

SECTION 000101 – INSTRUCTIONS TO BIDDERS

OWNER:

County of Montgomery
425 Swede Road
Norristown, PA 19404-0311

ARCHITECT:

Kimmel Bogrette Architecture
482 Norristown Road
Suite 200
Blue Bell, PA 19422

To be considered, Bids must be made in accordance with the Instructions to Bidders.

1. BID DOCUMENTS:

- A. Bid Drawings and Project Specifications are available via the Montgomery County Bonfire Procurement Portal: <https://montcopa.bonfirehub.com/portal>. Instructions for registering can be found on the Montgomery County Website: <https://www.montgomerycountypa.gov/1712/Public-Purchase-Opportunities>. Registration is free.
- B. Any questions with regards to access/registration with Bonfire should be addressed to: Montgomery County Purchasing at 610-278-3037.

2. EXAMINATION:

- A. Bidders shall CAREFULLY EXAMINE the Bidding Documents and the construction site to obtain first-hand knowledge of existing conditions and limitations. FAILURE TO VISIT THE SITES WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME nor will extra payment requests be considered for conditions which could have been determined by examination of the Sites and Bidding Documents.

3. PRE-BID CONFERENCE:

- A. A **MANDATORY** pre-bid conference will be held for this project on as noted on the Montgomery County Procurement Portal. Pre-bid location will be at the library – 1001 Powell Street, Norristown, PA 19401 . The pre-bid conference will be open to all Bidders, sub-contractors, vendors, suppliers, and other interested parties.

4. QUESTIONS:

- A. Submit all questions about the Drawings and Project Manual through the Messages / Opportunity Q&A section for the solicitation in Bonfire. Answers to questions will be posted in Bonfire and will become part of the Contract. If any item of Work is shown on the Drawings and not specified or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it had been specified and shown on the Drawings. The Architect and Construction Manager as Advisor WILL NOT BE RESPONSIBLE FOR ORAL

CLARIFICATION. Questions must be received in accordance with the date provided on the Montgomery County Purchasing Portal. Questions received after the deadline will not be answered.

5. SUBSTITUTIONS:

- A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified. No pre-bid substitutions are permitted.

6. BASIS OF BID:

- A. The bidder must include any Alternates and Unit Cost items as may be shown on the BID FORM, failure to comply may be cause for rejection of Bid. The Bidder shall include quantity allowances in its base bid that are equal to the unit prices times the quantities indicated in the Section 012100– Unit Allowances.
- B. No combination of Bids or assignments will be considered unless so noted in the Bidding Documents.
- C. Failure to acknowledge any Addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

7. PREPARATION OF BIDS:

- A. Bids shall be made on unaltered BID FORMS. Fill in all blank spaces and upload directly through the noted section in Bonfire. Bidders must review all Alternates and provide pricing regardless of the assignment of the contract in Section 012300 – Add Alternates. If the Bidder believes its contract is not affected, then a bid of zero dollars or a “No Change” should be bid. Failure to indicate dollar amounts or “No Change” may result in the Bid being rejected.

Each Bid must contain the full business address of the Bidder and must be signed by an authorized representative of the Bidder. If the Bid is made by a corporation, the proposal should be signed by the President or Vice President and attested by the Secretary or Assistant Secretary, and identify the name, business address and state of incorporation for the corporation, and have the corporate seal affixed. ALL UNSIGNED BIDS SHALL BE REJECTED.

Bidders will also submit their pricing directly into the Bid Table in Bonfire. Completion of BOTH the Word Bid Form (upload) and completion of the Bid Table (entered directly) into Bonfire are REQUIRED.

8. BID SECURITY:

- A. Bid Security shall be made payable to the Owner, in the amount of 10 percent (10%) of the Base Bid plus the cost of all alternates. Security shall be either a CERTIFIED CHECK, BANK CASHIERS CHECK or BID BOND issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania. The Owner reserves the right to approve the sufficiency of the required bid security.
- B. A Bid shall be rejected unless accompanied by a Bid Security. Bid Security shall be in the form of a certified check, certified bank treasurer's check or certified bank cashier's check payable to the Owner or a Bid Bond in the form set forth in the Bidding Documents, naming as payee and oblige, Montgomery County

- C. The Owner may declare the Bid Security forfeited to the Owner if, following the issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to deliver the items required under Sections 8 and 15 of these Instructions to Bidders within ten (10) days thereafter.
 - D. If Bid Security is submitted in the form of a Bid Bond, the Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the Bid Bond on behalf of the surety shall affix to the Bid 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 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 within the Commonwealth of Pennsylvania and 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 Bid Bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof.
 - E. The Bid Security of each of the Bidders will be returned (unless forfeited as stated above) at the Bidder's request, upon (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder to whom the Award of Contract has been made, or (2) the rejection of all bids by Owner, or (3) the expiration of the firm Bid period set forth in Section 11 of these Supplemental Instructions to Bidders. The Owner shall not be liable for any interest on Bid Security which is held in accordance with these Supplemental Instructions to Bidders.
 - F. Copies of the Bid Security are to be uploaded through Bonfire. Original copies are to be delivered to the Montgomery County Controllers office prior to the Bid closing date and time.
9. PERFORMANCE BOND AND PAYMENT BOND:
- A. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond and a Payment Bond on the forms provided in the Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum. The cost of the Performance Bond and the Payment Bond must be included in the bid amount.
 - B. The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the Performance and Payment 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 Performance and Payment Bonds and both shall have affixed the raised corporate seal of the surety.
10. NO-LIEN:
- A. The Project subject to the Bidders Documents is owned by a public entity for a purely public use, and as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.
11. SUBMISSION OF BIDS
- A. All bids are to be submitted/uploaded through the Bonfire website. All required documentation must be submitted by the bid submission time noted in Bonfire.

12. MODIFICATION AND WITHDRAWAL:

- A. Bidders have the ability to modify and/or retract their proposals prior to the time set forth for the opening of the Bids.
- B. Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.
- B. Neither the designation of the apparent lowest responsible and responsive 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 to whom the Award of Contract has been made, (2) the rejection of all Bids by the Owner or (3) the expiration of the firm Bid period stipulated above.

13. DISQUALIFICATION AND REJECTION OF BIDS:

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

14. OPENING BIDS:

- A. Bids will be opened electronically. The County will make every effort to post bid results in Bonfire as soon as possible after the bid opening.

15. AWARD:

- A. The Contract, if awarded, will be awarded on the basis of the lowest responsive base bid, including full consideration of any Alternates and Unit Prices, as may appear on the Bid Form to the lowest responsive and responsible Bidder.
- B. The Owner reserves the right to reject any or all Bids, or any part thereof or items therein, and to waive technicalities, as it may deem best to protect the interests of the Owner. If any award is made by the Owner, it will be to the party declared by the Owner to be the lowest responsive and responsible Bidder.
- C. In awarding Bids, the Owner shall have sole discretion in determining the lowest responsive and responsible Bidder and shall have the right to take into consideration the following factors, in addition to price:
 - 1. The character, integrity, reputation and judgment of the Bidder.

2. The previous and existing compliance of the Bidder with the requirements of similar installations.
 3. The ability, capacity, experience and skill of the Bidder to perform the Contract.
 4. The financial condition of the Bidder.
 - D. The Owner shall have the right to accept Alternates in any order or combination, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.
16. EXECUTION OF CONTRACT:
- A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.
 - B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Agreement.

The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if by the evidence submitted, or as the result of investigation, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Agreement.
 - C. Notwithstanding any delay in the preparation and execution of the formal Agreement, the Contractor shall be prepared and agrees to commence work within five (5) days after Notice to Proceed is given, or on the date stipulated in such order.
 - D. The Owner will notify the lowest responsive and responsible Bidder of the Owner's intent to accept its proposal and to make a formal award of contract to such Bidder by the Notice of Intent to Award. The Owner will include with the Notice of Intent to Award the Contract to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish (1) a Performance Bond and a Payment Bond in the forms provided in the Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum; (2) Certificates of Insurance as required pursuant to the General Conditions of Contract; (3) Contractor's Public Works Employment Verification Form; and (4) the signed Contract. The Performance and Payment Bonds, Insurance Certificates, Employment Verification Form and Agreement shall be submitted to the Construction Manager or Architect's office within the required time period.
 - E. After approval of the Performance and Payment Bonds and Insurance Certificates, the Owner will sign and date the Agreement. The Owner shall return to the successful Bidder one (1) copy of the dated, executed Agreement within thirty (30) days of the Notice of Intent to Award, unless the time of issuance of such Agreement shall be extended by mutual written agreement of the Owner and successful Bidder or pursuant to Section 20 below.
17. TIME OF COMPLETION:
- A. The successful Bidder who is awarded the Agreement (the Contractor) shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions and carry the Work forward expeditiously to achieve Substantial Completion as defined in Section 9.8 of the General Conditions on or before the date or time stipulated in the BID SCHEDULE for each milestone and on or before the date, or time stipulated in the Bid Form for completion of the entire Work.

- B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents as defined in Article III of the Standard Form of Agreement Between Owner and Contractor, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, Contractor waives any right to claim that it has been accelerated.
 - C. Should the Contractor fail to substantially complete the work in accordance with the Contract Documents, the Contractor shall be liable for the sum of **\$5,500.00 daily**, assessable as Liquidated Damages and not as a penalty to the Owner.
 - D. This schedule of completion of the Work shall be considered of the essence of the Contract, and for the cost of extra inspections, salaries of contingent forces, and other expenses incurred by the Owner resulting from the Contractor's delay in completing the work of the Agreement within the Contract Time as defined in Section 8.1.1 of the General Conditions, the Owner shall be entitled to Liquidated Damages, and not a penalty, for each calendar day (Sundays and holidays included) that the Work is not substantially complete, subject to adjustments of the Contract Time as provided in the General Conditions. Liquidated Damages are necessary; in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation. Liquidated damages are self-generating; the Owner does not have to submit the assessment of liquidated damages to the claims procedures set forth in the Contract Documents.
 - E. Should the Contractor fail to complete the punch list after 30 calendar days from the date of substantial completion of the project or each phase of the project, the Contractor shall be liable for the sum of **\$5,500.00 daily**, assessable as Liquidated Damages and not as a penalty to the Owner.
 - F. Should the Contractor fail to provide the close out documents after 30 calendar days from the date of Substantial Completion of the project, the Contractor shall be liable for the sum of **\$5,500.00 daily**, assessable as Liquidated Damages and not as a penalty to the Owner.
 - G. The surety, upon the Performance Bond furnished by the Contractor, shall be liable for any fixed, agreed and liquidated damages for which the Contractor may be liable under this Section 16, to the extent that the Contractor shall not make settlement therefore with the Owner.
18. COMPLIANCE WITH GOVERNING LAWS, RESOURCES, POLICIES, PROCEDURES AND REGULATIONS:
- A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, county and municipal ordinances and codes, and Owner policies, resolutions and procedures and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement whether expressly set forth therein or otherwise. The following paragraphs B through M are deemed to be included in the Agreement, the same as though therein written in full.
 - B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):

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

The Contractor will be responsible for complying with Pennsylvania Act 287 of 1974, as amended, commonly known as the "CALL BEFORE YOU DIG ACT". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to work. One call locates utility lines and the utilities are notified.

