proper prevailing wage certificates. Contractor may be requested to submit the prevailing wage certification forms in any of the following manners:
 - 1. If hard paper copies are submitted, Contractor shall submit two (2) copies of each prevailing wage certification form.
 - 2. If digital copies are submitted, Contractor shall submit to Architect and CM in PDF form.
 - 3. Redacted certified payroll:
 - a. Prevailing wage certification forms submitted to the Owner may not be redacted by law; however, if there is a Project Right-to-Know request, the Contractor will be required to submit redacted prevailing wage certification forms **in addition** to the required unredacted forms. The following information may be redacted:
 - 1) Employee Name
 - 2) Employee Address
 - 3) Employee Social Security Number
- B. Contractor shall use the Commonwealth of Pennsylvania Department of Labor and Industry Form LLC-25 (form can be accessed at: <http://www.dli.pa.gov/Individuals/Labor-Management-Relations/Documents/llc-25.pdf>), as revised from time to time, and ensure proper classification of workmen are assigned to each person. Certificates must be filled out in their entirety. Form is included as Specification Section 007346.16. Certified Payroll submitted on U.S. Wage and Hour Division forms are NOT accepted and will be returned to the Contractor.

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- C. Regardless of the submission type, the first and the final certification forms must be notarized, signed, and dated.

END OF SECTION 007343

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	HHSD Simmons Elementary School Pool Decommissioning
General Description:	Decommissioning the existing pool and utility room within Simmons Elementary
Project Locality	Horsham Township
Awarding Agency:	Joseph Crowe
Contract Award Date:	4/15/2026
Serial Number:	26-01707
Project Classification:	Building/Highway
Determination Date:	2/23/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-01707 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2025		\$60.84	\$48.71	\$109.55
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayer	5/1/2023		\$47.50	\$31.42	\$78.92
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$54.59	\$29.02	\$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$23.74	\$20.62	\$44.36
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	5/1/2024		\$46.70	\$32.46	\$79.16
Cement Masons	5/1/2025		\$48.70	\$32.46	\$81.16
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	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2025		\$40.14	\$32.35	\$72.49
Electricians	5/1/2024		\$69.58	\$45.66	\$115.24
Electricians	5/1/2025		\$70.97	\$47.27	\$118.24
Elevator Constructor	1/1/2025		\$71.85	\$45.77	\$117.62
Elevator Constructor	1/1/2026		\$74.86	\$46.86	\$121.72
Floor Coverer	5/1/2025		\$51.67	\$31.69	\$83.36
Floor Coverer	5/1/2026		\$52.84	\$32.86	\$85.70
Glazier	5/1/2024		\$48.00	\$37.50	\$85.50
Glazier	5/1/2025		\$49.96	\$38.34	\$88.30
Interior Finish	5/1/2023		\$34.60	\$25.80	\$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2024		\$44.64	\$34.39	\$79.03
Iron Workers (Riggers)	7/1/2025		\$44.77	\$36.27	\$81.04
Iron Workers (Rodman/Reinforcing)	7/1/2024		\$47.70	\$34.77	\$82.47
Iron Workers (Rodman/Reinforcing)	7/1/2025		\$47.80	\$36.65	\$84.45
Laborers (Class 01 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Laborers (Class 02 - See notes)	5/1/2025		\$41.00	\$27.70	\$68.70
Laborers (Class 03 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 04 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 05 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Landscape Laborer	5/1/2024		\$30.70	\$24.23	\$54.93
Landscape Laborer	5/1/2025		\$32.15	\$24.30	\$56.45
Marble Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Marble Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-01707 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Mason Tender, Cement	5/1/2023		\$35.02	\$25.98	\$61.00
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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		\$51.34	\$34.06	\$85.40
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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2024		\$42.97	\$34.11	\$77.08
Painters Class 1 (see notes)	5/1/2025		\$44.38	\$34.55	\$78.93
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 4 (see notes)	5/1/2024		\$45.06	\$34.11	\$79.17
Painters Class 4 (see notes)	5/1/2025		\$46.47	\$34.55	\$81.02
Plasterers	5/1/2024		\$39.88	\$33.08	\$72.96
plumber	5/1/2024		\$67.53	\$38.31	\$105.84
plumber	5/1/2025		\$70.53	\$39.46	\$109.99
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Composition)	5/1/2025		\$46.03	\$34.77	\$80.80
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	5/1/2024		\$59.22	\$50.56	\$109.78
Sheet Metal Workers	5/1/2025		\$62.62	\$52.17	\$114.79
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22

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

Project: 26-01707 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sprinklerfitters	5/1/2025		\$70.37	\$34.85	\$105.22
Steamfitters	5/1/2024		\$70.32	\$43.09	\$113.41
Steamfitters	5/1/2025		\$72.52	\$44.89	\$117.41
Stone Masons	5/1/2023		\$47.20	\$31.95	\$79.15
Stone Masons	5/1/2025		\$50.00	\$32.80	\$82.80
Terrazzo Finisher	5/1/2023		\$43.75	\$27.86	\$71.61
Terrazzo Finisher	5/1/2025		\$45.61	\$29.41	\$75.02
Terrazzo Grinder	5/1/2023		\$44.02	\$27.86	\$71.88
Terrazzo Grinder	5/1/2025		\$45.88	\$29.41	\$75.29
Terrazzo Mechanics	5/1/2023		\$50.26	\$29.56	\$79.82
Terrazzo Mechanics	5/1/2025		\$52.21	\$31.26	\$83.47
Tile Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Tile Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Tile Setter	5/1/2023		\$50.26	\$29.56	\$79.82
Tile Setter	5/1/2025		\$52.21	\$31.26	\$83.47
Truckdriver class 1(see notes)	5/1/2024		\$36.79	\$22.54	\$59.33
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
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20
Window Film / Tint Installer	6/1/2025		\$27.42	\$15.13	\$42.55

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-01707 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$65.96	\$30.09	\$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$67.52	\$30.44	\$97.96
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)	5/1/2025		\$45.88	\$23.19	\$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$46.97	\$23.54	\$70.51
Carpenter	5/1/2025		\$57.36	\$30.09	\$87.45
Carpenter	5/1/2026		\$58.71	\$30.44	\$89.15
Cement Masons	5/1/2023		\$43.20	\$32.91	\$76.11
Cement Masons	5/1/2025		\$46.55	\$32.66	\$79.21
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	5/1/2025		\$60.31	\$44.97	\$105.28
Dockbuilder/ Pile driver diver	5/1/2026		\$61.88	\$45.47	\$107.35
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	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Electric Lineman	6/2/2025		\$65.10	\$34.45	\$99.55
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
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)	5/1/2025		\$40.20	\$27.80	\$68.00
Laborers (Class 02 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 03 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 04 - See notes)	5/1/2025		\$35.00	\$27.80	\$62.80
Laborers (Class 05 - See notes)	5/1/2025		\$41.05	\$27.80	\$68.85
Laborers (Class 06 - See notes)	5/1/2025		\$41.10	\$27.80	\$68.90
Laborers (Class 07 - See notes)	5/1/2025		\$40.95	\$27.80	\$68.75
Laborers (Class 08 - See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 09 - See notes)	5/1/2025		\$40.55	\$27.80	\$68.35
Laborers (Class 10- See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 11 -See Notes)	5/1/2025		\$40.60	\$27.80	\$68.40
Laborers (Class 12 -See Notes)	5/1/2025		\$42.30	\$27.80	\$70.10
Laborers (Class 13 -See Notes)	5/1/2025		\$44.33	\$27.80	\$72.13
Laborers (Class 14 -See Notes)	5/1/2025		\$40.90	\$27.80	\$68.70
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2025		\$34.07	\$19.73	\$53.80
Laborers Utility (PGW ONLY)	5/1/2025		\$41.10	\$19.73	\$60.83
Landscape Laborer	5/1/2024		\$30.28	\$24.05	\$54.33
Landscape Laborer	5/1/2025		\$31.73	\$24.15	\$55.88
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-01707 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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	12/1/2024		\$44.12	\$27.91	\$72.03
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 2 (see notes)	2/1/2025		\$50.85	\$33.91	\$84.76
Painters Class 2 (see notes)	2/1/2026		\$51.61	\$35.00	\$86.61
Painters Class 3 (see notes)	2/1/2025		\$61.81	\$33.95	\$95.76
Painters Class 3 (see notes)	2/1/2026		\$62.57	\$35.04	\$97.61
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2024		\$66.80	\$42.93	\$109.73
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		\$68.89	\$44.73	\$113.62
Truckdriver class 1(see notes)	5/1/2024		\$36.64	\$22.54	\$59.18
Truckdriver class 2 (see notes)	5/1/2024		\$36.74	\$22.54	\$59.28

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or
 ☐ Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR ADDRESS		SUBCONTRACTOR ADDRESS		 DEPARTMENT OF LABOR & INDUSTRY COMMONWEALTH OF PENNSYLVANIA BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665
PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION		
		PROJECT SERIAL #	PROJECT #	

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S- TIME 0- TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			Su	M	Tu	W	Th	F	Sa						
			HOURS WORKED EACH DAY												
												C:			
												FB:			
												C:			
												FB:			
												C:			
												FB:			
												C:			
												FB:			
												C:			
												FB:			

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

***FRINGE BENEFITS EXPLANATION (FB):** Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)
_____ for the construction of the above-identified project, acknowledges that:
 - (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
 - (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.
2. The undersigned certifies that:
 - (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
 - (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.
3. The undersigned certifies that:
 - (a) the legal name and the business address of the contractor or subcontractor are: _____
 - (b) The undersigned is: ☐ a single proprietorship ☐ a corporation organized in the state of _____
☐ a partnership ☐ other organization (describe) _____
 - (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

(DATE)

(SIGNATURE)

(TITLE)

SEAL

Taken, sworn and subscribed before me this _____ Day
of _____ A.D., _____

SECTION 008200 - SAFETY AND HEALTH MANAGEMENT PLAN PROJECT REQUIREMENTS

The Safety and Health Management Plan requirements are the minimum parameters that contractors must comply with. Contractors are required to prepare their own Safety Plan and comply with all applicable regulations.

As used in this Safety and Health Management Plan (herein referred to as "Plan"), "Contractor" shall mean the controlling Contractor (who has a contractual agreement with the Owner), who shall comply with these minimum requirements. The Contractor shall also agree to require each of their Subcontractors and Sub-subcontractors to comply with the minimum requirements of this Plan.