D. COMPLIANCE WITH HUMAN RELATIONS ACT:

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

E. PENNSYLVANIA PREVAILING WAGE ACT 442:

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

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

2. The contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in Section 9.103 of Title 34 of the Pennsylvania Administrative Code.
3. The contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.
4. The Contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
5. The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 9.107 of Title 34 of the Pennsylvania Administrative Code shall be followed.
6. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or Title 34 of the Pennsylvania Administrative Code shall prohibit

the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

7. The Contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - a. Name of project.
 - b. Name of public body of which it is being constructed.
 - c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or Title 34 of the Pennsylvania Administrative Code in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
8. The Contract shall provide that the Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.
9. The Contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.
10. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the related resolutions set forth in Title 34, Part I, Chapter 9, Subchapter E of the Pennsylvania Administrative Code regardless of the average hourly earnings resulting therefrom.
12. The Contract shall also provide that each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by Title 34 of the Pennsylvania Administrative Code, Section 9.103, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Owner reserves the right to withhold payment to Contractor if it fails to submit these statements to Owner with the applicable Application for Payment.
13. The provisions of the Act and Title 34, Part F, Chapter 9, Subchapter E of the Pennsylvania Administrative Code shall be incorporated by reference in the contract.

F. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:

Contractor, at its own expense, shall conform to the nondiscrimination policies and plans required by the Contract Documents, the laws of the Commonwealth of Pennsylvania and all other laws applicable to the Project.

1. In the hiring of employees for the performance of Work under this Agreement, neither the Contractor nor any person or entity acting on behalf of or under contract to the Contractor shall, by reason of gender, race, creed, religion, color, national origin or ancestry, disability, citizenship or any other status protected under the laws of the Commonwealth of Pennsylvania discriminate against any citizen who is qualified and available to perform Work which the employment relates.
2. Neither Contractor nor any person or entity acting on behalf of or under Contractor shall discriminate, in any manner, against or intimidate any employee hired for the performance of Work on account of gender, race, creed, religion, color, national origin or ancestry, disability, citizenship (subject to prevailing law) or any other status protected under the laws of the Commonwealth of Pennsylvania.
3. Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.
4. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Construction Manager in writing of the proposed modification. The Construction Manager shall have a reasonable period of time to review the request and may seek advice and consent from the Owner and Architect before responding in writing to Contractor. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising therefrom. Contractor shall implement no modification until he receives written consent from the Construction Manager. Nothing herein shall be construed to make the Owner, Construction Manager or Contractor responsible for conformance of the Architect's design to ADA requirements.

5. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Construction Manager, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.
6. This Contract may be cancelled or terminated by Montgomery County and all money due or to become due hereunder may be forfeited, for a violation of the terms or conditions of this portion of the contract.

G. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, as amended, 73 P.S. Sections 1881-1887, if any steel or steel products are to be used or supplied in the performance of the contract, only those steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

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

Contractors and subcontractors shall also comply with 71 P.S. Section 773.110 dealing with aluminum or steel products made in a foreign country which has been determined to discriminate.

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 is listed below as 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; pre-stressed 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; pre-stressed 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.

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.

This provision in no way relieves the Contractor of responsibility to comply with those provisions of the Contract which prohibit the use of foreign-made steel and cast iron products.

H. STANDARD OF QUALITY:

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is the intent of the specifications to review and approve or reject substitutions in accordance with the terms and conditions of Section 01 60 00 Product Requirements. In addition, it is the intent of the specifications, where specifically noted, to not allow equals or substitutions of certain system(s), product(s) and / or material(s) specified. In such cases, the bidders shall base their bid on the system(s), product(s) and / or material(s) specified only.

I. ALLOWANCES:

Refer to project specifications for the stipulated allowances for each contract and use requirements. The use of Allowances is at the sole discretion of the Owner. Any unused allowances will be credited back to the Owner prior to the completion of the project.

J. RIGHT TO KNOW ACT:

Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Law, 65 P.S. § 67.101, et seq., as amended and its implementing regulations.

K. COMPETENT WORKMEN:

As required by 24 P.S. Section 7-752, no person shall be employed to do work under this Contract except competent and first-class workmen, and mechanics, meaning 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' work as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing similar work in the geographical area where the work is being done.

L. PREVENTION OF ENVIRONMENTAL POLLUTION

Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, Bidder is directed to a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the Notice shall not relieve Contractor of its obligation to comply with same.

M. E-VERIFY

The Contractor and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637) EVA and regulations issued thereunder, as the same may be amended from time to time. Within ten (10) days of receipt of a Notice of Intent to Award, and as a pre-condition of being awarded the Contract, the successful Bidder shall submit to the Owner the employment verification form required by the EVA acknowledging its responsibilities and its compliance with the EVA. Per the EVA, the employment verification form is to be obtained from the Secretary of the Pennsylvania Department of General Services. Per the EVA, the verification form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works Contractor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works Contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Per the EVA, Contractor's subcontractors (as defined in the EVA) shall provide, and Contractor shall cause its subcontractors to provide, their verification forms prior to commencing work on the project.

19. PROPOSAL MISTAKE CLAIMS

- A. Negligence by the Bidder in preparing his proposal 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 proposal within two (2) business days after the Bid opening time subject to and 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.

20. IRREGULAR PROPOSALS

- A. Proposals indicating a qualification of the Bid, conditions or uninvited alternate Bids or which contain alteration of the form request for a proposal, or additions or deductions not called for shall be rejected. Bids containing minor irregularities or informalities, not relating to price, time, or changes affecting the quality of work, may be rejected at Owner's sole discretion. Owner reserves the right to waive any such informalities or irregularities.

21. FAILURE TO EXECUTE CONTRACT

- A. Failure of the Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, Employment Verification Form, 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.

22. TAXES

- A. Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.

Notwithstanding the foregoing, however, Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and/or use tax all tangible personal property within the definition of 'building machinery and equipment' as that term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). A copy of this portion of such Act is obtainable from Owner upon request. No charges shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from the taxes apply. In order to facilitate such purchase free of sales and/or use tax in Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the 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.

23. USE OF OWNER'S FACILITIES

- A. Contractor, subcontractors and their agents and employees, shall not be permitted in existing facilities absent receiving prior approval from Owner or Owner's Representative. Contractor will comply with all regulations, resolutions, procedures and policies while on Owner property, as well as any special regulations adopted by the Owner relating to this Project. Contractor, subcontractors and their agents and employees shall not socialize with employees of the County or building visitors.
- B. Inappropriate language, dress or conduct will not be tolerated on the construction site. Violations shall be grounds for dismissal.
- C. The entire construction site is 'firearms free', 'drug-free', 'tobacco-free' and 'alcohol-free'.
- D. All persons are prohibited from carrying, possessing or storing a handgun firearm, or weapon of any kind while on the project, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.
- E. Failure of a company to abide all terms and conditions of the above policies may result in discipline up to and including termination. Further, possession of any weapon, illegal drugs or any alcohol on the Owner's property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal of that person from the Project Site, and may result in prosecution.

24. ALL APPLICABLE LAWS

- A. Contractor shall comply with all applicable federal, state, local, Owner and industry statutes, regulations, ordinances, codes, resolutions, policies, procedures and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

- B. All Contractors and their subcontractors are required to be registered with the local township or municipality. Contractors and their subcontractors are required to pay any registration or licensing fees as required.

END OF SECTION

BID FORM – GENERAL CONTRACTOR PRIME

1. In compliance with the Notice to Bidders and the Contract Documents, we, the undersigned, do hereby agree to provide all labor, materials, services, tools, and equipment, and to perform all of the required work to complete the:

For the:

Montgomery County MC-NPL

Montgomery County Bid No. 6604

Montgomery County
Purchasing Department
One Montgomery Plaza
425 Swede Street
Norristown, PA 19401

For: Montgomery County, Owner

All in strict accordance with the Specifications, Schedules, Drawings, Allowances, and General Conditions for the consideration of the following amounts, including federal, state, and all applicable taxes, for the sum of:

Bid Item No. 1--Base Bid General Construction Work: \$ _____

(Write the dollar amount in words)

☐ Check box to confirm contract allowances are included in base bid in accordance with Specification 01 21 00.

Required forms to be included with bid submission:

- ☐ This Proposal Form
- ☐ AIA A310 Bid Bond or Equivalent
- ☐ Non-Collusion Affidavit
- ☐ Non-Discrimination Affidavit
- ☐ Prime Contractor Information Form
- ☐ Responsible Contractor Ordinance Form

2. Allowances:**A. Allowance No. 1: Existing Conditions (GC)**

1. General Construction Prime Contractor shall include this allowance in the base bid.
2. Amount: \$100,000 (One-Hundred Thousand Dollars and Zero Cents)

B. Allowance No 2: Removal of Unsuitable/Contaminated Soils (GC)

1. General Construction Prime shall include this allowance in base bid.
2. Amount: \$50,000 (Fifty Thousand Dollars and Zero Cents)

C. Allowance No 3: Tree Pruning & Arborist for trees over and above what is shown on the contract documents. (GC)

1. General Construction Prime shall include this allowance in base bid.
2. Amount: \$30,000 (Thirty Thousand Dollars and Zero Cents)

D. Allowance No. 4: Provide Temporary Signs as directed by the CMA. (GC)

1. General Construction Prime Contractor shall include this allowance in the base bid.
2. Amount: \$8,000 (Eight Thousand Dollars and Zero Cents)

3. Alternates:**A. Alternate Add No. 4 – Exterior Typewriter Key Seating & Lighted Bollards**

Furnish and install Twenty-two (22) typewriter key seats (similar to but different from the lobby typewriter seating) and Three (3) lighted bollards on the project west side of the building in lieu of Five (5) Streetlife Solid Crosswise and Curved Top Seat benches and Five (5) STP lights. Reference plans (including but not limited to): L2.1, L4.0, L7.1, A4.2, A9.10, E1.7. Note: Bollard anchors must be set in concrete.

1. General Prime Contractor (GC): Provide pricing alternate for typewriter key seats, and riverstone bed and edging.

Alt.4-GC: Add / Deduct (circle one) \$ _____
(Write the numerical value)

(Write the dollar amount in words)

B. Alternate Add No. 6 - Provide Palmshield Ruga Railing, Architectural Bronze Finish at the west side per note A45 on Drawing A2.0 and A4.3. The product is in lieu of the specified railing.

1. General Prime Contractor (GC)

Alt.6-GC: Add / Deduct (circle one) \$ _____
(Write the numerical value)

(Write the dollar amount in words)

C. Alternate Add No. 9 - Pavers in Lieu of Concrete (at Plan North- Powell Street)

Install pavers instead of concrete, from the sidewalk to the benches at the intersection of Powell Street and Scott Alley.

1. General Prime Contractor (GC)

Alt.9-GC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

D. Alternate Add No. 10 – Elevator Overcurrent Protection Device & Machine Room/Shaft Heat Detection

Eliminate shunt trip enabled overcurrent protection device requirement for elevator power. Remove heat detection from Machine room and shaft. Coordinate all work with Fire Protection Prime Contractor.

Reference: E2.1

1. General Prime Contractor (GC)

Alt. 10-GC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

E. Alternate Add No. 11 – Infill Sinkhole

Cost to over excavate and infill with clean stone, existing sinkhole in the parking lot as identified on drawing D 2436-02 02. Provide a backhoe with operator, truck with driver, foreman and laborer for 1 day to repair condition.

1. General Prime Contractor (GC)

Alt.11-GC: Add / Deduct (circle one) \$ _____

(Write the numerical value)

(Write the dollar amount in words)

F. Alternate Add No. 12 – Mobile Video Guard Site Security

Provide Mobile Video Guard Site Security or Equal. 24-month duration, equipment mounting and dedicated power provided.

1. General Prime Contractor (GC)

Alt.12-GC: Add / Deduct (circle one) \$ _____

(Write the numerical value)

(Write the dollar amount in words)

4. Unit Prices:

Fill-in clearly the numerical value of unit prices below.

No.	Item	Unit Price Add	Unit	Unit Price Deduct	Unit
A.	Unit Cost: Fire Extinguisher with Cabinet (REF: 10 44 16 - Fire Extinguishers section 1.2)		/PC		/PC
B.	Unit Cost: Cost to furnish and install 2A Modified Stone. Assume 10 Tons.		/UC		/UC
C.	Unit Cost: Cost to furnish and install (10) added Terra Cotta TC30 Deep Red Panels		/UC		/UC
D.	Unit Cost: Cost to furnish and install (2) added Terra Cotta TC30 Oyster Panels		/UC		/UC
E.	Unit Cost: Cost to furnish and install (12) Felt Ceiling Baffles		/UC		/UC

5. We, the undersigned, agree, if awarded the Contract, to execute an agreement for the above-stated work and compensation on the Form of Agreement contained herein specified.
6. We, the undersigned, agree, if awarded the Contract, to begin work at the site within Five (5) days after Notice to Proceed, and to complete the work in a thoroughly good and workmanlike manner to the satisfaction of the Owner, on or before the Completion Dates as stated in the bid schedule and project specifications.
7. We, the undersigned, acknowledge receipt of and have considered in our proposal Addenda and supplemental information posted on the procurement website, Bonfire.
8. Bid results are available on the web at < <http://www.montcopa.org/495/Purchasing>>.

9. We, the undersigned agree, if awarded the contract, to adhere to all the requirements of the Community Participation Goal Requirements. Refer to Exhibit A, included in the project documentation.
10. We, the undersigned, agree that this Proposal as submitted shall hold good through the one hundred twenty (120) days following the bid date.

Submitted By: _____

Federal ID Number: _____

PA Vendor Number: _____

Address: _____

Signed By: _____

Authorized Signature

Attest: _____

Surety Name: _____

Surety Address: _____

Date: _____

END OF DOCUMENT

BID FORM – HVAC/MECHANICAL CONTRACTOR PRIME

1. In compliance with the Notice to Bidders and the Contract Documents, we, the undersigned, do hereby agree to provide all labor, materials, services, tools, and equipment, and to perform all of the required work to complete the:

For the:

Montgomery County MC-NPL

Montgomery County Bid No. 6604

Montgomery County
Purchasing Department
One Montgomery Plaza
425 Swede Street
Norristown, PA 19401

For: Montgomery County, Owner

All in strict accordance with the Specifications, Schedules, Drawings, Allowances, and Conditions for the consideration of the following amounts, including federal, state, and all applicable taxes, for the sum of:

Bid Item No. 1--Base Bid Mechanical Work: \$ _____

(Write the dollar amount in words)

☐ Check box to confirm contract allowance are included in base bid in accordance with Specification 01 21 00.

Required forms to be included with bid submission:

☐ This Proposal Form

☐ AIA A310 Bid Bond or Equivalent

☐ Non-Collusion Affidavit

☐ Non-Discrimination Affidavit

☐ Prime Contractor Information Form

☐ Responsible Contractor Ordinance Form

1. Allowances:

A. Allowance No. 5: Existing Conditions (MC)

1. Mechanical Prime Contractor shall include this allowance in the base bid.
2. Amount: \$60,000 (Sixty Thousand Dollars and Zero Cents)

2. Alternates:

A. Alternate Add No. 5 – Local History Collection Rm203 Ducted De-humidifier

Provide a packaged ducted de-humidifier to the Local History Collection room #203.

Reference: M0.1

1. Mechanical Prime Contractor (MC)

Alt.5-MC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

B. Alternate Add No. 7 – Rigid Insulation at RTU Roof Curb. Provide 4" Rigid insulation around inside perimeter of roof curb in lieu of Hush core sound reduction system.

Reference: M2.2

1. Mechanical Prime Contractor (MC)

Alt.7-MC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

- C. Alternate Add No. 8 – Expandable Foam at Acoustical Duct Penetrations. Provide expandable foam at interior wall duct acoustic penetrations in lieu of fiberglass.

Reference: M2.1

1. Mechanical Prime Contractor (MC)

Alt.8-MC: Add / Deduct (circle one) \$_____

(Write the dollar amount in words)

2. Unit Prices:

No Unit Prices for this Prime Bid Package.

3. We, the undersigned, agree, if awarded the Contract, to execute an agreement for the above-stated work and compensation on the Form of Agreement contained herein specified.
4. We, the undersigned, agree, if awarded the Contract, to begin work at the site within Five (5) days after Notice to Proceed, and to complete the work in a thoroughly good and workmanlike manner to the satisfaction of the Owner, on or before the Completion Dates as stated in the bid schedule and project specifications.
5. We, the undersigned, acknowledge receipt of and have considered in our proposal Addenda and supplemental information posted on the procurement website, Bonfire.
6. Bid results are available on the web at < <http://www.montcopa.org/495/Purchasing>>.
7. We, the undersigned agree, if awarded the contract, to adhere to all the requirements of the Community Participation Goal Requirements. Refer to Exhibit A, included in the project documentation.
8. We, the undersigned, agree that this Proposal as submitted shall hold good through the one hundred twenty (120) days following the bid date.

Submitted By: _____

Federal ID Number: _____

PA Vendor Number: _____

Address: _____

Signed By: _____

Authorized Signature

Attest: _____

Surety Name: _____

Surety Address: _____

Date: _____

END OF DOCUMENT

BID FORM – ELECTRICAL CONTRACTOR PRIME

1. In compliance with the Notice to Bidders and the Contract Documents, we, the undersigned, do hereby agree to provide all labor, materials, services, tools, and equipment, and to perform all of the required work to complete the:

For the:

Montgomery County MC-NPL

Montgomery County Bid No. 6604

Montgomery County
Purchasing Department
One Montgomery Plaza
425 Swede Street
Norristown, PA 19401

For: Montgomery County, Owner

All in strict accordance with the Specifications, Schedules, Drawings, Allowances, and Conditions for the consideration of the following amounts, including federal, state, and all applicable taxes, for the sum of:

Bid Item No. 1--Base Bid Electrical Work \$ _____

(Write the dollar amount in words)

☐ Check box to confirm contract allowance are included in base bid in accordance with Specification 01 21 00.

Required forms to be included with bid submission:

☐ This Proposal Form

☐ AIA A310 Bid Bond or Equivalent

☐ Non-Collusion Affidavit

☐ Non-Discrimination Affidavit

☐ Prime Contractor Information Form

☐ Responsible Contractor Ordinance Form

1. Allowances:**A. Allowance No. 6: Existing Conditions (EC)**

1. Electrical Prime Contractor shall include this allowance amount in the base bid.
2. Amount: \$100,000 (One-Hundred Thousand Dollars and Zero Cents)

B. Allowance No 7: Provide and Install Twelve (12) additional Exit Signs. (EC)

3. Electrical Prime Contractor shall include this allowance in the base bid.
4. Amount: \$6,000 (Six Thousand Dollars and Zero Cents)

2. Alternates:**A. Alternate Add No. 1 – Domestic Water Booster Pump (Deleted)**

Reference: P1.0a

- 1.1 Electrical Prime Contractor (EC): To not provide power:

Alt.1-EC: Add / Deduct (circle one) \$_____

(Write the dollar amount in words)

B. Alternate Add No. 2 - Fire Pump (Deleted)

New 24" Water Main Pipe at Swede Street Potentially increasing water pressure. Please reference: P0.1, FP1.0a

1. Electrical Prime Contractor (EC): Provide value for deleted fire pump wiring and power.

Alt.2-EC: Add / Deduct (circle one) \$_____

(Write the dollar amount in words)

C. Alternate Add No. 3 – 2nd Floor Fireplace

Cost to provide the referenced Fireplace. Millwork opening will be included in the base bid.

Reference: M0.1, A9.2A

ANF: AQUAFIRE DESIGN, STYLE: PRESTIGE 60" WATER VAPOR FIREPLACE

(SKU: AWPR 60-150)

1. Electrical Prime Contractor (EC): Furnish & install electric fireplace.

Alt.3-EC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

D. Alternate Add No. 4 – Exterior Typewriter Key Seating & Lighted Bollards

Furnish and install Twenty-two (22) typewriter key seats (similar to but different from the lobby typewriter seating) and Three (3) lighted bollards on the project west side of the building in lieu of Five (5) Streetlife Solid Crosswise and Curved Top Seat benches and Five (5) STP lights.

Reference plans (including but not limited to): L2.1, L4.0, L7.1, A4.2, A9.10, E1.7. Note: Bollard anchors must be set in concrete.

1. Electrical Prime Contractor (EC): Provide pricing alternate for lighted bollard lights in lieu of STP lights.

Alt.4-EC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

- E. Alternate Add No. 5 – Local History Collection Rm203 Ducted De-humidifier
Provide a packaged ducted de-humidifier to the Local History Collection room #203.
Reference: M0.1

1. 1. Electrical Prime Contractor (EC)

Alt.5-EC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

- A. Alternate Add No. 10 – Elevator Overcurrent Protection Device & Machine Room/Shaft Heat Detection

Eliminate shunt trip enabled overcurrent protection device requirement for elevator power. Remove heat detection from Machine room and shaft. Coordinate all work with Fire Protection Prime Contractor.

Reference: E2.1

1. Electrical Prime Contractor (EC)

Alt.10-EC: Add / Deduct (circle one) \$\$ _____

(Write the dollar amount in words)

- B. Alternate Add No. 12 – Mobile Video Guard Site Security

Provide Mobile Video Guard Site Security or Equal. 24-month duration, equipment mounting and dedicated power provided.

1. Electrical Prime Contractor (EC)

Alt.12-EC: Add / Deduct (circle one) \$ _____

(Write the dollar amount in words)

3. Unit Prices:

Fill-in clearly the numerical value of unit prices below.

No.	Item	Unit Price Add	Unit	Unit Price Deduct	Unit
A.	Unit Cost: Cost to furnish and install (1) Electrical Power Outlet - Duplex		/PC		/PC
B.	Unit Cost: Cost to furnish and install (1) Data Outlet		/UC		/UC

4. We, the undersigned, agree, if awarded the Contract, to execute an agreement for the above-stated work and compensation on the Form of Agreement contained herein specified.
5. We, the undersigned, agree, if awarded the Contract, to begin work at the site within Five (5) days after Notice to Proceed, and to complete the work in a thoroughly good and workmanlike manner to the satisfaction of the Owner, on or before the Completion Dates as stated in the bid schedule and project specifications.
6. We, the undersigned, acknowledge receipt of and have considered in our proposal Addenda and supplemental information posted on the procurement website, Bonfire.
7. Bid results are available on the web at < <http://www.montcopa.org/495/Purchasing>>.
8. We, the undersigned agree, if awarded the contract, to adhere to all the requirements of the Community Participation Goal Requirements. Refer to Exhibit A, included in the project documentation.
9. We, the undersigned, agree that this Proposal as submitted shall hold good through the one hundred twenty (120) days following the bid date.