It is the responsibility of the Contractor to maintain total control of Safety to ensure that employees and the general public will be provided with a hazard free environment during Construction and renovation activities. This Plan does not relieve the Contractor of its responsibilities regarding the safety of its employees and the preservation of property. The Contractor agrees that it and all its Subcontractors or Sub-subcontractors shall be fully responsible for project Safety and Health Management. The Owner and Engineer shall not be responsible for any Safety precautions and programs in connection with the work.

The Contractor and Subcontractors of all tiers are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against the Owner and/or the Engineer based on, arising out of or in any way involving any actual or alleged non-compliance with the Safety and Health Management Plan.

The Federal Occupational Safety and Health Act as well as other federal, state, and local regulations promulgated in the Interest of Safety are required by law and this Plan.

The Safety Requirements of this Plan is a supplementary document to all Government rules and regulations. It does not negate, abrogate, alter or otherwise change any provisions of those rules and/or regulations, and is intended to supplement and enforce the individual program of each Contractor and the overall safety effort. It is understood that the ultimate responsibility for providing a safe workplace rests with each individual Contractor.

I hereby acknowledge that I have received, read and evaluated the Project Safety and Health Management Plan and I hereby certify that I will ensure that at a minimum its requirements and conditions are fulfilled.

Company Name

Contractor – Project Manager

Contractor – Field Supervisor

Date

Date

HATBORO-HORSHAM SCHOOL DISTRICT
SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

Project Safety and Health Management Plan

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1.0 Introduction

The Safety and Health Management Plan requirements are the minimum parameters that contractors must comply with. Contractors are required to prepare their own Safety Plan and comply with all applicable regulations. These requirements have not been prepared by the Engineer.

This Safety and Health Management Plan (herein referred to as “Plan”) is intended to establish uniform policies and procedures for all Contractors, with the goal of reducing the frequency and severity of accidents. This Plan applies to all Work performed on the Project.

1. Contractor shall implement, maintain and adhere to a written Contractor Safety Program as required by the Bid Documents. Contractor shall submit the Contractor Safety Program to the Owner or its representatives prior to commencement of the Work. In the event that the Contractor Safety Program does not comply with the requirements of this Agreement or of the Plan incorporated into this Agreement, the Contractor Safety Program shall be redrafted to comply with this Agreement and with the Plan, whichever provides the highest level of Safety. (The Contractor may, however, incorporate this Plan into their Safety Program for this project by reference.) One or more copies of the written Contractor Safety Program must be maintained on-site for employee review. Before the Contractor or any Subcontractor commences Work, the Contractor or Subcontractor, as applicable, shall make available to employees a copy of the Contractor Safety Program and the Contractor or Subcontractor, as applicable, and shall certify that prior to any employee, or any employee of any Subcontractor, beginning Work on the Project, the employees have been oriented with regards to the written Contractor Safety Program and have been directed by the Contractor or Subcontractor or its representatives to comply with Program requirements.
2. The Contractor, all Subcontractors and Sub-subcontractors shall assume all costs related, but not limited to, Personal Protective Equipment, Drug and Alcohol Free Workplace Substance Abuse Program, all training requirements, etc.
3. Compliance with the Plan is a requirement of the Contract. Failure to comply will be considered a breach of Contract, subject to the remedies provided in the Contract including, but not limited to, withholding of progress payments or termination for cause.
4. The Contractor, all Subcontractors and Sub-subcontractors shall immediately correct unsafe conditions.
5. If the Contractor, any Subcontractors or Sub-subcontractor refuses to correct an unsafe condition, the Owner and/or its representatives is authorized to stop that portion of the Work until the Work can continue in accordance with the requirements of this Plan. The cost to bring the Work activity into compliance shall be incurred by the Contractor, Subcontractors and/or Sub-subcontractors and at no time shall the costs be charged to the Owner.
6. Each Contractor, all Subcontractors and Sub-subcontractors shall be responsible for payment of all fines, damages or other costs resulting from failure to comply with the Plan requirements. The Contractor shall reimburse the Owner for any fines, damages or costs incurred (including the costs of attorneys' fees for defense and appeals) arising out of the Contractor's operations.

2.0 General Requirements

Each Contractor, Subcontractor and Sub-subcontractor shall: (a) be solely responsible for the health, safety and security of employees and others under its control and/or supervision; and (b) comply with the terms and conditions of the Project Safety and Health Management Plan (herein referred to as "Plan") attached hereto and incorporated herein by reference as if fully set forth herein. The Project Manager and Field Supervisor of each Contractor and Subcontractor must execute a copy of the Plan certifying that each will ensure that the requirements of the Plan will be fulfilled. Notwithstanding anything to the contrary that is contained herein or in the Project Safety and Health Management Plan, the Contractor and Subcontractors of all tiers are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against the Owner and the Engineer based on, arising out of or in any way involving any actual or alleged non-compliance with the Safety and Health Management Plan.

1. Contractor shall conduct its business in a professional manner to prevent the occurrence of incidents that lead to injuries or illnesses and/or equipment and property damage. Safety, health and security requirements for the Work under this Contract shall be administered by the Contractor and all of its Subcontractors and Sub-subcontractors in accordance with the following:
 - a. The importance of Safety with respect to all Work shall be recognized and accident prevention shall be an integral part of all planning and operations by the Contractor and its Subcontractors;
 - b. Contractor, Subcontractors and Sub-subcontractors shall conduct Work in accordance with: (i) the Occupational Safety and Health Act of 1970 (OSHA) and all additions, amendments and revisions thereto; and (ii) the Plan;
 - c. Contractor, Subcontractors and Sub-subcontractors shall follow all applicable federal, state and local laws/regulations pertaining to pollution control, water supply, fire protection, sanitation facilities, waste disposal and other related items;
 - d. Contractor, Subcontractors and Sub-subcontractors shall cooperate fully with the Owner and its representatives and all other Contractors and Subcontractors in providing and managing safety, health and security programs with respect to the Work;
 - e. Housekeeping shall be observed at all times and waste, debris and garbage shall be removed daily and placed in appropriate waste containers. All materials, tools and equipment shall be stored in a safe and orderly fashion.
 - f. Should Owner or its representatives notify Contractor of any safety non-compliance resulting in an unsafe act or improper equipment operation that puts the life and/or safety of Job Site personnel or other persons at risk, the Owner or its representatives shall have the right to immediately stop such Work or acts. Contractor shall correct the hazard or condition within the time specified prior to resuming Work in the area. Nothing in this Contract shall be construed as creating any duty on the part of the Owner or the Engineer to inspect the Work for safety.

2. Safety Program

- a. Any Contractor shall provide a site Safety Representative knowledgeable in the areas of construction safety, health and fire prevention. The Safety Representatives shall have completed the OSHA 500 Construction and Outreach Training Program, or have equivalent experience or training, as a minimum. This individual shall have the authority to act as liaison with the Owner and/or its representatives, other Contractors and Subcontractors on

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SIMMONS ELEMENTARY SCHOOL
POOL DECOMMISSIONING

all matters related to safety. This individual shall have full authority to ensure safe Work practices and to correct unsafe or hazardous conditions. All Subcontractors shall designate a member of supervision, who may have other duties, as its Safety Representative whose duty shall be the prevention of accidents. The Safety Representative shall have a current (within the last Two (2) Years) OSHA 10 Hour Construction Outreach Training Certificate.

- b. Contractor shall inform the Owner and/or its representatives of any federal or state inspections. Contractor shall provide Owner and/or its representatives with copies of all federal and state inspection reports, citations, penalties, abatement dates, and the like, with respect to the Work or any aspect of the Work under this Contract.
- c. The Contractor shall cooperate with the Owner and/or its representatives, who may periodically observe any aspect of the Work and/or the Project Work Site without prior notice.
- d. All lay down and storage areas shall be coordinated with the designated Project official prior to set-up of these areas. Contractor shall be responsible for the security of said area(s) and for all material, equipment and tools.
- d. Any media contact or responses to media inquiries shall be directed to the Project official designated by the Owner. Contractor and Subcontractor shall not discuss accidents, incidents or other related issues with the media.
- f. All employee vehicles shall be restricted to designated parking areas. All parking areas shall be coordinated with the designated Project official.

3. Employee and Visitor Dress Requirements

- a. All projects shall enforce a One Hundred Percent (100%) hard hat requirement for all construction areas. All supervisors, employees and visitors shall be required to wear hard hats while on the Project Site.
- b. Contractor shall ensure that all workers wear durable work shoes and under no condition shall employees wear shorts, tank tops, sleeveless shirts, clogs or footwear with large openings, street shoes, tennis shoes or sandals.
- c. All Contractors shall enforce the required no smoking/vaping policy for the entire project site at all times.

4. Failure to Comply with Safety Regulations

- a. Failure to comply with the Contract Safety Requirements shall be deemed to constitute non-compliance with the Contract and may result in remedial action as provided by the Contract.
- b. If Contractor refuses to correct unsafe or unhealthy conditions or acts, the Owner and/or its representatives may take one or more of the following actions:
 - i. Instruct the Contractor, Subcontractor or Sub-subcontractor, who shall comply with said instructions, to cease the Work, or a portion thereof, until the condition is brought into compliance with Contract and Safety Requirements;

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POOL DECOMMISSIONING

- ii. Require Contractor, Subcontractor or Sub-subcontractor, who shall comply with said requirement, to replace or supplement its site Safety Representative and/or supervisory personnel, as appropriate;
- iii. Stop payment for the Work being performed; and/or
- iv. Correct the situation using another employee or Contractor and charge Contractor who shall pay for the expenses and costs incurred.
- v. All costs associated with ensuring a safe and healthful Work environment, shall be borne by any non-compliant Contractor or Subcontractor, and costs will be charged to and/or assessed against the non-conforming Contractor or Subcontractor. Contractor, Subcontractor, and Sub-subcontractor shall be responsible for the payment of all fines and/or claims for damages levied against the Owner and/or its representatives for deficiencies relating to the conduct of the Contractor's Work.

3.0 Safety Policy Statement

Objective

The objective of this Plan is to reduce the frequency and severity of accidents on this Project. There are Three (3) sound reasons for this objective:

- 1. No endeavor is worthy if it should cause human suffering through disabling injury or loss of life.
- 2. A good safety record reflects the quality of management.
- 3. Poor accident experience increases cost, and results in a loss of profit.

Policy Statement

The safety of persons and property is of paramount importance to the Owner. This Plan will establish employee safety and health as an integral part of the overall success of this Project.