Submitted By: _____

Federal ID Number: _____

PA Vendor Number: _____

Address: _____

Signed By: _____

Authorized Signature

Attest: _____

Surety Name: _____

Surety Address: _____

Date: _____

END OF DOCUMENT

BID FORM – PLUMBING CONTRACTOR PRIME

1. In compliance with the Notice to Bidders and the Contract Documents, we, the undersigned, do hereby agree to provide all labor, materials, services, tools, and equipment, and to perform all of the required work to complete the:

For the:

Montgomery County MC-NPL

Montgomery County Bid No. 6604

Montgomery County
Purchasing Department
One Montgomery Plaza
425 Swede Street
Norristown, PA 19401

For: Montgomery County, Owner

All in strict accordance with the Specifications, Schedules, Drawings, Allowances, and Conditions for the consideration of the following amounts, including federal, state, and all applicable taxes, for the sum of:

Bid Item No. 1--Base Bid for Plumbing Work: \$ _____

(Write the dollar amount in words)

☐ Check box to confirm contract allowance are included in base bid in accordance with Specification 01 21 00.

Required forms to be included with bid submission:

☐ This Proposal Form

☐ AIA A310 Bid Bond or Equivalent

☐ Non-Collusion Affidavit

☐ Non-Discrimination Affidavit

☐ Prime Contractor Information Form

☐ Responsible Contractor Ordinance Form

2. Allowances:**A. Allowance No. 8: Existing Conditions (PC)**

1. Plumbing Prime Contractor shall include this allowance in the base bid.
2. Amount: \$75,000 (Seventy-Five Thousand Dollars and Zero Cents)

3. Alternates:**A. Alternate Add No. 1 – Domestic Water Booster Pump (Deleted)**

Reference: P1.0a

- 1.1 Plumbing Prime Contractor (PC): To not provide equipment:

Alt.1-PC: Add / Deduct (circle one) \$_____

B. Alternate Add No. 3 – 2nd Floor Fireplace

Cost to provide the referenced Fireplace. Millwork opening will be included in the base bid.

Reference: M0.1, A9.2A

ANF: AQUAFIRE DESIGN, STYLE: PRESTIGE 60" WATER VAPOR FIREPLACE
(SKU: AWPR 60-150)

1. Plumbing Prime Contractor (PC): Furnish & install water and drain connection to fireplace.

Alt.3-PC: Add / Deduct (circle one) \$_____

3. Unit Prices:

No Unit Prices for this prime bid package.

4. We, the undersigned, agree, if awarded the Contract, to execute an agreement for the above-stated work and compensation on the Form of Agreement contained herein specified.

5. We, the undersigned, agree, if awarded the Contract, to begin work at the site within Five (5) days after Notice to Proceed, and to complete the work in a thoroughly good and workmanlike manner to the satisfaction of the Owner, on or before the Completion Dates as stated in the bid schedule and project specifications.
6. We, the undersigned, acknowledge receipt of and have considered in our proposal Addenda and supplemental information posted on the procurement website, Bonfire.
7. Bid results are available on the web at < <http://www.montcopa.org/495/Purchasing>>.
8. We, the undersigned agree, if awarded the contract, to adhere to all the requirements of the Community Participation Goal Requirements. Refer to Exhibit A, included in the project documentation.
9. We, the undersigned, agree that this Proposal as submitted shall hold good through the one hundred twenty (120) days following the bid date.

Submitted By: _____

Federal ID Number: _____

PA Vendor Number: _____

Address: _____

Signed By: _____

Authorized Signature

Attest: _____

Surety Name: _____

Surety Address: _____

Date: _____

END OF DOCUMENT

BID FORM – FIRE PROTECTION CONTRACTOR PRIME

1. In compliance with the Notice to Bidders and the Contract Documents, we, the undersigned, do hereby agree to provide all labor, materials, services, tools, and equipment, and to perform all of the required work to complete the:

For the:

Montgomery County MC-NPL

Montgomery County Bid No. 6604

Montgomery County
Purchasing Department
One Montgomery Plaza
425 Swede Street
Norristown, PA 19401

For: Montgomery County, Owner

All in strict accordance with the Specifications, Schedules, Drawings, Allowances, and Conditions for the consideration of the following amounts, including federal, state, and all applicable taxes, for the sum of:

Bid Item No. 1--Base Bid for Fire Protection Work: \$ _____

(Write the dollar amount in words)

☐ Check box to confirm contract allowance are included in base bid in accordance with Specification 01 21 00.

Required forms to be included with bid submission:

☐ This Proposal Form

☐ AIA A310 Bid Bond or Equivalent

☐ Non-Collusion Affidavit

☐ Non-Discrimination Affidavit

☐ Prime Contractor Information Form

☐ Responsible Contractor Ordinance Form

2. Allowances:**A. Allowance No. 9: Existing Conditions (FPC)**

1. Fire Protection Prime Contractor shall include this allowance in the base bid.

2. Amount: \$60,000 (Sixty Thousand Dollars and Zero Cents)

3. Alternates:**A. Alternate Add No. 2 - Fire Pump (Deleted)**

New 24" Water Main Pipe at Swede Street Potentially increasing water pressure. Please reference: P0.1, FP1.0a

1. Fire Protection Prime Contractor (FPP): Provide value for deleted fire pump & housekeeping pad:

Alt.2-FPP: Add / Deduct (circle one) \$_____

B. Alternate Add No. 10 – Elevator Overcurrent Protection Device & Machine Room/Shaft Heat Detection

Eliminate shunt trip enabled overcurrent protection device requirement for elevator power. Remove heat detection from Machine room and shaft. Coordinate all work with Fire Protection Prime Contractor. Reference: E2.1

1. Fire Protection Prime Contractor (FPP)

Alt.10-FPP: Add / Deduct (circle one) \$_____

3. Unit Prices:

Fill-in clearly the numerical value of unit prices below.

No.	Item	Unit Price Add	Unit	Unit Price Deduct	Unit
A.	Unit Cost: Cost to delete a single sprinkler head from design layout to NFPA 13 Required layout.		/PC		/PC
B.	Unit Cost: Cost to furnish and install (12) added sprinkler head from overhead pipe main to fixture.		/UC		/UC

4. We, the undersigned, agree, if awarded the Contract, to execute an agreement for the above-stated work and compensation on the Form of Agreement contained herein specified.
5. We, the undersigned, agree, if awarded the Contract, to begin work at the site within Five (5) days after Notice to Proceed, and to complete the work in a thoroughly good and workmanlike manner to the satisfaction of the Owner, on or before the Completion Dates as stated in the bid schedule and project specifications.
6. We, the undersigned, acknowledge receipt of and have considered in our proposal Addenda and supplemental information posted on the procurement website, Bonfire.
7. Bid results are available on the web at < <http://www.montcopa.org/495/Purchasing>>.
8. We, the undersigned agree, if awarded the contract, to adhere to all the requirements of the Community Participation Goal Requirements. Refer to Exhibit A, included in the project documentation.
9. We, the undersigned, agree that this Proposal as submitted shall hold good through the one hundred twenty (120) days following the bid date.

Submitted By: _____

Federal ID Number: _____

PA Vendor Number: _____

Address: _____

Signed By: _____

Authorized Signature

Attest: _____

Surety Name: _____

Surety Address: _____

Date: _____

END OF DOCUMENT

DRAFT AIA® Document A132® – 2019

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

AGREEMENT made as of the « » day of « » in the year « Two Thousand Twenty Six »

(In words, indicate day, month, and year.)

BETWEEN the Owner:

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

«County of Montgomery »« »
«Montgomery County Courthouse »
«PO Box 311 »
«Norristown, PA 19404 »

and the Contractor:

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

« »« »
« »
« »
« »

for the following Project:

(Name, location, and detailed description)

«Montgomery County-Norristown Public Library – Phase 1 Interior Demolition »
1001 Powell Street»
«Norristown, PA 19401 »

The Construction Manager:

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

«Skanska USA Building Inc. »« »
«1010 Spring Mill Avenue »
«Suite 300 »
«Conshohocken, PA 19428 »

The Architect:

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

«Kimmel Bogrette Architecture + Site »« »
«482 Norristown Road, Suite 200 »
«Blue Bell, PA 19422 »
« »

The Owner and Contractor agree as follows.

The Project is subject to the requirements of the Pennsylvania Separations Act (53 P.S. Section 1003) The General Conditions (as that term is defined below) shall be applicable to the activities and Work of each of the Contractors as set forth in their respective agreements with the Owner and the respective Contract Documents applicable thereto.

ADDITIONS AND DELETIONS:

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

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

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It is the desire of the Owner to implement and have all of the participants on the Project utilize and adhere to procedures promulgated by the Lean Construction Institute (collectively, the "Lean Procedures") which shall be coordinated by the Construction Manager. Contractor shall refer to Specification Section 01-3200.

Notwithstanding anything to the contrary contained herein, each prime Contractor is responsible for scheduling its day-to-day activities and tasks. Each prime Contractor shall provide schedules to the Construction Manager, who shall cause to have prepared based upon the Contractor's information, and manage the overall Construction Schedule as hereinafter defined. The Construction Manager shall oversee the overall progress of the Work and Project.

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [« X »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

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

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

« The date of Substantial Completion shall be »

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

Portion of Work	Substantial Completion Date

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

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

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

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

[☐] By the following date: ☐

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

Portion of Work	Date to be substantially complete

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

ARTICLE 4 CONTRACT SUM

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

(Check the appropriate box.)

[☒] Stipulated Sum, in accordance with Section 4.2 below

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

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

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

§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

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

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance

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

Item	Price

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

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

§ 4.3 LIQUIDATED DAMAGES

Liquidated Damages: Owner and Contractor 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 Article 3.3 CONTRACT TIME above, as adjusted in accordance with the Contract Documents. Contractor also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the sum of Five Thousand Five Hundred Dollars (\$5,500) for each calendar day that expires after the time specified in Article 3.3 for Substantial Completion until the Work is Substantially Complete in accordance with the Contract Documents.

After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the sum of Five Thousand Five Hundred Dollars (\$5,500) for each calendar day that expires after the first time specified in paragraph 3.4.2 for Final Completion and readiness for final payment.

The Owner shall be entitled to retain or set-off the amount of liquidated damages for which the Contractor shall be liable to the Owner under the Contract Documents, from amounts which become payable or are otherwise certified as payable to the Contractor under the Contract Documents. In no event shall the withholding of liquidated damages be deemed to be a claim. The Owner's right to set-off liquidated damages is self-executing and is not subject to the claims procedures set forth herein

Owner and Contractor have agreed upon these liquidated damages in recognition of the difficulty in calculating actual damages, which will be suffered on account of delay in completion of the work within the time required as a reasonable estimate of such damages, not as a penalty. Nothing, however, shall prevent Owner from recovering against Contractor actual damages suffered by reason other than delay in completion of the work within the time required, including but not limited to additional Architect and Construction Manager fees, costs and expenses.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the «25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than forty-five days of receipt of all required documents and approvals as set forth herein.. If an Application for Payment is received by the Construction Manager after the application date fixed above, it will not be reviewed and certified for payment until the next month. The Contractor recognizes that formal payment approvals by the Owner are required by law and are a precondition to payment. Upon certification by the Architect and Construction Manager, the payment to the Contractor shall be approved at the next scheduled meeting of the County Commissioners. Payments will not be released until all required documentation has been submitted, reviewed and verified for completeness, accuracy and proper execution. Notwithstanding the timeframes set forth above, should the Contractor fail to provide the Construction Manager will all required documentation, the Construction Manager shall have thirty (30) days from the receipt of all required documentation to certify payment.