By Contract, the Contractor, all Subcontractors and Sub-subcontractors on the Project Site shall comply with the requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA) and all additions and revisions thereto, as well as any other applicable federal, state and local requirements and this Plan.

The on-site supervisory personnel are responsible for the actions of those they supervise, for maintaining safe and healthy working conditions in their areas of responsibility, and for strictly enforcing all safety and health policies and regulations. All employees shall comply with these Rules and Regulations.

4.0 Responsibilities

The Contractor, all Subcontractors and Sub-subcontractors shall prevent accidents and are responsible for thorough safety and risk control training and instruction for their employees.

The prevention of accidents and protection of property shall receive management's top priority, support and participation.

General Overview

- Provide a safe environment where employees can perform high quality Work.
- Use Safety Planning as a tool to reduce injury to persons and damage to property.
- Provide inspections to locate and abate unsafe conditions and practices before they result in bodily injury or property loss.
- Protect the public and property adjacent to the Construction Site.
- Educate and Train employees through:
 - ◆ New Hire Safety Orientation
 - ◆ Weekly Safety meetings
 - ◆ Task-Specific Safety Training, (i.e., hazard communications (HAZCOM), fall protection, construction safety practices, trenching safety, confined space entry, etc.)
- Mandatory Personal Protective Equipment (PPE) Programs.
- Injury reporting and record keeping to maintain an up-to-date accident experience and trends analysis.
- Using accident investigation information to abate deficiencies and eliminate any additional losses.
- Return-To-Work (Modified Duty) Programs.
- Site-Wide One Hundred Per Cent (100%) Six (6) Foot Fall Protection Policy. **THERE IS A ZERO TOLERANCE POLICY ON FALL PROTECTION. ONE VIOLATION OF THE FALL PROTECTION POLICY WILL RESULT IN THE CONTRACTOR REMOVING THE VIOLATING EMPLOYEE FROM THE SITE FOR THE DURATION OF THE PROJECT. THE EMPLOYEE'S SUPERVISOR MAY BE REMOVED FROM THE SITE FOR FAILURE TO ENFORCE THE FALL PROTECTION POLICY.**
- Drug and Alcohol-Free Work Place Program.

Contractor's Project Manager

The Contractor's Project Manager shall be responsible for:

- Promoting Total Job Safety with all employees and visitors;
- Accepting full and complete responsibility for the implementation and execution of the Plan on-site;
- Monitoring Contractor adherence to Plan Requirements; and
- Assisting in accident investigations with the Program's Safety Representative;

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Contractor's Project Foremen

The Contractor's Project Foreman shall be responsible for:

- Setting a good safety example for workers;
- Using Pre-Task Planning, instructing workers on Safe Work Practices and Methods to prevent injury, damage to property and loss of productive time;
- Supplying and enforcing the use of Personal Protective Equipment (PPE);
- Familiarizing workers with the Safety Requirements applicable to their Work;
- Holding weekly Tool-Box Safety Meetings with their Work crews;
- Conducting daily Safety Inspections of their Work areas;
- Assisting in accident investigations with the Program's Safety Representative; and
- Assuring that proper first-aid treatment is administered to injured employees.

Contractors, Subcontractors and Sub-subcontractors

All Contractors, Subcontractors and Sub-subcontractors shall have overall responsibility for accident prevention and implementation of this Plan for their personnel.

Each Contractor, Subcontractor and Sub-subcontractor shall designate a member of supervision, who may have other duties, as their Safety Representative in accordance with the Contract Documents. The Safety Representative shall be knowledgeable and responsible for all applicable Safety Standards and site policies. This individual shall have, at a minimum, completed the OSHA 10 Hour Construction Outreach training course within the last Two (2) Years.

The Safety Representative is responsible for performing Construction Safety Inspections and identifying and resolving any safety related concerns pertaining to their Work.

All employees shall be orientated to their company's Contractor Safety Program as well as to the Plan. Documentation of this training (which includes but is not limited to: Attendance roster, date of training and course content) shall be maintained on file.

Each Contractor shall be responsible for providing their Subcontractor's and Sub-subcontractor's Safety Representative with an emergency communication plan for use in emergency response and other safety related communications.

Although many existing hazards may be corrected through informal communications, all corrective actions must be documented.

Worker's Responsibilities

The Workers shall be responsible for:

- Working according to good safety practices as posted, instructed and discussed;
- Complying with the Plan and the Contractor's Safety Program;
- Using all required and provided safety devices;
- Reporting any unsafe situation or act to their supervisor and/or designated Safety Representative immediately;

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- Maintaining a clean and safe Work area;
- Performing assigned duties in an alert manner, free of any impairment that may affect safety;
- Following the Site's Safety Program; and
- Reporting injuries immediately to their supervisor.

5.0 Safety Related Meetings and Training

Safety Meetings and Training shall be conducted by the Contractor, all Subcontractors and Sub-subcontractors. The following meetings and training shall be conducted, documented and maintained on file:

- Indoctrination (Orientation) Safety Training
 - ◆ All new employees and visitors to the Construction Project shall be properly trained and oriented with regards to the Safety Plan, hazard recognition, Site-Specific Safety Requirements, emergency procedures, first-aid/medical procedures, assigned Panel of Physicians, etc.
- “Tool Box” Safety Meetings
 - ◆ The Contractor, all Subcontractors and Sub-subcontractors shall conduct weekly Safety Training Meetings with all employees working on the Construction Project. This training shall be conducted by a supervisor or foremen.
 - ◆ The meetings shall cover any Hazardous Work Conditions, unsafe Work practices that have been identified, safe working practices, review of accidents and near-misses that have occurred on the Construction Project and safety rules and regulations.
 - ◆ This training shall be documented to include names of employees attending the training and an outline of all topics discussed.
- Weekly Progress Management Meetings
 - ◆ Safety shall have a portion of the agenda in all Progress Meetings for discussion of the previous week’s safety issues and to discuss the current week’s activities. Minutes from the Progress Meetings shall reflect safety items discussed and any proposed resolution to issues.
- Periodic Safety Management Meetings
 - ◆ Upon request by the Owner or its representatives, a Safety Management Meeting will be held periodically on the Construction Project to review on-going safety issues. The Contractor’s, all Subcontractor’s and Sub-subcontractor’s Safety Representatives, Project Managers and Project Safety Representatives shall attend these meetings.
 - ◆ If the Contractor, any Subcontractor or Sub-subcontractor has a lost-time injury, a representative of the respective company shall explain at the next Safety Meeting:
 - Why the accident occurred?
 - What corrective measures have been taken to prevent similar injuries from occurring?
 - What the claim status of the injured employee is?
 - What, if any, alternative (modified duty) work has been provided?

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➤ Pre-Shift Hazard Recognition Training

- ◆ The Contractor, all Subcontractors and Sub-subcontractors shall hold Pre-Shift Hazard Recognition Training with each work crew working under the following conditions:
 - One Hundred Percent (100%) Fall Protection
 - Scaffold Erection and Dismantling
 - Crane and all Material Hoisting Operations
 - Excavation and Trenching Operations
 - Non-Routine Work Operations, i.e. Emergency Procedures, Industrial Hygiene, etc.
 - Confined Space Operations

6.0 Project Disciplinary / Corrective Procedures

General Statement. The Project Disciplinary/Corrective Procedures are intended to encourage compliance with the requirements of OSHA, other applicable federal, state and local requirement, and this Plan. Workers performing Work in an unsafe manner shall be subject to counseling, training, discipline, transfer or termination.

Responsibilities of Contractor and Subcontractors. Each Contractor and Subcontractor shall respond to each work injury and known unsafe act as follows:

1. **Investigation.** The Contractor or Subcontractor, as applicable, shall conduct a proper investigation to determine: (a) the nature of the unsafe act; (b) the reasons the unsafe act occurred; and (c) the identity of the individual(s) who engaged in or was responsible for the unsafe act. With respect to any individual employee or representative who was identified as having engaged in or being responsible for an unsafe act, the following information shall be among the information reviewed and considered:
 - a. The individual's past training and experience as is relevant to the unsafe act committed;
 - b. The individual's prior disciplinary record;
 - c. The individual's prior record with respect to: (i) engaging in or allowing unsafe acts, and (ii) following instructions and directions; and
 - d. The individual's degree of culpability.
2. **Prevention.** The Contractor or Subcontractor, as applicable, shall take action that is reasonably calculated to insure that:
 - a. The unsafe act will not be repeated; and
 - b. That the individual(s) responsible for engaging in or allowing the unsafe act to occur will not engage in or allow unsafe acts to occur in the future.
3. **Disciplinary/Corrective Options.** The options available to Contractors and Subcontractors when taking action that is reasonably calculated to ensure that the unsafe acts will not be repeated and that responsible individuals will not engage in or allow unsafe acts to occur include:

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- a. Additional training for workers in general and/or to the responsible individual in particular;
 - b. Job performance counseling of the responsible individual(s);
 - c. Verbal Warning (which shall be documented);
 - d. Written Warning;
 - e. Suspension from Work without pay;
 - f. Transfer off the Project; and
 - g. Discharge from employment.
- 4. Guiding Principles.** Contractors and Subcontractors shall decide which option(s) to exercise in accordance with the following guiding principles:
- a. Nothing in this Plan shall be construed to require any Contractor or Subcontractor to violate the terms or conditions of any applicable law, collective bargaining agreement or employment contract;
 - b. If any individual engages in a repeated unsafe act(s), a repeated violation(s) of the Contract, a repeated violation(s) of OSHA requirements, or a repeated violation(s) of this Plan, the actions taken by the Contractor or Subcontractor, as applicable, shall be progressive in severity and consequence;
 - c. Nothing in this Plan requires progressive discipline as a precondition to any suspension, transfer or discharge from employment and the Contractor or Subcontractor may impose a suspension, transfer or discharge for safety violations if it so chooses without having engaged in prior progressive discipline;
 - d. It is expected that individuals who engage in or who are responsible for any unmitigated life threatening conduct or for willful disregard to the safety requirements of this Plan shall be subject to immediate discharge or permanent transfer off the Project.
- 5. Follow Up.** Contractors and Subcontractors shall take follow up action to ensure that the actions taken are effective. If it is observed that the actions originally taken have not been effective to prevent a repeat of the particular unsafe act or to prevent the particular individual(s) from engaging in that or other unsafe acts, the Contractor or Subcontractor, as applicable, shall take more aggressive disciplinary and corrective action.
- 6. Documentation.**
- a. Each Contractor and Subcontractor shall fully document the following:
 - i Known unsafe acts;
 - ii The investigation undertaken in accordance with these procedures;
 - iii The disciplinary and/or corrective action taken;
 - iv The rationale for choosing the particular action taken;
 - v The follow up action that is planned;
 - vi The follow up action that is taken; and
 - vii The results of the follow up action.
 - b. The documentation shall be maintained in an organized manner by each Contractor or

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Subcontractor as applicable and in accordance with the Record-Keeping requirements of this Plan. Records of discipline, job counseling and training shall be placed in the personnel file of the employee. Copies of the documentation shall be provided to the Owner and/or its representatives.

7.0 Record-Keeping and Files

The Contractor, all Subcontractors and Sub-subcontractors shall maintain a master or central file for safety and health related documentation on the Job Site. Files shall be maintained in such a manner that distinguishes each Contractor and their Subcontractors and Sub-subcontractors.

The Owner and/or its representatives shall have the right to review all documentation at any time upon request. The Contractor shall give full cooperation during these reviews.

The following documentation shall be in the Safety Files:

- The Contractor Safety Plan.
- Hazard Communication Program, including current Material Safety Data Sheets (MSDS).
- Site Emergency Plans.
- All required safety & health permits.
- Weekly Tool Box/Tailgate Safety Meeting reports – including meeting topic(s) and employee attendance/sign-up sheets.
- Specific job hazard worker training.
- Job Site Safety Inspection reports – including documentation of corrective measures for closure.
- Equipment inspection reports.
- Crane inspection reports – daily and monthly (annual certification reports required prior to equipment operation).
- Employee orientation training records.
- Accident investigation reports, including near misses.
- Job Hazard Analysis.
- Competent person qualifications.
- Written Safety Violations.

8.0 Job Site Inspections

Inspections

Daily Safety and Health Inspections shall be continually conducted by the Contractor, all Subcontractors and Sub-subcontractors for each of their respective Work areas on the Job Site. Documentation of all identified and corrected deficiencies shall be maintained on file.

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Corrective Measures

Corrective Measures to abate all deficiencies shall be completed immediately if life-threatening/serious conditions exist or no later than the end of the working shift for non-life threatening/serious conditions. All Work shall be stopped until imminent danger hazards have been abated. Documentation of these corrective measures shall be provided to the Program's Safety Representative.

If a deficiency can not be abated within the same shift, a letter shall be provided to the Owner or its representatives outlining the reason(s) why and the step(s) taken as an interim measure to control the potential hazard.

Non-Abatement

If Contractor, Subcontractor or Sub-subcontractor fails to make corrections to identified deficiencies in a timely manner, the Owner or its representatives will:

- Notify the Contractor in writing to take prompt corrective action to eliminate Construction Safety and Health concerns. Written notification will describe specific contract or code violations;
- Resolve outstanding Construction safety issues and maintain documentation of corrective actions;
- Report in writing to the Contractor, the name(s) of the individual(s) and their supervisor(s) who are observed to violate Construction Safety Requirements, with copies to the Project File. If necessary, the Owner or its representatives may require the Contractor to remove these individual(s) and/or their supervisor(s) from the Job Site.

Stoppage of the Work

The Owner and/or its representatives shall be authorized to order, at the Contractor's expense, a stoppage of the Work until unsafe conditions are abated.

9.0 Drug and Alcohol Free Workplace Program

General Statement. The Owner is committed to maintaining a drug and alcohol free workplace. The Owner has a vital interest in maintaining safe, healthful and efficient working conditions. Alcohol and illegal drug use or possession pose a serious threat to workplace safety and health. Impairment from alcohol and the use and possession of illegal drugs pose a danger. The costs associated with implementing the Drug and Alcohol Free Workplace Program, (herein referred to as "Program") shall be the responsibility of the Contractor, Subcontractor or Sub-subcontractor, as applicable.

Responsibilities of Contractor and Subcontractors. Contractors and subcontractors shall adopt, implement and enforce drug and alcohol free workplace programs that comply with the following minimum conditions:

1. Employee Prohibitions
 - a. No covered employee shall report for duty or remain on duty (i) while having an alcohol concentration of 0.04 or greater; (ii) while possessing alcohol; (iii) while using alcohol; or (iv) within Four (4) Hours after using alcohol.
 - b. No covered employee shall report for duty or remain on duty when the employee uses any controlled substance (except when the use is pursuant to the written instructions or

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prescription of a physician who has advised the employee that the substance does not adversely affect the employee's ability to work safely) or tests positive for controlled substances.

- c. No covered employee required to take a post-accident alcohol test under this program shall use alcohol for Eight (8) Hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever first occurs.
 - d. No covered employee shall refuse to submit to a post-accident alcohol or controlled substances test required under this program or a reasonable suspicion alcohol or controlled substances test required by this program, or a follow-up alcohol or controlled substances test required under this program.
2. Employee Duties
- a. Covered employees shall comply with all mandates and prohibitions contained in this Program.
 - b. Covered employees shall cooperate fully with all required testing and shall promptly report to all testing as directed.
 - c. Covered employees are required to notify the Contractor or Subcontractor as applicable if they are taking any therapeutic drugs and shall supply a written certification on a form provided by the Contractor or Subcontractor from the physician prescribing the drug(s) that the substance(s) will not adversely affect the employee's ability to work safely and to comply with the safety requirements on the job.
3. Consequences of Covered Employees Engaging in Substance Use-Related Conduct.
- a. Consistent with contractual, legal and constitutional requirements, a determination shall be made by the Contractor or Subcontractor, as applicable, as to the appropriate disciplinary action, if any, to be imposed upon any covered employee who violates any of the prohibitions or mandates of this Program. Nothing in this Program shall be construed to limit the authority of any Contractor or Subcontractor to impose discipline, including discharge, as it shall determine so long as the minimums set forth in this Program are satisfied. Unless prohibited by law, contract or collective bargaining agreement, any employee who engages in any of the following conduct shall not be permitted access to the Construction Project and shall not be permitted to engage in any of the Work:
 - i Fails a drug test;
 - ii Possesses illegal drugs;
 - iii Refuses to submit to a drug or alcohol test;
 - iv Is in possession of alcohol on the Work Site; or
 - v Is convicted or pleads guilty or *nolo contendere* of illegal drug use, possession or trafficking.
 - b. Any covered employee tested under this Program who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay at least until the start of the employee's next regularly scheduled duty period that is at least Twenty-Four (24) Hours following the administration of the test.
 - c. Any covered employee: (i) who reports or remains on duty while having an alcohol concentration of 0.04 or greater, possessing alcohol, using alcohol or having used alcohol

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within Four (4) Hours of reporting to Work; or (ii) who reports or remains on duty when the employee uses or has used any controlled substance (except when the use is pursuant to the written instructions or prescription of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely Work and the employee has so advised the Contractor or Subcontractor) or tests positive for controlled substances; or (iii) who consumes alcohol in contravention of a post-accident alcohol test requirement or refuses to submit to any drug or alcohol test required under this Program, and who is not to be discharged from employment, shall be suspended without pay and shall not be reinstated until the following requirements have been met:

- i The employee has been advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs; and
 - ii The employee has been evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use; and
 - iii The employee has undergone a return-to-work alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved a controlled substance; and
 - iv If the employee has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use, the employee shall be evaluated by a substance abuse professional to determine that the employee has properly followed a rehabilitation program as prescribed.
4. Mandatory Drug and Alcohol Testing. Contractors and Subcontractors shall, as part of this Program, adhere to the following Post-Accident, Reasonable Suspicion, Return-to-Work and Follow-Up drug and alcohol testing of covered employees:
- a. Post-Accident Testing. As soon as practicable following an accident in connection with the Work involving any personal injury of the employee or of another requiring medical attention or first aid, or any property damage greater than One Thousand Dollars (\$1,000), the employee shall be tested for alcohol and controlled substances.
 - i. An employee who is subject to post-accident testing under this policy shall remain readily available for such testing or may be deemed by the Contractor or Subcontractor, as applicable, to have refused to submit to testing;
 - ii. If a post-accident alcohol test is not administered within Two (2) Hours following the accident, the Contractor or Subcontractor as applicable, shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within Eight (8) Hours following the accident, attempt to administer the alcohol test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record setting forth why testing was not performed.
 - iii. If a post-accident controlled substances test is not administered within Thirty-Two (32) Hours following the accident, attempts to administer the test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record stating the reasons why the test was not administered within the required time.

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- iv. A breath or blood test for the use of alcohol or a urine test for the use of controlled substance conducted by federal, state or local officials or policy having authority to conduct such testing shall be considered to meet the requirements of this Program if the results will be turned over to the Contractor or Subcontractor.
- b. Reasonable Suspicion Testing. A covered employee shall be required to submit to an alcohol and/or controlled substances test when the Contractor or Subcontractor, as applicable, has reasonable suspicion that the employee is using or has used alcohol or controlled substances in violation of the prohibitions or mandates of this Program.
 - i. The determination that reasonable suspicion exists to require an employee to undergo testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion as to alcohol use may be based only on observations made while the employee is working or just before the employee begins Work or just after the employee stops working.
 - ii. The Contractor and Subcontractors shall designate individuals who shall have obtained necessary training that covers the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. Only those so trained are permitted to make the determination that can lead to Reasonable Suspicion Testing.
 - iii. Reasonable Suspicion Testing may not be performed by the individual who made the determination that there was reasonable suspicion for testing.
 - iv. A written record shall be prepared and maintained setting forth the basis and observations for the reasonable suspicion leading to the testing. With respect to suspicion related to controlled substances, such record shall be made and signed by the individual who made the observation within Twenty-Four (24) Hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.
 - v. Reasonable Suspicion Alcohol Testing shall be required while the employee is working, just before the employee begins work, or just after the employee stops working. If an alcohol test is not administered within Two (2) Hours following the determination that reasonable suspicion exists, the Contractor or Subcontractor shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within Eight (8) Hours following the determination that reasonable suspicion exists, attempts to administer the alcohol test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record setting forth the reasons the test was not administered. Notwithstanding the absence of a reasonable suspicion alcohol test, where there was reasonable suspicion of alcohol use, the employee shall not be permitted to work until:
 - (1) An alcohol test is administered and the employee's alcohol concentration measures to less than 0.02; or
 - (2) Twenty-Four (24) Hours have elapsed following the determination of reasonable suspicion.