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

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

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall not be front-loaded, and shall reasonably allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require and is subject to the Construction Manager's written approval. If the Contractor and Construction Manager cannot agree on the schedule of values within forty-five (45) days of the date of the Contractor's original submission, the Construction Manager shall establish the schedule of values for use on the Project. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019 as amended;

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019 as amended; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.5 Retainage

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

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

«Ten percent (10%) as provided below »

§ 5.1.5.1.1 The following items are not subject to retainage:

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

«Bonds and Insurance »

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

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

« When the contract is 50% completed, upon submission of an Application for Payment by the Contractor, one-half of the amount retained by the Owner shall be returned to the Contractor. However, the Architect and Construction Manager must approve the Application for Payment. The Contractor must be making satisfactory progress, and there must be no specific cause for greater withholding. The sum withheld by the Owner from the Contractor after the contract is 50% completed shall not exceed 5% of the value of completed Work based on monthly progress payment requests. In the event a dispute arises between the Owner and any prime contractor, which dispute is based upon increased costs claimed by one prime contractor occasioned by delays or other actions of another prime contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless the prime contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify the Owner against the claim. All money retained by the Owner be withheld from the Contractor until Substantial Completion of the contract. In no event shall the reduction of retainage by the Owner be constructed to be acceptance of the quality or progress of the Work »

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

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

«See General Conditions, as amended »

§ 5.2 Final Payment

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

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

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

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

« The Contractor recognizes that formal payment approvals by the Owner and Construction Manager are required by law and are a precondition to payment. Upon certification by the Architect, the payment to the Contractor shall be approved at the next scheduled meeting of the County Commissioners. Payments will not be released until all required documentation has been submitted, reviewed and verified for completeness, accuracy and proper execution. »

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

«Six » % « per annum simple interest »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[**«X»**] Litigation in the Court of Common Pleas of Montgomery County, Pennsylvania which shall have exclusive jurisdiction and venue.

[« »] Other: *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, as amended.

« »

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

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

§ 7.2.1 Termination

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

§ 7.2.1.2 Termination by the Owner for Cause

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

- .1 Take the value of the Work put in place by the Contractor to the date of termination;
- .2 intentionally omitted;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019, as amended.

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

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019, as amended; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

«David Hahn »
«Capital Projects & Programs Director »
«Montgomery County »
«425 Swede St., suite 800 »
«Norristown, PA 19404 »
«

The Construction Manager's Representative shall be:

«Gary Warren »
«Skanska USA Building Inc »
«518 East Township Line Rd. »
«Suite 200 »
«Blue Bell, PA 19442 » »

§ 8.3 The Contractor's representative:

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

« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

« The Contractor acknowledges and agrees that all personnel shall comply with the COVID-19 Safety & Health Guidelines or such other pandemic guidelines or laws as issued by governmental and regulatory agencies. All contractors/vendors/suppliers are required to educate their personnel on the current guidelines and provide the required PPE (face mask, gloves, etc.) to aid in the prevention of spreading the COVID-19 virus or any other pandemic. It is the responsibility of each company to ensure their personnel are following the guidelines and utilizing the required PPE. Contractor and its subcontractors, vendors and suppliers shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, including site safety and safety precautions and programs, including its COVID-19 safety program or other pandemic program. Therefore, Owner assumes no liability for financial or health consequences from the actions or lack of actions taken by Contractor and ones for whom it is responsible, their employees and representatives, delays, or suspensions, with regard to the COVID-19 guidelines, governmental actions or any pandemic. The Contractor shall work cooperatively with other contractors at the site to clean the jobsite, and jobsite trailers at a minimum of twice daily. Such shall include, but not be limited to desk surfaces, doorknobs, push/pull plates, job boxes and any and all other surfaces that may be touched. All costs associated with compliance with COVID or other pandemic requirements and guidance are included in the Contract Sum. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition as amended
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit- INTENTIONALLY OMITTED
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

[« »] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

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

« »

[«X »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:

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

«Exhibit – List of Plans and Specifications
Exhibit – Montgomery County Participation Goals

The express terms and conditions set forth in this Agreement and General Conditions shall take precedence over any other Contract Document

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

COUNTY OF MONTGOMERY

OWNER (Signature)

« Lee Soltysiak, Chief Operating Officer »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

OWNER (Signature)

Chair, Montgomery County Commissioners

(Printed name and title)

CONTRACTOR WITNESS (Signature)

OWNER (Signature)

David Hahn, Capital Projects Director

(Printed name and title)

DRAFT AIA® Document A232® – 2019

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

for the following PROJECT:

(Name, and location or address)

«Montgomery County-Norristown Public Library-Phase 1 Interior Demolition »
«1001 Powell Street
Norristown, PA 190401»

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

«Skanska USA Building Inc. »
«1010 Spring Mill Avenue »
«Suite 300
Conshohocken, PA 19428 »

THE OWNER:

(Name, legal status, and address)

«County of Montgomery »
«PO Box 311 »
«Norristown, PA 19404 »

THE ARCHITECT:

(Name, legal status, and address)

«Kimmel Bogrette Architecture + Site »
«482 Norristown Road, Suite 200»
«Blue Bell, PA 19422 »

The Project is subject to the requirements of the Pennsylvania Separations Act (53 P.S. Section 1003). These General Conditions, as amended, shall be applicable to the activities and Work of each of the Contractors separately engaged by the Owner as set forth in their respective Agreements.

It is the desire of the Owner to implement and have all of the participants on the Project utilize and adhere to procedures promulgated by the Lean Construction Institute (collectively, the “Lean Procedures”) which shall be coordinated by the Construction Manager. Contractor shall refer to Specification Section 01-3200.

Notwithstanding anything to the contrary contained herein, each prime Contractor is responsible for scheduling its day-to-day activities and tasks. Each prime Contractor shall provide schedules and updates to the Construction Manager in a timely manner, who shall prepare and manage the overall Construction Schedule as hereinafter defined. The Construction Manager shall oversee the overall progress of the Work and Project.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), as amended and consist of the Agreement, Conditions of the Contract (consisting of these General Conditions of the Contract, and any Supplementary and other Conditions) as amended, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements. The Contractor shall be fully familiar with all documents relating to the Project. In the event of a conflict with other contractors regarding scope as set forth in the bid documents, the Construction Manager shall make an initial determination which shall be binding on the Contractor.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate the performance of their respective duties. The Owner shall be entitled to performance of the obligations intended for its benefit, and to enforcement thereof. If any Contractor fails to fulfill its responsibilities in the performance of its Work, as described in the Contract Documents, the Contractor shall remain responsible to the Owner for the final completion of the Work and for any damages, losses, costs and expenses incurred by the Owner as a result of claims by a separate contractor engaged by the Owner for the Project. The Contractor acknowledges: a) that the Work is an obligation intended for the benefit of the Owner; and b) that none of the Subcontractors of the Contractor shall have contractual or third party beneficiary rights against the Owner due to any of the Owner's obligations hereunder; and c) each of the prime Contractors engaged by the Owner for the Project may be dependent upon the timely Work of the Contractor. The Contractor shall cause its Subcontractors to so acknowledge in their respective Subcontracts. However, the Owner shall be understood to be a third-party beneficiary of the performance obligations of each and all of the Subcontractors.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract as defined above, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor and the Subcontractors, Sub-subcontractors at every level, material suppliers and other entities for whom the Contractor is responsible to fulfill the Contractor's obligations, under its Contract, whether on or off the Property. The Work constitutes a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents and which includes construction by other Contractors, and by the Owner's own forces and Separate Contractors.

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

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

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

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

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

§ 1.1.10 PROPERTY. The Property is the real property and all improvements thereon known as Montgomery County Justice Center and located at 2 East Airy Street, Norristown, Montgomery County, PA 19401.

§ 1.1.11 PROJECT SITE. The Project Site is the Property, including the improvements thereon, and the location of the site where the Work by the respective Contractors is to be performed.

§ 1.1.12 Architect's Supplementary Instructions. Supplementary drawings, written instructions or an order for minor modifications of any of the Work issued by the Architect which does not involve an adjustment to the Contract Sum or an extension of the Contract Time.

§ 1.1.13 Addenda. Forms issued by the Architect prior to or after the execution of the Contract which interpret or modify the Bid Documents by additions, deletions, clarifications or corrections.

§ 1.1.14 Bid Documents. The drawings, specifications and other Contract Documents which are issued to prospective bidders for Contracts for the Work – in conformity with the Separations Act and applicable public bidding requirements – including any requests for proposals or other invitations to bid, and related documents that are to be executed and submitted by the Contractor with its bid proposal for the Work for the Project for which the prospective bidder submitted its bid.

1.1.15 Bulletin (or AIA Form G709 - Proposal Request). Form issued by the Architect after the execution of the Contract at the direction of the Owner, requesting a cost proposal for changes in the Work which are outlined and described in the Bulletin, which may also include revised Drawings and/or revised Specifications.

§ 1.1.16 Notice to Proceed. Written authorization to the Contractor from the Owner to commence construction activities pursuant to the Contract applicable to such Contractor. The Notice to Proceed may be delivered in person by Owner to the Contractor or mailed to the Contractor by certified or registered mail, return receipt requested.

§ 1.1.17 Indemnitees. Owner, the Architect, Construction Manager, and each of their respective officers, directors, employees, agents, representatives, successors, and assigns.

§ 1.1.18 Government Authorities (or Authorities Having Jurisdiction or AHJ). Any federal, state, local governmental entity or authority having jurisdiction over the Work, the Project or the Contractor.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.2.4 Subject to the provisions of Section 1.2.5, in the event of inconsistencies within or between parts of the Contract Documents applicable to the Work of a Contractor, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation and direction.

§ 1.2.5 The Architectural and Structural Drawings and details shall govern in the event of any conflicts between such Drawings and the Mechanical and Electrical Drawings, but not to the extent of allowing, nor shall the foregoing relieve the Mechanical or Electrical Contractor of responsibility for the omission of any items shown on Mechanical and Electrical Drawings.

§ 1.2.6 The provisions of the Contract Documents applicable to each Contract are binding on the Contractor, Subcontractors, and Sub-subcontractors for all Work shown or indicated on the original Contract Documents applicable thereto plus any additional work authorized by change order, interpretation or field orders pursuant to such Contract Documents.

§ 1.2.7 Should a conflict occur in or between any drawings and/or specifications, the Contractor is deemed to have estimated on and agreed to perform the more expensive way of doing the Work under its Contract. Manufacturer's equipment specifications are based on models and/or construction and installation procedures prevailing at the date of the invitation and/or advertisement to submit bid proposals. Equipment installations requiring modifications due to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed by the Contractor at no additional cost to Owner.

§ 1.2.8 Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the Work or the Project. Failure of the Contractor to request needed clarifications and/or in the event of its proceeding with affected work prior to receiving same, shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 Instruments of Service, including the Drawings and Specifications, are and shall remain property of the Owner and the Owner will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. None of the Contractors, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution of any Drawings or Specifications to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractors, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractors, Subcontractors, Sub-subcontractors, and suppliers

may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific prior written consent of the Owner.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The Contractor shall use the Architect's standard Digital Agreement.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in Architect's standard 3D Model Release Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. The Contractor acknowledges that 3D Computer Model is not a part of the Construction or Contract Documents for the Project and that Architect makes no representations or warranties, express or implied, regarding the 3D Computer Model, the accuracy or completeness of the 3D Model or the data and/or information contained therein. Contractor will be required to execute Architect's standard 3D Computer Model release form prior to Contractor's use of said Model

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.2 Evidence of the Owner's Financial Arrangements – Intentionally Omitted

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for Building permit and related fee that are the specific responsibility of the Owner under the Contract Documents, the Contractor shall secure and pay for all necessary approvals required for construction, and the performance of its Work. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall cooperate with the Construction Manager as necessary to enable the Construction Manager to secure the building permit. The Contractor shall be responsible for any and all costs associated with road closures, sidewalk closures, parking fees and such other costs related to their Work including, but not limited to those identified in the Contract Documents.