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- c. Return-to-Work Testing. No employee may return to work after engaging in conduct prohibited by this Program until after he or she has, as appropriate, undergone an alcohol test with a result indicating an alcohol concentration of less than 0.02 or a controlled substances test with a result indicating a verified negative result for controlled substance use.
 - d. Follow-Up Testing. Any employee who is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced Follow-up Testing as directed by a substance abuse professional. Follow-up Testing shall be conducted only when the employee is working, just before the employee begins work, or just after the employee has stopped working.
5. Miscellaneous
- a. A “covered employee” under this program shall mean any person who is an employee of the Contractor or any Subcontractor and who engages in any Work that is subject to the safety requirements of the Contract or this Plan and any employee of any Contractor or any Subcontractor who operates a commercial vehicle as defined by law in connection with any of the Work.
 - b. The means, manner and methods of the testing procedures for alcohol and substances under this Program shall be in accordance with the procedures set forth in Title 49, Part 40 of the Code of Federal Regulations, which, by this reference, are hereby incorporated herein by reference as if fully set forth herein. Without intending to limit the generality of the foregoing requirement, preparation for testing, specimen collection procedures, laboratory personnel requirements, laboratory analysis procedures, quality assurance and quality control procedures, reporting and review of results procedures, protection of employee records procedures, individual access to test and laboratory results, use of certified laboratory requirements, breath alcohol technician requirements, breath alcohol device requirements, quality assurance plans, procedures for confirmation of tests, refusal to test and uncompleted test procedures, inability to provide an adequate amount of breath, invalid test procedures, etc., as governed by 49 CFR, Part 40, shall all be implemented by Contractors and Subcontractors with respect to any drug or alcohol test administered in accordance with this Program.
 - c. Work Related Injuries. Contractors and Subcontractors shall require Post-Accident Testing in accordance with the terms and conditions of this Program in the event of any accident that results in a work-related accident. The Post-Accident Testing may be arranged by the Contractor or Subcontractor or may be arranged by the Workers’ Compensation carrier. In either event, the procedures contained in 49 CFR, Part 40, shall be followed.
 - d. Employee Training. Each Contractor and Subcontractor shall require that all employees are trained and periodically retrained in the requirements of the Drug and Alcohol Free Workplace Program. This training shall be properly documented.

10.0 Accident/Injury Management

Accident Reporting

All accidents resulting in employee injury, property damage, or involving the public shall be reported immediately to the project officials in accordance with the claims reporting instructions provided by the Contractor's Insurance Administrator. All accidents resulting in injuries or illnesses shall be thoroughly investigated by the *injured worker's supervisor*.

The Contractor shall complete an Accident Investigation Report for all accidents resulting in employee injury, property damage, public involvement or near miss incidents. All Contractors shall cooperate with the Owner and its representatives in the investigation, analysis and defense of any claim, accident, occurrence or insured loss.

Accident Investigation

A formal written "Accident Investigation Report" and "First Report of Injury" shall be completed by the end of the working day/shift of the accident. Identification and review of accident causes shall be completed, identifying corrective actions, persons responsible for corrective actions and date of completion shall be established. Follow-up documentation verifying corrective action shall be required.

Copies of all accident investigation documents shall be maintained on file.

11.0 Workers' Compensation Claims Cooperation

Responsibilities of Contractor and Subcontractors

Contractors and Subcontractors shall adopt, implement and enforce a Workers' Compensation Program that complies with the following minimum conditions:

- 1. Compliance with Posting and Notice Requirements.** Each Contractor and Subcontractor shall comply with all posting and notice requirements imposed by Pennsylvania's Workers' Compensation Act. Contractors and Subcontractors shall maintain documentation proving that they have complied with these requirements.
- 2. Posting and Designation of Physicians.** In the event that the Workers' Compensation insurer has provided a list of designated physicians to the Contractor and/or Subcontractor, the Contractor and Subcontractor shall properly post and provide notice of the designated physicians to employees in accordance with the requirements of the Workers' Compensation Act. Contractors and Subcontractors shall maintain documentation proving that they have complied with these requirements. Where a designated physician panel is in place, Contractors and Subcontractors shall take action to ensure that injured employees receive treatment from the designated physicians in accordance with the law.
- 3. Notice of Workers' Compensation Injuries.** Contractors and Subcontractors shall receive reports of occupational injuries and diseases in accordance with the terms and conditions of the Workers' Compensation Act and shall promptly complete and file the necessary forms and reports with the Commonwealth and the insurer or its representative.
- 4. Participation in Claims Meetings.** Contractors and Subcontractors shall participate in claims review meetings when and if scheduled by the Workers' Compensation insurer or its representative.

5. **Return-to-Work Programs.** Contractors and Subcontractors shall cooperate with the Workers' Compensation insurer or its representative to return injured employees to Work as soon as possible consistent with their medical capabilities. Contractors and Subcontractors shall consider and offer modified Work to employees when such Work is available or can reasonably be made available.
6. **Litigation Cooperation.** In the event that there is any litigation growing out of a Work related injury, each Contractor or Subcontractor, as applicable, shall cooperate with the insurer, its representatives and attorneys, in the defense of the claim and shall make necessary evidence and witnesses available for hearing preparation and testimony.
7. **Nothing in this Plan shall be construed as a requirement that any Contractor or Subcontractor take any action that is in violation of law, any applicable collective bargaining agreement or contract.**

12.0 General Safety and Health Policies

All employees shall use protective equipment prescribed by federal, state, and local laws and by this Plan to control hazards or other exposure to illness or injury. **Any employee who willfully refuses to use prescribed protective equipment designed to protect them or willfully damages such equipment shall be subject to disciplinary action which may include immediate removal from the Job Site.**

Competent Person Requirements

The Contractor, all Subcontractors and Sub-subcontractors shall develop and maintain documentation identifying employee(s) designated as a competent person(s). The qualifications for Competent Persons are identified in the Subpart of OSHA 29 CFR 1926. NOTE: Various subparts of OSHA have interpretations as to the qualifications and training required to be designated as a Competent Person (i.e., Subpart P – Excavations; Subpart L – Scaffolding; etc.)

Personal Protective Equipment

Eye and Face Protection

Contractors, Subcontractors and Sub-subcontractors shall provide, maintain and manage eye and face protection for their employees in accordance with OSHA Construction Standards 29 CFR 1926.102.

The Owner and/or its representatives reserve the right to mandate a 100% Eye Protection Policy throughout designated phases of the Work or specific areas of the Project if it is deemed necessary.

Only clear safety glasses shall be worn inside any building(s).

Head Protection

All Construction workers shall wear hard hats which meet ANSI Z 89.1-1986, One Hundred Percent (100%) of the time while on the Construction Site. Hard hats should display the company decal where the employee works.

All delivery personnel, vendors and visitors shall wear approved hard hats while on the Construction Site.

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Hearing Protection

All Work areas identified as high noise exposure shall be properly posted to warn employees of the exposure.

Appropriate hearing protection shall be worn in Work areas where noise levels are 85 dBA or greater.

Respiratory Protection

Contractors whose Work activities warrant that employees wear respiratory protection, shall establish and implement a Respiratory Protection Program. The Program shall meet the requirements set forth in 29 CFR 1926.134.

Foot Protection

All personnel on the Construction Site shall wear leather hard-soled work boots. No one is permitted to wear sneakers (including ANSI approved), tennis shoes or athletic shoes of any type, sandals, high heels or open toed shoes on the Construction Site.

Clothing

Suitable clothing for Construction Work shall be worn on the Construction Site. Shirts with sleeves (at least t-shirt (4 inches in length) and full-length pants shall be required. Polyester or similar material is not allowed. Shorts, sweat pants or tank-tops are not allowed.

Fall Prevention

The Fall Prevention Policy is based on the following observations:

- All fall hazards can be eliminated, prevented and/or controlled.
- To control fall hazards is morally responsible, good business and cost effective.
- The establishment and implementation of a Fall Prevention Program is the most effective way to provide a continuous process to identify, evaluate and control fall hazards.

No person/employee shall be exposed to a fall hazard from any elevation greater than Six (6) Feet. In addition, all other construction activities that involves fall protection/prevention shall be performed in accordance with 29 CFR 1926, Subpart M:

- Employees exposed to a fall distance of Six (6) Feet or more (no exceptions), or less where the distance has a likelihood of a serious or fatal injury, shall be protected by the means of a Fall Protection System. **THERE IS A ZERO TOLERANCE POLICY ON FALL PROTECTION. ONE VIOLATION OF THE FALL PROTECTION POLICY WILL RESULT IN THE CONTRACTOR REMOVING THE VIOLATING EMPLOYEE FROM THE SITE FOR THE DURATION OF THE PROJECT. THE EMPLOYEE'S SUPERVISOR MAY BE REMOVED FROM THE SITE FOR FAILURE TO ENFORCE THE FALL PROTECTION POLICY.**
- Fall prevention controls shall be based on the principle that engineering and design techniques for the elimination and prevention of fall hazards shall be utilized above and beyond the use of Personal Fall Protection Equipment. When it is not feasible to provide fall prevention controls, workers exposed to falls shall be equipped with:

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- ◆ Only full-body harnesses and Lanyards with shock absorbers with locking snap-hooks. Body Belts are not permitted on the Project. All Personal Fall Protection Equipment shall be compatible and all manufacturers equipment guidelines shall be understood and followed.
- ◆ Appropriate anchorage points, capable of supporting Five Thousand (5,000) Pounds per worker attached shall be properly installed.
- Contractors performing structural erection activities (such as precast concrete and steel erection) shall provide upon request a "Task Specific Fall Protection Plan" which complies with the Six (6) Foot Fall Protection Requirement. **THE ABOVE STATED ZERO TOLERANCE POLICY FOR FALL PROTECTION ALSO APPLIES TO STEEL ERECTION.**
- Ladders (straight, extension & step) shall be used only for employee access and short duration miscellaneous light Work where 3-point contact with the ladder can be maintained. If ladders are to be used for performing long duration heavy Work at heights Six (6) Feet and greater (or any height where the likelihood of a serious or fatal injury exists), the fall hazards shall be controlled through the use of fall protection.

Excavations and Trenches

Excavations shall be performed in accordance with 29 CFR 1926, Subpart P:

- A safe means of access and egress shall be provided for employees from excavations and trenches regardless of their depth at intervals that provide no more than Twenty-Five (25) Feet of lateral travel.
- A Competent Person shall be present anytime excavation Work is performed. The Competent Person shall inspect each excavation before the start of each shift and as conditions change (rain run-off, seeping water, freezing/thawing conditions, vibration, atmospheric conditions, etc.). All inspections shall be documented and maintained on file.
- All soils shall be classified as type "C" until the Competent Person can demonstrate the soil can be reclassified as another type, using acceptable soil analysis practices.
- All open excavations and trenches shall be barricaded or adequately guarded at all times with highly visible material.
- Equipment, material and spoil piles shall not be placed closer than Two (2) Feet from the excavation or trench edge.
- Atmospheric testing shall be conducted and completed in excavations and trenches where possible hazardous conditions exist prior to employees entering.