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

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

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

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

§ 2.3.6 Contractor shall check any surveys and if the Contractor notes any inaccuracies in such surveys with the observable physical conditions of the Property and the Contract Documents, it shall so promptly notify Owner in writing. Contractor assumes full responsibility for timely acquainting itself by visual observation and review of information contained in the documents provided by Owner, Architect and Construction Manager with the location of its Work, with the location of utilities situated on, near or under its Work site or otherwise affecting its Work as shown on the Drawings and Specifications, the soils, subsurface conditions and all other construction activity and conditions presently occurring on the Project Site, as well as that being proposed at the Project Site whether to be performed by another Contractor or otherwise.

§ 2.3.6.1 The Owner shall furnish any information or services under the Owner's control and relating to the Contractor's performance of its Work after receiving the Contractor's written request for such information or services.

§ 2.3.7 The Owner and Contractor shall forward all communications to the Construction Manager.

§ 2.3.8 The Owner shall not be precluded or estopped by any approvals made or given by them under any provision or provisions of any Contract Documents and subject thereto, at any time, either before or after completion and acceptance of the Work thereunder and payment therefor, from identifying true and correct amount and character of the Work performed and materials and equipment furnished by the Contractor and its Subcontractors; nor from showing at any time that the Work or materials, equipment or any parts thereof do not conform to the Drawings and Specifications and the other Contract Documents applicable to the Contractor. The Owner shall have the right to reject the whole or any part of the aforesaid Work or materials and equipment should the said Work be inconsistent and not in compliance with the terms of the applicable Contract, or otherwise improperly performed or defective; and the Owner shall not be precluded or estopped from demanding and recovering from the Contractor such costs, expenses or damages as it may sustain or incur by reason of their failure to comply with the terms of the Contract Documents applicable to the Contractor, or on account of any over-payments made based on any estimate or certificate. Neither the acceptance by the Owner, nor any certificate approved for payment of money, nor any payments for, nor acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the Contract Documents applicable to the obligations of the Contractor or any power herein reserved by the Owner or any right to damages by the Owner, nor shall any waiver of any breach of the such applicable Contract Documents be held to be a waiver of any other or subsequent breach by the Contractor.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Owner's exercise of the right described in this section shall not give rise to any extension of the Contract Time nor increase in the Contract Sum. The Contractor shall commence and diligently complete correction of Work, including all Work identified on the Non-Conforming Work list. The Owner shall be entitled to withhold the reasonable value of such Non-Conforming Work from subsequent Applications for Payment should the Contractor fail to commence and diligently pursue correction within ten (10) business days of receipt of notice from the Construction Manager.

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.6 Additional Rights

§ 2.6.1 The Contractor shall provide access to the Project Site and the Work so that Owner, Architect, Construction Manager and their representatives may perform their functions under the Contract Documents.

§ 2.6.2 The rights stated in this Article 2 shall be in addition to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

§ 2.6.3 The Owner shall have the right to occupy, take possession of any/or use, or permit any designated person to occupy or use, any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired, but such occupancy, taking possession and use shall not be deemed an acceptance of any Work that is deficient or not completed in accordance with the Contract Documents applicable thereto. Any such occupancy, possession and/or use by the Owner will not relieve any Contractor of its obligation to maintain insurance in acceptance with Article 11 of its Contract.

§ 2.6.4 The Owner's exercise of any of its rights or remedies under any of the Contract Documents, including without limitation, ordering changes in the Work or any portion thereof, or directing suspensions, or correction of the Work or any portion thereof, and regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as interference, active or otherwise, with the Contractor's performance of the Work under its Contract.

§ 2.6.5 The Owner will not be responsible for and will not have control or charge over construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any of the Work and/or the Project, and Owner will not be responsible for any Contractor's failure to carry out the Work under its Contract in accordance with the applicable Contract Documents and applicable laws, rules and regulations. Owner will not be responsible for or have control or charge over the acts or omissions of any Contractors, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

§ 2.6.6 The Owner has the authority to reject any portion of the work which does not conform to the Contract Documents applicable thereto or which is otherwise deficient. Whenever, in its sole opinion, Owner considers it necessary or advisable for implementation of the intent of the Contract Documents applicable thereto, Owner will have the authority to require special inspection or testing of the Work in accordance with Section 13.5.2, whether or not such Work is then fabricated, installed or completed. However, neither the Owner's authority to act under this Section, nor any decision made by Owner in good faith, either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of Owner to any Contractors, subcontractor, any of their agents or employees, or any other person performing any of the Work.

§ 2.6.7 In the event the Owner or Construction Manager determines that the progress of the Work affecting the critical path of the Agreed Construction Schedule is behind or otherwise does not comply with the progress set forth in the Agreed Construction Schedule due to delays of any Contractor or its Subcontractors in performing the Work under its Contract pursuant to the Agreed Construction Schedule, such Contractor is not entitled to receive an extension of the Contract Time or any additional compensation in accordance with the Contract Documents. Such Contractor shall submit to the Owner and Construction Manager for their approval a "recovery Plan" within 5

business days of request by the Construction Manager which will indicate the manner in which such Contractor intends to get its Work back on schedule in accordance with the Agreed Construction Schedule, which may include, without limitation, increasing the number of workmen performing the Work, utilizing overtime work and requiring additional work shifts and such other information as the Construction Manager may require. Such plan shall be implemented within twenty-four hours of the Construction Manager's approval. The costs and expenses of preparing and implementing the Recovery Plan shall be borne solely by the Contractor and shall not be subject of a Change Order modifying the Contract Time or the Contract Sum. In addition, the Contractor shall bear responsibility for any and all costs, damages, losses, and expenses of the Owner, including professional fees, in connection with any Change Orders or claims by other Contractors arising out of or related to delays or impacts from the Contractor failing to comply with the progress set forth in the Agreed Construction Schedule ("Impact Costs"). The Owner shall be entitled to offset such Impact Costs against any sums due the Contractor or if sufficient Contract Sums are not remaining, the Contractor shall pay the Owner for the Impact Costs within seven (7) days of written demand.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.4 Except as and to the extent specifically provided in § 2.3 and § 9.7, each Contractor shall proceed diligently with the performance of the Work under its Contract at all times in accordance with the Contract Documents applicable thereto. Such performance shall continue despite any disputes or delays and pending resolution of any request for relief, claim, appeal or other legal or equitable action related to the Contract. Contractor acknowledges and agrees that the timely provision of schedule updates and information is necessary for the overall success of the Project and will be responsible for any and all damage, costs and expenses arising out of its failure to do so. In no event shall Contractor delay the Project in the event of a good faith dispute.

§ 3.2.1 Execution of the Contract by the Contractor is a representation that:

- .1** Contractor has examined all of the applicable documents pertaining to the Work under its Contract and the Project Site.
- .2** Contractor has visited the Project Site, has familiarized itself as to the Work to be performed by the Contractor and by the other Contractors on the Project, and job conditions, and has satisfied itself as to the accessibility to and general character of the Project Site, the nature of the Work under its Contract, visible conditions of any existing buildings and structures at the Project Site, the location of all utilities, the character of the equipment and facilities needed preliminary to and during prosecution of the Work under its Contract, the general and local conditions under which such Work is to be performed, construction hazards, and all other matters which could in any way affect the construction means, methods, techniques and procedures involved in the Contractor's Work under the Contract Documents applicable thereto, and has correlated its observations with the requirements of the Contract Documents applicable to such Work. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed including without limitation (a) the location, condition, layout, nature of the Project Site and surrounding areas, including space available for the storage or placement of its on-site offices, materials and equipment as well as the other Contractors, as determined and coordinated by the Construction Manager, (b) generally prevailing climatic

conditions, (c) anticipated labor supply and cost, (d) availability and cost of materials, tools and equipment and (e) other similar issues unless specified in the Contract Documents. The Owner assumes no responsibility or liability for the safety conditions of or at the Project Site or any thereon in connection with the Project. Contractor has satisfied itself by its own investigation and research regarding the materials and equipment to be furnished by it and as to the meaning and intention of the Drawings and Specifications and these General Conditions, and other Contract Documents, referred to herein. Contractor has based its decision to execute its Contract and the other Contract Documents on its review of the Contract Documents, its own investigation and observations and the information it has obtained from the Bid Documents, Owner, Architect or others and reviewed to its own satisfaction. No verbal agreement or conversation with any representative of Owner, either before or after the execution of its Contract shall affect or modify any of the terms, conditions or obligations contained in the Contract and other Contract Documents. Contractor is not relying on any representations by Owner or any other party with respect to its Work under its Contract and any of the obligations, responsibilities or liabilities imposed upon the Contractor in the Contract Documents.

- 3 Contractor is fully aware of the critical time restrictions for performance and completion of its Contract, and of the importance for its coordination of its scheduling and performance of its Work with the Construction Manager and with those of the other Contractors working on the Project.
- 4 Contractor is fully aware of the state, contents and provisions of the Specifications and Drawings, and other Contract Documents, as of the date of this Contract
- 5 Contractor is an expert in planning and performing major construction such as the Project and the Work to be performed under its Contract, and in working on multiple prime contract projects such as the Project.

§ 3.2.2 The Contractor shall, prior to starting each portion of its Work and thereafter during the course of such Work, carefully study and compare the Contract Documents applicable thereto with each other and with information furnished by the Owner pursuant to § 2.2.3 and shall at once report to the Architect any errors, inconsistencies or omissions discovered or which the Contractor should have discovered therein or relating thereto, as well as any variance from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body or public or quasi-public authority, which the Contractor know or should have known of such error, inconsistency, omission or variance, and failed to timely report it in writing to the Architect. If the Contractor performs any construction activity which it knew or should have known involved an error, inconsistency, omission, or variance in the Contract Documents without such prior notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear all the attributable costs for correction irrespective of the cause or source thereof.

§ 3.2.3 The Contractor shall take field measurements and verify field conditions relating to the performance of its Work and shall carefully compare such field measurements and conditions relating to the performance of its Contractor with the Contract Documents before commencing activities. Survey drawings describing utility locations are included with the Contract Documents for information purposes only. The Contractor shall, not less than seven days prior to commencing activities, notify or inform the Pennsylvania One Call System of the commencement of any activities relation to its Work that will or may disturb utility service. Errors, inconsistencies or omissions discovered as the result thereof shall be reported to the Architect, Construction Manager and Owner at once, and the Contractor shall not proceed with its Work until written instructions have been received from the Architect. .

§ 3.2.4 Contractor shall promptly notify Architect, Construction Manager and Owner, in writing, of materials, systems, procedures or methods of construction either shown on the Drawings or specified on the Specifications which the Contractor reasonably believes are incorrect or inappropriate for the purposes intended, or for which Contractor objects to furnishing the warranties required by the applicable Contract Documents. Architect, Construction Manager and Owner will make a determination of such matters in writing. Contractor shall be responsible for any additional costs resulting from its failure to promptly notify Architect, Construction Manager and Owner in writing that such materials, systems, procedures and methods are incorrect or inappropriate to the extent Contractor was aware thereof

§ 3.2.5 The Contractor shall perform its Work in accordance with the Contract Documents applicable thereto and shop drawings and other submittals relating thereto reviewed pursuant to § 3.12. The Contractor shall make no changes therefrom without prior written acceptance by the Construction Manager and Owner. Where there is an

ambiguity or discrepancy, or where detailed information is lacking, the Contractor shall inquire of and refer to the Owner, Construction Manager and Architect for clarification or information before ordering any products or proceeding with its Work. The Contractor shall perform its Work reflecting the correction of such errors, inconsistencies, and omissions subject to upon Owner's execution of appropriate Change Order therefore. Work ordered, fabricated or constructed by the Contractor, when the Contractor Documents do not clearly specify in detail the Work to be done or where the Work conflicts with such Contract Documents without the issuance of such Change Orders, shall be corrected by Contractor without claim for an increase in the Contract Sum or an extension of the Contract Time. Recommendations of Architect with regard to such ambiguities or discrepancies shall not make Architect an arbitrator to establish the responsibilities of the Subcontractors to the Contractor with regard to the Subcontractors' portions of its Work.

§ 3.2.6 The Contractor shall furnish, without claim for an increase in the Contract Sum or Contract Time, all work and materials not mentioned or shown, but reasonably inferable from the Contract Documents applicable to its Contract as necessary for the proper execution and completion of its Work. The Contractor shall furnish, without claim for an increase in the Contract Sum or Contract Time, any work and material not mentioned in or shown, required to conform the Contractor's Work to all applicable laws and rules and regulations involving construction means, techniques, methods and procedures promulgated by all federal, state, and local governmental and quasi-governmental agencies having jurisdiction over its Work. Except for design responsibility related to its means and methods of construction and delegated design and engineering specifically required by the Contract Documents as outlines in Section 3.12.10.1, nothing in this paragraph shall be construed to impose upon the Contractor any responsibility for the design of its Work, which the Owner acknowledges shall be the responsibility of the Architect.

§ 3.2.7 Dimensions indicated on the Drawing applicable to the Contractor's Work are required dimensions, regardless of measurement per given scale. The Contractor shall verify at the Project Site necessary levels, measurements, etc. for complete fabrication, assembly and installation, fitting of equipment, fixtures and its Work. Where dimensions are not indicated and the exact location is not apparent, the Contractor shall promptly notify the Architect, Construction Manager and Owner, and the Architect shall compute the required measurements. Inadvertent discrepancies, or contradictions, or omissions of details, figures or notes of one drawing which are correctly given on another drawing shall not be cause for additional charges or claims by the Contractor or a change in the Contract Time.

§ 3.3.1 In conjunction with and subject to the overall direction and coordination by the Construction Manager of the Contractor's Work being performed at the Project, the Contractor shall supervise and direct Work in collaboration and cooperation with the Construction Manager and other Contractors as provided in these General Conditions, using the Contractor's best skill and attention provided, however, the Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for performing and coordinating all portions of the Work under its Contract.

§ 3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing any portions of the Contractor's Work for, or on behalf of, the Contractor or any of its Subcontractors or claiming by, through or under the Contractor, and for any damages, arising out of relating to and/or resulting from performing portions of the Contractor's Work under a contract with the Contractor.

§ 3.3.4 Notwithstanding any provision of these General Conditions, the Contractor shall not be relieved of any obligations to perform its Work in accordance with the Contract Documents applicable to its Contract either by the activities or duties of the Owner, Construction Manager the Architect in their administration of the Contract, or by any tests, inspections or approvals required or performed by persons other than the Contractor

§ 3.3.5 The Contractor shall be responsible for laying out its Work and shall be responsible for all lines, elevations and measurements of its Work. The Contractor must exercise proper precautions to verify all figure shown on the applicable Drawings before laying out its Work and will be responsible for any errors or omissions resulting from the failure to exercise such precautions.

§ 3.3.6 Contractor shall not cause or permit any disruption to the streets and utilities serving any occupied portion of the Project, the remainder of the Project, work being performed by other Contractors on the project or other

properties (whether or not owned by the Owner or part of the Property) without Owner's prior consent which may be conditioned upon restrictions in the time, place and manner of such disruption.

§ 3.3.7 The Contractor shall review the construction schedules, shop drawings, product data, samples and reference standards for the work of each Subcontractor to properly execute and complete the Contractor's Work without discrepancy where the work of one trade or Subcontractor joins, or is on or impacts the work of another trade or Subcontractor. The Contractor shall coordinate the relations and activities of the various Subcontractors and trades for the orderly prosecution and progress of its Work and shall ensure that required anchorage, blocking or other interactive elements are furnished and set at proper times in accordance with the detailed requirements for the proper execution of the Contractor's Work.

§ 3.3.8 Every trade or Subcontractor preparing to work in an area previously prepared or worked upon by another trade or Subcontractor shall review and approve the previously installed Work and the area prior commencing, and shall not commence their Work in the event that previously installed Work was not performed properly. Contractor ensure that any allegedly unsatisfactory conditions in the previously installed Work and/or are reported to the Construction Manager and Owner and that no Work is done in the affected area until the unsatisfactory conditions have been eliminated or corrected. Commencement of Work by a trade or a Subcontractor of the Contractor shall constitute approval and acceptance of the prior Work and the area by the Contractor and the trade or Subcontractor.

§ 3.3.9 Owner, the Contractor, Construction Manager and Architect, or any of them, shall hold meetings at the Project Site at such times as the Owner requests, including, without limitation with the Contractor and the other Contractors involved with the Project.

§ 3.3.10 Where the Contract Documents applicable to the Contractor's Work refer to particular construction means, methods, techniques, sequence or procedures or indicate or indicate or imply that such are to be used on the Contractor's Work, such mention is intended only to indicate that the operations of and as determined by the Contractor shall be such as to produce the quality of Work implied by the operations described, but that the actual determination of whether the described operations may be safely or suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Architect and Construction Manager in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work if these differ from those mentioned in such contract Documents. All loss, damage or liability, or cost of correcting defective Work of the Contractor arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents applicable to the Contractor's Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Intentionally omitted.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out its Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior shall not be tolerated by the Contractor.

§ 3.4.4 The Contractor will be held to be reasonably familiar with all conditions affecting the labor to be utilized by the Contractor in performing its Work on the Project, including but not limited to unions, incentive pay, working conditions, procurement, living and community conditions. The Contractor shall hereby assume responsibility to the Owner for all costs resulting from the failure to verify all conditions potentially affecting its labor for the Project. The Contractor shall be responsible for the maintenance and observance of sound labor practices by its own force in performing its Work, and shall be responsible for the observance of sound labor practices by its Subcontractors and

all other Sub-subcontractors, vendors and suppliers performing its Work, and shall comply with the terms of all labor agreements to which it is bound and take all steps necessary to avoid labor disputes and the potential delay and disruption arising therefrom.

§ 3.4.5 All material and equipment delivered to Project Site shall be so stored, handled and secured as to preclude loss, theft, intrusion of any foreign substance or causing of any discoloration or other deterioration therein and to prevent any damage thereto which might reduce its effectiveness and/or warranted condition as part of the Contractor's Work. Any damaged or rejected material or equipment shall be immediately removed from the Project Site.

§ 3.4.6 All Work described or required as part of the Contractor's Work shall be executed in a neat, skillful, workmanlike manner in accordance with the best recognized trade practices, and the applicable Contract Documents and governmental laws, rules, regulations and ordinances. Only competent workmen who satisfactorily perform their duties shall be employed by the Contractor on the Project and, when requested by Owner, the Contractor shall discharge and shall not re-employ on the Project any person who commits trespass or who is, in the Owner's opinion, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable.

§ 3.4.7 Any material or equipment specified in the Contract Documents applicable to the Contractor's Work by reference to the number, symbol, or title of a specific standard such as that of the American Society for Testing Materials (ASTM), a Product or Commercial Standard, Federal Specification or other similar standards, or where the applicable Specifications contain no revision date, shall comply with the requirements of the latest revision thereof and any supplement or amendment thereto, in effect on the date of receipt of bids. The standards referred to, except as specifically modified in the applicable Specifications, shall have the same force as if they were printed in full context within the Specifications.

§ 3.4.8 Where it is required in the Specifications that materials, products, processes, equipment or the like to be installed or applied in accordance with the manufacturer's instructions, directions, or specifications or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with current published instructions furnished by the manufacturer of the materials, products, processes and/pr equipment concerned for use under conditions similar to those at the Contractor's Work site, Unless other stated, the Contractor shall furnish one (1) copy of each of instruction to Owner, the Construction Manager, and the Architect.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that all materials and equipment furnished and installed under the Contract will be of good quality and new unless the Contract Documents applicable thereto require or permit otherwise. The Contractor further warrants that its Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of such Work that the Contract Documents require or permit. Work, materials, or equipment provided as part of the Contractor's Work not conforming to these requirements shall be considered defective. The Contractor's warranty relating to its Work excludes remedy for damage or defect caused by abuse, alterations to its Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall coordinate all of its Work of like material in order to produce harmony of matching finishes, textures, colors, etc., throughout the various components of its Work and the Project Notwithstanding anything to the contrary contained in this § 3.5.1, the installation of finish materials in and as part of the Contractor's Work, including without limitation, brick, stone, glass or wood, that have a naturally occurring variation in appearance, color, grain or texture, shall be considered defective work if, in the opinion of Owner, Construction Manager or Architect, the result of such installation detracts from the appearance or aesthetic quality of the Contractor's Work or the Project, or any portion thereof. Prior to the installation of any such finish materials in and/or as part of the Contractor's Work, the Contractor shall submit a variety of samples of such finish materials to the Owner, Construction Manager and Architect. The Owner, Construction Manager and Architect shall inspect the samples and shall approve of a range of naturally occurring variations in appearance, color, grain, or texture for such materials. Finish materials that are submitted by the Contractor as provided above and within the range approved by Owner, Construction Manager and Architect shall not be considered defective.

§ 3.5.1.1 In addition, the Contractor agrees to perform its Work in such a manner so as to preserve any and all manufacturer's and other warranties or guarantees applicable thereto. The Contractor shall furnish seventy-two (72) hour callback service for all equipment provide by Contractor as part of its Work for a period of one (1) year after the making of final payment for and acceptance of its Work; provided, however, that notwithstanding the foregoing, the Contractor shall provide prompt emergency call back service for all pumping systems, security systems, emergency generator, electric switch gear, smoke exhaust fans, chillers, domestic water heaters and all other vital systems included within its Work.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. Any fee required for the transfer of any Warranty or Guarantee shall be the sole responsibility of the Contractor.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is tax-exempt and all tax refunds shall inure to the benefit of the Owner.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, and with cooperation from the Contractor, shall secure and pay for the building permit. The Contractor shall secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of its Work that are customarily secured after execution of the Contract and legally required at the time bids are received, and shall pay all fees and charges for connections to outside utility and other services; the use of municipal or private property for the storage and/or placement of its materials, parking, storage or personnel trailers or similar facilities; all utility services, temporary obstructions, enclosures, opening and patching of streets, etc., off of the Property arising from or related to the performance and completion of its Work.