Electrical

Electrical Work shall be performed in accordance with 29 CFR 1926, Subpart K:

- Only qualified electricians familiar with code requirements shall be allowed to perform electrical Work.
- Extension cords used with portable electrical tools and appliances shall be heavy duty and of the three-wire type. Cords shall be covered, elevated or otherwise protected from damage which would create a hazard to Construction Site Personnel.

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- Electrical cords and equipment shall be visually inspected before each shift for external defects. All damaged and defective cords shall be removed from service immediately (this includes cords with the ground prong missing). Cords shall be repaired with approved heat-shrink methods, electrical tape is not permitted.
- All temporary electrical tools, cords and equipment shall be properly protected by Ground Fault Circuit Interrupters (GFCI). All portable generators shall have properly functioning GFCI outlets. GFCI receptacles shall be tested monthly with a multi-range GFCI tester (the tests shall be documented) to insure the GFCI is properly functioning and protecting the worker.
- Electrical equipment or machinery shall be de-energized and rendered inoperative by the electrician performing Work on the system. Any company performing Work on electrical equipment shall develop a "task-specific" lockout/tagout safety plan. Lockout/Tagout shall be performed in accordance with 29 CFR 1910.147. The failure to follow lockout/tagout procedures will result in immediate removal from the Project.

Scaffolds

Scaffold Work shall be performed in accordance with 29 CFR 1926, Subpart L:

- Lean-to scaffolds and makeshift platforms shall be prohibited.
- Scaffolds shall not be used for storage of materials except material currently being used.
- All scaffolds shall be adequately designed to carry, without failure, Four (4) Times the maximum intended load. At no time shall any scaffold be overloaded.
- All scaffolds shall be maintained in safe condition. Scaffolds damaged or weakened, from any cause, shall be immediately removed from service.
- Scaffolding more than Six (6) Feet above the working surface shall have standard guardrails and toeboards properly installed.
- Each Contractor working with scaffolds shall designate, in writing, the name of their designated Competent Person for erection, dismantling, altering and moving of scaffolds.
- Scaffolds shall be inspected prior to each shift by the designated Competent Person.
- Proper access shall be provided for all employees to working areas. Employees shall not climb on cross-bracing to access scaffold.
- Scaffolds shall be erected on sound, rigid surfaces. Base-plates and mud-sills shall be used with all scaffolds. Unstable objects such as brick, block, etc. shall not be used to support scaffolds.

Welding and Cutting

Welding and Cutting Work shall be performed in accordance with 29 CFR 1926, Subpart J:

- Welding leads and cutting hoses shall be kept clear of walkways and stairways.
- Flash arrestors shall be installed on both oxygen and acetylene hoses at the regulator connection.
- All welders shall wear approved eye and head protection when welding. All personnel assisting the welder shall also wear approved protective eye protection.
- Prior to welding or cutting a "20-ABC" rated fire extinguisher shall be within easy reach of the worker. A fire watch shall be stationed at all locations where sparks and/or flames may fall to a lower floor/work area or to another side of a wall.

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- A suitable cylinder truck, with chain, shall be used to keep cylinders from being knocked over while in use.
- Spent welding rods shall be picked up and disposed of daily.
- When practical, all welding and cutting operations shall be shielded by non-combustible or flame-proof screens.
- Oxygen and acetylene cylinders shall not be stored inside buildings.
- Rubber boot protectors shall be provided on all welding leads where they make connections at the welding machine.
- All Contractors performing any welding or cutting activities shall ensure compliance with OSHA 29 CFR 1926.1153 rules and regulations to prevent any silica exposure.

Cranes

Crane Operations shall be in accordance with 29 CFR 1926, Subpart N:

The following requirements shall be followed by the Contractor and all tiered Subcontractors for all cranes entering the Construction Area:

- All hydraulic and lattice boom cranes operating on the Construction Site shall be equipped with a functioning "anti-two blocking" device.
- The operator shall know the weight of every suspended load, regardless of size.
- All cranes shall have an annual inspection (completed and certified by a nationally recognized crane inspection organization).

All crane operators shall be qualified prior to operating any crane on the Job Site:

- Operators shall meet the requirements of Chapter 5, ANSI B30.5c-1992.
- An up-to-date résumé detailing the operator's qualifications (i.e., years of experience, previous jobs worked on, etc.) shall be maintained in the Contractor's and/or any Subcontractors and Sub-subcontractor's files at the Job Site.
- Before any operator is allowed to operate a crane on the Construction Site, the Contractor and/or Subcontractors and Sub-subcontractors shall have the operator perform a functional operation appraisal to ensure the operator is qualified. This shall be documented and maintained on file.

Cranes shall be inspected for safety-related deficiencies and defective/damaged parts that effect the safe operation of a crane. Cranes shall be immediately removed from service until repairs can be made. The following inspection criteria shall be followed:

- After set-up and prior to initial lift;
- Before each shift;
- After every malfunction;
- Manufacturer's inspection guidelines.

Motor Vehicles and Heavy Equipment

Heavy Equipment Work shall be performed in accordance with 29 CFR 1926, Subpart O:

- All employees who operate equipment and vehicles shall have sufficient experience with that particular piece of equipment and shall be trained in the safe operation of that equipment.
- All heavy equipment including: cranes, forklifts, dozers, endloaders, etc. shall have a reverse signal/back-up alarm audible above surrounding background noise.
- No one shall ride in a vehicle or mobile equipment unless they are in a seat (exceptions, if the equipment is designed to be operated while standing up). Riding in the back of pick-up trucks shall not be allowed.
- All motor vehicles and equipment brought on-site shall be thoroughly inspected and shall be in safe operating condition.

Demolition Activities

All Contractors performing any removal or demolition activities shall ensure compliance with OSHA 29CFR 1926.62 rules and regulations to prevent any lead contamination.

13.0 Infectious/Communicable Disease Plan (ICDP)

Objective

The Contractor recognizes that public health promotes the welfare of the entire population, ensures its security, and protects it from the spread of infectious/communicable diseases. The Contractor further recognizes that Federal and State Governmental responsibilities for public health extend beyond voluntary activities and may include additional authorities such as orders related to quarantine, isolation, stay at home, travel restrictions, work restrictions, or other requirements to protect each person on the job site.

Policy Statement

By Contract, the Contractor, all Subcontractors and Sub-subcontractors on the Project Site shall comply with any orders, requirements or recommendations issued by the following entities regarding infectious or communicable diseases:

- Federal Department of Health and Human Services Center for Disease Control (CDC)
- Federal Occupational Safety and Health Administration
- Pennsylvania Department of Health (PA-DOH)
- The Office of the Governor of Pennsylvania
- Any other applicable federal, state and local requirements.

The on-site supervisory personnel are responsible for the actions of those they supervise, for maintaining safe and healthy working conditions in their areas of responsibility, and for strictly enforcing, at a minimum, the following safety and health protocols during periods of active orders related to quarantine, isolation, stay at home, travel restrictions, work restrictions, or other requirements.

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Common Practices

A. Control of Worksite and Contractor responsibility for Common Protocols

1. Contractor shall appoint a pandemic safety officer properly trained to provide controls and oversight of procedures related to site and building controls and cleanliness, and in particular, to coordinate entry of each worker prior to entering site. Contractor's pandemic safety officer shall be called "coordinator" and shall be the coordinator of personnel information for site access and shall perform the following limited duties to coordinate common protocols.
 - a. Verify that any person entering the worksite has received an orientation regarding worksite protocols specific to the current disease and/or orders and provide the orientation to any personnel who has not completed it.
 - b. Perform any other verification or checks of each worker in accordance with current orders, requirements, or recommendations issued by agencies listed in the Policy Statement.
 - c. Verify and record that adequate and designated wash and toilet facilities are being properly cleaned on a regular basis.
 - d. Collect all visitor and orientation data and provide electronically to Owner, CM / Engineer and contractor superintendent when required.
2. Contractor shall provide any disease related signage to communicate key OSHA, CDC and other governmental recommendations (and post signage where appropriate) to staff and tradespeople. Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in other workplace areas where they are likely to be seen when required by current health guideline or at request of the Owner, CM / Engineer.

B. Contractor to provide temporary toilet facilities and hand wash stations in a minimum quantity of 1 for every 10 persons on the jobsite on a regular basis.

- a. Wash stations and toilet facilities should be paired together and placed in locations for easy access by personnel and for cleaning operations.
 - i. All facilities are to be posted with proper hand washing procedures.
 - ii. All facilities are to be cleaned and sanitized daily. Avoid cleaning techniques, such as using pressurized air or water sprays, that may result in the generation of bioaerosols.
 - iii. All facilities are to be supplied with toilet paper, paper towels and hand sanitizer or soap and water.
 - iv. All facilities are to be provided with disposable plastic waste bags of sufficient size to handle daily waste. Bags are to be supported in containers or frames to keep them upright, open and accessible.

C. Contractor shall perform daily sanitizing, cleaning and providing supplies for all temporary wash stations and toilet facilities. Contractor shall also provide regular sanitizing and cleaning of all touch surfaces and other areas as noted below.

- a. Avoid cleaning techniques, such as using pressurized air or water sprays, that may result in the generation of bioaerosols.

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Recommended Minimum Plan Protocols:

A. Control and Cleaning of Worksite:

1. Identify and use defined entrances and exits for trades people.
2. Develop site specific procedures for the receiving of deliveries and unloading.
3. Limit visits from third parties not specifically involved in the work process.
4. To the maximum extent possible, continue to promote social distancing and support the containment of propagation should it arise.
5. The Contactor shall be diligent in the frequency of cleaning especially in enclosed spaces. It is recommended that knobs and handles on all entry doors, faucets, toilets, coffee machines and water coolers be cleaned daily. Frequent cleaning of all surfaces that are handled by personnel will be necessary. Avoid cleaning techniques, such as using pressurized air or water sprays that may result in the generation of bioaerosols.
6. Any contractor offices at the jobsite shall implement additional cleaning measures as recommended by the CDC. Employees are responsible for cleaning their workstation area with disinfectant wipes.
7. Identify specific locations and practices on the site and in the building for daily trash such as: paper, hand towels, food containers, etc. Instruct workers responsible for trash removal in proper PPE/hand washing practices.
8. Any other measures deemed to increase the safety or limit the propagation of the virus.

B. PPE and Recommendations for Individuals:

1. Workers are to be instructed to clean their hands often with an alcohol-based hand sanitizer that contains at least 60-95% alcohol or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
2. As written above, PPE is the responsibility of each contractor. Do not share personal protection equipment (PPE). Ensure used PPE is disposed of properly.
3. Utilize disposable gloves where appropriate and instruct workers to wash hands after removing gloves and dispose of them properly.
4. Disinfect reusable supplies and equipment.
5. In such cases when dictated by the CDC or other entity as listed in the "Policy Statement" of this Article, appropriate face masks, face shields and other PPE must be worn.
6. Any other measures deemed to increase the safety or limit the propagation of the virus.

Government Reference Sources Applicable to Current Orders:

- PA GCAP - <https://www.mbawpa.org/news/covid-19-response/>
- Centers for Disease Control and Prevention - <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- AGC of America has assembled general guidance and links to information from our federal agency partners and health organizations. <https://www.agc.org/coronavirus-covid-19>
- For OSHA standards and directives and other related information that may apply to worker exposure to COVID-19, visit their website: <https://www.osha.gov/SLTC/covid-19/standards.html>

END OF SECTION 008200

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Purchase contracts.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.
10. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Hatboro-Horsham School District Simmons Elementary School Pool Decommissioning – CHA Project No. 105392

1. Project Location: Simmons Elementary School – 411 Babylon Road, Horsham, PA 19044
2. Applicable County: Montgomery County
3. Applicable Local Municipality: Horsham Township

B. Owner: Hatboro-Horsham School District – 227 Meetinghouse Road, Ste 100, Horsham, PA

C. Owner's Representative: The Owner's representative for the Project is CHA, 1 East Broad Street, Suite 310, Bethlehem, PA 18018 Telephone: 610-865-3000.

1. Owner's Representative: Travis Serfass (tserfass@chasolutions.com | 484-695-0819)

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- D. Engineer: The Contract Documents, dated March 2026, were prepared for the Project by CHA, 1 East Broad Street, Suite 310, Bethlehem, PA 18018.
- E. Construction Manager: The Construction Manager for the Project is CHA, 1 East Broad Street, Suite 310, Bethlehem, PA 18018 Telephone: 610-865-3000.
 - 1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Decommissioning of the existing pool; removal of existing pool equipment within the utility room; selective demolition of locker room walls; concrete repairs within Simmons Elementary; and all other work indicated in the Contract Documents..
- B. Type of Contract:
 - 1. Project will be constructed under a SINGLE PRIME LUMP SUM CONTRACT.

1.5 WORK SEQUENCE

- A. The entire Work shall be completed in compliance with the Project phasing and milestones indicated on the plans. Any deviations from these requirements shall be subject to the approval of the Engineer. The Owner reserves the right to enforce liquidated damages for contractor's non-compliance with any of the phasing, milestone and substantial completion dates.
- B. Construction work shall be performed in a sequence to ensure that all building systems are systematically installed in an efficient manner.
- C. Contractor shall clean and turn over the areas in a sequence for the Owner's use.
- D. If the Notice to Proceed or a required permit or approval from an approval agency that is required for start of Work is delayed for any reason, all subsequent Phased Completion Dates and Milestone Completion Dates will be adjusted by the exact same number of days. The Contractor is not entitled to damages for delay of any type on this contract. Contractor agrees that an extension of time is the only recourse as a result of any delays that are beyond the Contractor's control.
- E. If applicable to the project, all Work must be completed in accordance with the Phasing Drawings, the Project NPDES permit requirements for stormwater discharges associated with construction activities issued under Chapter 102 by the Department of Environmental Protection (DEP) and authorized county conservation districts (CCDs), the approved Project schedule, and in a sequence approved by the Architect, Engineer, and Owner. Each prime contractor shall complete and submit required Visual Site Inspection Reports (VSIRs) and other DEP compliance

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documentation in compliance with the Owner's NPDES permit and DEP requirements and shall submit the appropriate application forms to the appropriate County Conservation District.

- F. The Work shall be conducted according to the milestone schedule in the Contract Documents.
 - 1. Notice to Proceed: On or before April 27, 2026.
 - 2. Commence with administrative tasks including, but not limited to schedule, submittals, permits, procure materials, etc.: on or before April 28, 2026.
 - 3. Start work: June 24, 2026.
 - 4. Substantial completion: on or before August 14, 2026
 - 5. Final completion: by August 21, 2026
- G. Liquidated damages will be enforced in a sequence approved by the Owner and Representative.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts

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and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
 1. Weekend Hours: Coordinate with Owner and Construction Manager
 2. Early Morning Hours: Coordinate with Owner and Construction Manager
 3. Comply with regulations by authorities having jurisdiction for restrictions on noisy work.
 4. Hours for Utility Shutdowns: Coordinate with Owner and Construction Manager.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Construction Manager and Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Construction Manager's and Owner's permission before proceeding with utility interruptions.
- D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- E. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- F. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

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1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Contract Documents. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.

1.11 MISCELLANEOUS PROVISIONS

- A. Local Municipal Approvals & Permits: Contractor shall submit, with NO mark-up, the cost of any permits or inspection fees required for the work. The Owner will reimburse the Contractor for fees paid to the authorities having jurisdiction. The Contractor shall secure and arrange for all the necessary utility connections, municipal approvals, and agency approvals or permits required for the Project unless specified otherwise.
- B. Overtime work by each contractor necessary to conform with these requirements shall be considered a normal practice under this contract. No claims for additional compensation will be accepted by the Owner.
- C. Bids to be Submitted: Bid Prices shall include all materials, labor, parts, supplies and incidental items needed for a complete and functioning product as intended. Bids shall be as a lump sum price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Contractor shall complete all work in the time period specified in the contract. Due to the nature of the project, NO time extensions will be granted. Contractor(s) shall include all necessary time and the related cost required including but not limited to; overtime, shift work, weekends and holidays in order to complete the work as specified within the contract time.

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END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Material allowances.
 - 2. **NO CASH** allowances for any purpose are included in the project.
- C. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 01 Section "Unit Prices" for procedures for using unit prices.
 - 3. Refer to individual Prime Contract Proposal Forms for exact amount of material and unit prices.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Engineer from the designated supplier.

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1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 UNUSED MATERIALS ALLOWANCES

- A. Use the material allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Change Orders authorizing use of funds from the material allowance shall include Contractor's related costs and reasonable overhead and profit margins.
- C. At Project closeout, credit unused amounts remaining in the material allowance to Owner by Change Order.

1.6 USED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Engineer, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Engineer, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

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3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. **REFER TO THE BID FORM FOR MATERIAL ALLOWANCES.** Include all allowances listed on the Bid Form and project drawings and specifications in the base bid price. Do not adjust allowances for any alternates unless specifically listed in the alternate.

END OF SECTION 012100

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices if stated on the bid form.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: The Engineer will verify units of measurement with the Contractor. Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. 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 Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A.

1. Unit Price No. **REFER TO THE BID FORM FOR UNIT PRICES.**

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

1.3 DEFINITIONS

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate. Refer to the Contract Bid Form which will identify each Alternate as G-1, G-2, etc.

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PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 3. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

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- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
1. Include a statement outlining 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 the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: For Change Order Proposals, use forms provided by the Engineer.

1.5 ALLOWANCES

- A. **CASH** Allowances are not included.
- B. Material Allowance Adjustment: If a Material Allowance is included in the work, prior to performing any work included in a material allowance, the Contractor shall review the work with the Engineer. No work shall be performed without prior approval of the Engineer. The Engineer will verify and adjust material allowance amounts, based on the quantity of work required and by final measurement of work in place. The Contractor shall provide the Engineer with the following information:
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- C. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the

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Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the Engineer will issue a Change Order for signatures of Owner and Contractor.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Engineer may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the 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 change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 2. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 3. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than 15 days before the date scheduled for submittal of initial Applications for Payment.

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- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. The Schedule of Values shall be transmitted to the Engineer in .xlsx (Excel) or similar format.
 2. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value as percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

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9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is the on or about the 25th day of each month. The period covered by each Application for Payment ends on the final day of each month. Provided the Engineer receives the application for Payment on or before the 25th day of each month, the Owner will make payment no later than the final day of the next month. If applications are received after the final day of the period, the Owner will make payment not later than thirty days from the approved application. Note: A 'Draft' copy of each month's Application for Payment is due to the Engineer and MEP Consultant by the 20th day of each month for approval before the contractor's submission of the Certified Progress Payment.
- C. Payment Application Forms: EJCDC Document C-620 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed in accordance with Section 007300, Supplementary Conditions, Article 14.02.A.4. Differentiate between items stored on site and items stored off site.
- F. Transmittal: Contractor shall either be required to:
 1. **Submit three (3)** signed, original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours; or
 2. Using a method reviewed and approved by the Owner.
 - a. Should methods such the submission of Payment Applications through digital format be implemented, Contractors shall still provide a copy of the original signed

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hard copy of the Payment Application for the Owner's files prior to the release of monthly payments unless waived in writing by the Owner and Construction Manager

3. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Initial settlement survey and damage report if required.
- H. Application(s) for Payment when reduction in retainage is requested shall be submitted along with AIA Document G707A-1994, "Consent of Surety to Reduction or Partial Release of Retainage" and surety's executed appropriate Power of Attorney.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. EJCDC Document, "Contractor's Affidavit of Payment of Debts and Claims."
 5. EJCDC Document, "Contractor's Affidavit of Release of Liens."
 6. EJCDC Document, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

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8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.
10. Any other waivers and releases as required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Project meetings.
- B. The Contractor shall be solely responsible for coordination requirements. Including all Subcontractors, Sub-sub contractors and beyond.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 3. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

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- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Indicate relationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
- B. Staff Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
 - 2. Criminal History Reports: Prior to any employee of the Contractor, Subcontractor or any supplier entering the site, a criminal history report must be on file with the Owner.

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1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. The meeting will review responsibilities and personnel assignments and other pertinent issues to the project.
 - 1. Attendees: Authorized representatives of Owner and Engineer, and their consultants; Prime Contractor(s) and their superintendent; major subcontractors; and other Owner pre-approved parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
- B. Pre-installation Conferences: Prime Contractors shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: 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 Engineer of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

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- a. The Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Required performance results.
 - u. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: Attend progress meetings as scheduled or when notified. Meeting will be generally held biweekly unless progress or significant issues arise in the progress or lack thereof of the work.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction 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.
 - b. Review present and future needs of each entity present, including the following:

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- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting. Contractor shall provide and include a two-week look ahead schedule.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.
 - 5. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.

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- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Engineer's final release or approval.

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- C. Contractor's Construction Schedule: Submit two printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
- D. Daily Construction Reports: Submit two copies at biweekly intervals.
- E. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- F. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Qualifications: An experienced specialist in project scheduling and reporting.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 15 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

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3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 3. Startup and Testing Time: Include not less than 7 days for startup and testing.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use of premises restrictions.
 - e. Provisions for future construction.
 - f. Seasonal variations.
 - g. Environmental control.

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5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Fabrication.
 - e. Sample testing.
 - f. Deliveries.
 - g. Installation.
 - h. Tests and inspections.
 - i. Curing.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Phase Completion, Substantial Completion, and Final Completion.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within ten days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Meetings and significant decisions.
 7. Unusual events (refer to special reports).
 8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.

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11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received and implemented.
 14. Services connected and disconnected.
 15. Substantial Completions authorized.
- B. Material Location Reports: At biweekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

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2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

- B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
 - 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 - 5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 6. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 7. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 8. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

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1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit in conformance with Section 013200 "Construction Progress Documentation".

1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Engineer.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Engineer.

- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

- D. Paper Submittals:

1. Contractor shall provide two paper copies of all final submittals as directed by CM. Otherwise, all submittals shall be provided electronically.
2. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
3. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
4. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Engineer will return one copy to Owner and one to Contractor.
5. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Engineer will not return copies to Contractor.

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6. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 7. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
- E. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. Content of electronic submittals shall be identical to the content required for paper submittals.

1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
 2. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
 3. Paper: Where indicated in the specifications, prepare submittals in paper form, and deliver to Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

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3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

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1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

1.8 CONTRACTOR'S REVIEW

- A. **REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE CONTRACT AND COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ENGINEER.**
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp or indication in web-based Project software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ENGINEER'S REVIEW

- A. **GENERAL: ENGINEER WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND WILL RETURN THEM AT THE CONTRACTOR'S EXPENSE WITHOUT ACTION.** Engineer will discard submittals received from sources other than Contractor.
- B. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

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- E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. All testing and inspecting services are to be furnished by Contractor.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by the Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- D. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed

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construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.5 REGULATORY REQUIREMENTS

- A. Copies of Regulations: Obtain copies of the following regulations and retain at Project site to be available for reference by parties who have a reasonable need:

1.6 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.

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7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

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- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform same tasks for Project.
 - d. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - e. When testing is complete, remove assemblies; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer.
 - 2. Notify Engineer seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Engineer's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

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1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made by the Owner.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least **24** hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
 - 1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 - 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 5. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

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- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 5. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field-curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within **30** days of date established for the Notice to Proceed.
 - 1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with an entity, means having successfully completed a minimum of 3 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such

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as "carpenter." It also does not imply that requirements specified apply exclusively to tradesperson of the corresponding generic name.

- K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution.
 - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 3. Electric power service.
 - 4. Lighting.
- C. Support facilities include, but are not limited to, the following:
 - 1. Project identification and temporary signs.
 - 2. Waste disposal facilities.
 - 3. Portable toilet facilities.
 - 4. Storage and fabrication sheds.
 - 5. Lifts and hoists.
 - 6. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Pest control.
 - 3. Site enclosure fence.
 - 4. Security enclosure and lockup.
 - 5. Barricades, warning signs, and lights.
 - 6. Temporary enclosures.
 - 7. Fire protection.
- E. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning requirements.

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3. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for required temporary facilities shall be included in the Contract Sum and are not chargeable to Owner or Engineer as extra costs. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 1. Owner's construction forces.
 2. Occupants of Project.
 3. Engineer.
 4. Testing agencies.
 5. Personnel of authorities having jurisdiction.
- B. Water Service: Use water from Owner's existing water system without metering and without payment of use charges.
- C. Electric Power Service: Use electric power from Owner's existing system without metering and without payment of use charges.

1.4 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 1. Keep temporary services and facilities clean and neat.
 2. Maintain temporary fencing around all disturbed areas of work until the work is complete.

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3. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm) 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts. Provide bases for supporting posts.
- C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- D. Water: Potable.

2.2 TEMPORARY FACILITIES

- A. General: Provide equipment suitable for use intended.
- B. 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.

2.3 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

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- F. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION AND REQUIREMENTS

- A. Electrical: Use of Owner's existing electrical service facilities will be permitted, as long as facilities are used only for the work and maintained in a condition acceptable to Owner. A qualified electrical contractor shall set-up, provide and maintain temporary electrical service to the work areas until permanent service is provided.
- B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve Project site.
- C. Sanitary Facilities: Use of the Owners toilets and drinking-water fixtures will not be permitted.
- D. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- E. Telephone Service: Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls. Provide an answering machine and voice-mail service on superintendent's telephone.
- F. Chain Link Fence:

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1. Contractor shall secure the site and furnish gates as shown on Phasing Plan(s) or as required for project and directed by Engineer. The fencing and gates shall be relocated and adjusted during the Project as required, as noted on the Phasing Plans(s) and/or as directed by Engineer.
- G. Electric Power Service: Use of Owner's electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Locate storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will not be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- C. Project Identification and Temporary Signs:
 1. Do not permit installation of unauthorized signs.
- D. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 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 that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

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- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Lock entrances at end of each workday.
- D. Site Security: Ensure all windows, doors and gates are closed and secured at the conclusion of each day in scheduled work areas.
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been 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 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 the property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

3.7 COMPLIANCE WITH TEMPORARY FACILITIES AND CONTROLS

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- A. If contractor does not comply with any of the requirements of this Section, CM reserves the right to recommend to Owner to withhold adequate funds from payment applications to pay for completing the Work as required.

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "References" for applicable industry standards for products specified.
 - 2. Division 01 Section "Closeout Procedures" for submitting warranties for contract closeout.
 - 3. Divisions 02 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service

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performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, to extend time limit provided either by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Initial Submittal: Within 15 days after date of commencement of the Work, submit 2 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 - 4. Completed List: Within 30 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.

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2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

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1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 9. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

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2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that comply with requirements.

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4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
11. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

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2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 10 days prior to the date for receipt of bids. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 3. Division 01 Section "Closeout Procedures".

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: 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 affecting the Work.

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1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than 10 days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

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- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Engineer promptly.
 - 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 2. Inform installers of lines and levels to which they must comply.
 - 3. Check the location, level and plumb, of every major element as the Work progresses.
 - 4. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

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- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. The General Contractor shall be responsible for overall progress cleaning. If the Contractor fails to perform progress cleaning, the Owner also reserves the right to perform progress cleaning and deduct the cost from the contractor.
- B. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. 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 materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- C. Site: Maintain Project site free of waste materials and debris.
- D. 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.
- E. 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.
- F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- G. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- H. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils putty and similar materials.
 - 1. Thoroughly clean piping, conduit and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- I. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

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- J. 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.
- K. 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.
- L. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Contractors shall not use finished materials and surfaces as ladders, platforms or storage shelves. Tools and toolboxes shall not be placed on finished surfaces without adequate protection.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 017300

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SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 01 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements in this Section apply to building repairs. Refer to Divisions 7 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and

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those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include, but are not limited to, the following:
 1. Primary operational systems and equipment.
 2. Fire separation assemblies.
 3. Air or smoke barriers.
 4. Fire-protection systems.
 5. Plumbing piping systems.
 6. Mechanical systems piping and ducts.
 7. Control systems.
 8. Communication systems.
 9. Fire-detection and -alarm systems.
 10. Conveying systems.
 11. Electrical wiring systems.
 12. Operating systems of special construction.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but are not limited to, the following:
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Sprayed fire-resistive material.
 5. Equipment supports.
 6. Piping, ductwork, vessels, and equipment.
 7. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities.

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Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced and specialized firm.
 - a. Processed concrete finishers.
 - b. Stonework and stone masonry.
 - c. Ornamental metal.
 - d. Preformed metal panels.
 - e. Roofing.
 - f. Firestopping.
 - g. Window wall system.
 - h. Stucco and ornamental plaster.
 - i. Terrazzo.
 - j. Finished wood flooring.
 - k. Wall covering.
 - l. HVAC enclosures, cabinets, or covers.

- E. Cutting and Patching Conference: Before proceeding, meet at Project 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.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers 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, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete/Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

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4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: 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.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 017329

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.
- B. Related Sections include the following:
 - 1. Section 017823, Operation and Maintenance Data.
 - 2. Section 017839, Project Record Documents.
 - 3. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

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7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements, including touchup painting.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. If a re-inspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Engineer. The Engineer will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.
 3. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. If a re-inspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Engineer. The Engineer will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.

1.5 PROJECT RECORD DOCUMENTS

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- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours. Refer to Specification Section 017839 for other requirements relating to Project Record Documents.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.6 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Refer to Specification Section 017823 for other requirements relating to Operation and Maintenance Manuals.

1.7 WARRANTIES

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- A. Submittal Time: Submit written warranties to the Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system per the requirements set forth in 017900, Demonstration and Training, if applicable.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

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- a. 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.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced 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.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - i. Remove labels that are not permanent.
 - j. 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.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - k. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Replace parts subject to unusual operating conditions.
 - m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - n. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of systems and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Engineer will return one of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Engineer will return copy with comments within 15 days after final inspection.

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1. Correct or modify each manual to comply with Engineer's comments. Submit three copies of each corrected manual within 15 days of receipt of Engineer's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation include information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

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1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Engineer.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

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2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION AND MAINTENANCE MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.

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B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

F. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

G. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

H. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

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- I. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- J. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- K. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.

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- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

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1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set of marked-up Record Prints. Engineer will initial and date each print and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Engineer will return prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set of corrected marked-up Record Prints. Print each Drawing, whether or not changes and additional information were recorded.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

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1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Revisions to routing of piping and conduits.
 - e. Revisions to electrical circuitry.
 - f. Actual equipment locations.
 - g. Locations of concealed internal utilities.
 - h. Changes made by Change Order or Construction Change Directive.
 - i. Changes made following Engineer's written orders.
 - j. Details not on the original Contract Drawings.
 - k. Field records for variable and concealed conditions.
 - l. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

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PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION 017839

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