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

§ 3.7.3 If the Contractor performs Work when it knew or should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of governmental authorities, the Contractor shall assume full responsibility for such Work and shall bear the costs attributable hereto.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor contends that the actual Project Site or Work site conditions differ materially from the Project Site or Work site conditions disclosed by the Owner to the Contractor in the Contract Documents or ascertainable upon visual observation thereof by the Contractor, the Contractor shall promptly give written notice to the Owner, Architect and Construction Manager of (1) any subsurface or latent physical conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents known physical conditions at the Project Site or Work site of an unusual nature that differ materially from those ordinarily encountered to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) the existence of toxic or hazardous materials or substances not specifically described and identified in the Contract Documents, the Contractor shall promptly provide notice thereof to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 48 hours after the Contractor's first observance of the conditions. The Owner, Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they after receiving such notice. If the condition encountered as the result of such investigation do not differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the Contractor's Work pursuant to the Contract Documents applicable thereto, whether or not changed as the result of the conditions, a mutually agreed upon adjustment shall be made in the Contract Sum, and/or Contract Time if applicable, pursuant to the Contractor's Contract. If the Owner, Architect, in consultation with the Construction Manager, if applicable, pursuant to the Contractor's Contract. If the Owner and the Contractor cannot agree on an adjustment to the Contract Sum or the Contract Time, any adjustment relating thereto shall be subject to further proceedings and to the claims and dispute

resolution process as provided in Article 15. Notwithstanding anything set forth herein to the contrary, the Contractor shall not be entitled to an adjustment in the Contract Sum or the Contract Time if such unknown or concealed condition(s) is: (i) of a usual nature or does not differ materially from those ordinarily encountered and generally recognized as inherent in construction activities of the character provided for in the Contract Documents; (ii) not materially different from those conditions disclosed or which reasonable should have been discerned or anticipated by the Contractor's prior work, inspection, test and reviews; or (iii) of a nature which the Contractor or any of its Subcontractor or Sub-subcontractors should reasonably know or anticipate based on any of the foregoing.

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

§ 3.7.6 A copy of the building permit(s) applicable to the Contractor's Work shall be delivered to the Architect, Construction Manager and Owner as soon as it is obtained. Upon final completion of its Work, the Contractor shall deliver all original permits, licenses and certificates relating to such Work to the Owner and shall deliver photocopies thereof to the Construction Manager and Architect.

§ 3.7.7 The Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations bearing on the Contractor's means, methods, techniques or procedures of the Work under its Contracts exist as of the date of the Contract, or as may be thereafter enacted during the prosecution of its work by any Governmental Authorities having any jurisdiction or authority over the Work and the performance thereof. The Contractor shall indemnify and hold harmless the Indemnitees against any claim or liability (and any and all related costs, expense or attorneys' fees) arising from, or based on, the violation of any such laws, ordinances, regulations, orders or decrees, whether by itself or its Subcontractors, Sub-subcontractors, supplies or employees.

§ 3.7.7 The Contractor shall consult with the appropriate departments of the Government Authorities from time to time to ensure that it has satisfied and is satisfying all conditions and requirements of the Government Authorities with regard to the performance and inspection of its Work, and shall use its best efforts to expedite resolution of any conflicts and discrepancies concerning any inspection and performance requirements for issuance of certificates of occupancy relating to its Work. The Owner, Construction Manager and Architect will provide their full cooperation in connection therewith. Any such conflicts or discrepancies which the Contractor may discover at any time shall be promptly brought to the attention of the Owner, Construction Manager and Architect and shall be resolved immediately by the Contractor in consultation with the Owner, the Construction Manager, the Architect and the Government Authorities involved.

§ 3.7.8 Within ten (10) days of Owner's request, the Contractor shall execute and deliver to Owner a certificate addressed to Owner confirming the compliance of the Contractor's Work with the applicable Contract Documents and applicable laws and regulations, the status of completion of its Work, the status of any payment and defaults relation to its Work, and such other matters as Owner may request.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the Project Site, all labor and all required taxes, less applicable trade discounts; and
- .2 Whenever the actual costs attributed to any allowances; and

- .3 are more than or less than the amount of such allowance, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs incurred and the respective amounts of the allowances established under §3.8.2.1.

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

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent Project Superintendent and necessary assistants, all of whom shall be in full-time attendance at the Project Site during the performance of the Contractor's Work. The Contractor shall also employ a Project Manager on a full-time basis at the Project Site to oversee the entire Work of the Contractor. The Project Manager(s) and Project Superintendent(s) shall be fully dedicated to this project. Such persons shall not be changed without the prior written consent of the Owner unless any of them shall cease to be in the Contractor's employ. Upon reasonable request of the Owner, the Contractor shall remove from the Project any member of the Contractor's staff or other employee of the Contractor who, in the Owner's sole opinion, is incompetent, uncooperative, or fails to satisfactorily discharge the Contractor's responsibilities under the Contractor's Contract, or is otherwise reasonably objectionable to the Owner, Construction Manager or Architect. The Contractor shall promptly provide replacements for such removed individuals, who shall be satisfactory to the Owner. The cost and expense of effecting such replacements shall be paid for by and the sole responsibility of the Contractor, as part of its overhead costs, unless the removal was at the Owner's request for reasons other than that the staff member or other employee was incompetent, uncooperative, or failed to satisfactorily discharge the Contractor's responsibilities under its Contract. The Project Superintendent and Project Manager shall represent the Contractor, and all communications given to the Project Manager or Project Superintendent shall be binding as if given directly to the Contractor. The Contractor's Safety Manager shall visit the site on a regular basis and as necessary to ensure the safe performance of Contractor's Work.

§ 3.9.2 The Project Manager and Project Superintendent shall direct, coordinate, and supervise all of the Contractor's Work under its Contract and shall inspect all material and equipment delivered to the Project Site and shall cause the immediate removal from the Project Site of all non-conforming material and equipment which is under the care, custody and control of the Contractor, its Subcontractors or anyone for whose acts it is liable.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner, Construction Manager's and Architect's approval. The Owner, Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, refer to §3.10.1, and (2) allow the Owner, Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall cooperate with the other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the

Construction Manager, for the entire Project (the “Approved Project Schedule”). The Contractor shall make revisions to its construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the schedule for the overall Project.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent construction schedules submitted to and approved by the Owner, Construction Manager, and Architect, and incorporated into the approved agreed Work schedule, for the performance of the Contractor’s Work (“Approved Work Schedule”), and the Contractor’s submittal schedule, and provide monthly updating thereof showing progress in its Work in comparison to the time limits current under the Contract Documents. As part of their efforts regarding the adoption and implementation of Lean Procedures, it is anticipated that the Contractors will work in a coordinated manner in the development and implementation of their respective Approved Work Schedules to sequence and coordinate their respective Work so as to minimize delay and the cost of re-handling of materials and equipment, and to anticipate, avoid and resolve potential unforeseen events and contingencies in order to mitigate the delay and/or cost effect of such events or contingencies.

§ 3.10.5 The Contractor shall prepare for presentation at each regular construction meeting with the Owner, Construction Manager and Architect an activity look-ahead schedule delineating the construction activities by Contractor planned to occur in the subsequent two weeks, and the relation of these activities to the time limits current under the Contract Documents applicable to the Contractor’s Work as reflected in its Approved Work Schedule. Consistent with Lean construction principles to be utilized on the Project, the Contractors shall, with the Construction Manager, meet and confer weekly regarding the development and implementation of their respective Approved Work Schedules, and the Approved Project Schedule, to identify potential delays or obstructions, and to develop a plan of action to address them and/or to provide alternative areas within which Work can be performed while unexpected events or contingencies are being addressed.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Construction Manager, Architect, and Owner, and delivered in good condition in a single properly organized and complied package to the Construction Manager and Architect for their use in preparing record documents and for submittal to the Owner upon completion of the Contractor’s Work and before final payment is made under its Contract to the Contractor as a record of the Contractor’s Work as constructed.

§ 3.11.2 Record drawings shall be kept clean, and notations shall be made on them using clear, concise drafting techniques acceptable to the Architect.

§ 3.11.3 The Contractor shall also maintain at the Project Site for availability to the Owner, Construction Manager and Architect, all inspection reports and other written communications relating to its Work between and among the Architect, Construction Manager, Contractor and its Subcontractors, Sub-subcontractors, materials suppliers, etc.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of its Work for which the Contract Documents require submittals.

Review by the Architect and Construction Manager is subject to the limitations of §4.2.10 through §4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional and who has and shall maintain professionally liability insurance of no less than \$2,000,000. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given

and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

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

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the Project Site. The Contractors shall meet and confer with the Construction Manager and each other no less than weekly regarding the coordination and planning of delivery and storage of their materials and equipment, and develop coordinated plans to enable each of the Contractors to minimize the need for advance delivery and storage of materials and equipment, and render more efficient the ordering and delivery of such materials and equipment to minimize handling and maintenance before staged for use in the performance of the Work of the respective Contractors at the Project Site.

§ 3.13.3 The Contractor and all of its Subcontractors and Sub-subcontractors shall keep their respective employees out of any areas that are not necessary for actual performance of the Contractor's Work.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete its Work or to make its parts and portions fit together properly as reasonable consistent with the requirements or information contained in the Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of stored materials, stored waste materials and rubbish stored caused by operations or activities under or related to the Contractor's Contract. At completion of its Work, the Contractor shall remove all items including, but not limited to, waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials of the Contractor's and/or its Subcontractor and Sub-subcontractors from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Construction Manager with the Owner's approval, may cause such to be done and the Owner shall be entitled to reimbursement therefore from the Contractor. In the event that clean-up is due to one or more Contractors, the Owner shall apportion the costs among the responsible Contractors.

§ 3.15.3 Each Contractor shall be responsible for all glass broken, materials, finishes, etc. damaged by its own forces or its Subcontractors and Sub-subcontractors and, at and before completion of its Work, as directed by Owner, shall replace such damaged items or broken glass. After such broken glass has been replaced or other damages repaired or replaced, the Contractor shall remove all labels, wash, and polish both sides of all glass. Further, in addition to general broom cleaning of its Work site, the Contractor shall perform the final cleaning for all trades involved with the Contractor's Work immediately upon completion of its Work, which shall include, but not be limited to, the

following: (a) remove temporary protections; (b) remove marks, stains, fingerprints and other soil or dirt from painted, decorated, and natural-finish woodwork and other portions of its Work; (c) remove spots, mortar, plaster, soil and paint from ceramic tile, marble, and other finish materials and wash or wipe clean; (d) clean fixtures, cabinet work and equipment, removing stains, paint, dirt, and dust and leave in undamaged, new condition; (e) clean aluminum in accordance with recommendations of the manufacturer; and (f) clean resilient floors thoroughly with a well-rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring the surfaces to sheen. All remediation work shall be performed so as to preserve manufacturer's warranties.

§ 3.15.4 Costs incurred by Owner under this § 3.15 shall be deducted from any amounts otherwise due to the Contractor under its Contract, or at Owner's option, reimbursed by Contractor to Owner immediately following Owner's demand.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to its Work in preparation and progress wherever located. The Contractor shall not set up cameras at the Project Site without the prior written consent of the Owner.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees relating to its Contract and the Work thereunder. The Contractor shall defend all suits or claims for infringement of any copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, (including but not limited to, attorney's fees and any litigation costs and expenses) but shall not be responsible for defense or loss resulting when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall promptly advise the Architect and Owner through the Construction Manager, in the absence of which timely notice the Contractor shall be responsible for such defense or loss.

§ 3.18 Indemnification

§ 3.18.1 The Contractor agrees to indemnify and defend and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them (collectively "Indemnitees" or individually "Indemnitee") from and against any and all claims, demands, causes of action, damages, liabilities, losses, and/or expenses, including without limitations, attorneys' and consultants' fees, and related costs and expenses attributable to any

- .1 bodily injury, sickness, disease or death,
- .2 injury to or destruction of tangible property (other than Contractor's Work itself, including the loss of use resulting from herein;
- .3 governmental fines and/or penalties arising out of the performance of the Contractor's Work;
- .4 corrective measures required under the Federal Occupational Safety and Health Act (hereafter referred to as OSHA);
- .5 delay in completion of the Contractor's Work beyond the Contract Time therefor, as defined in Article 8, caused by proceedings under OSHA or otherwise;
- .6 any and all damages, costs and expenses associated with any delay, hinderance or impact to the work of other Contractors; and
- .7 Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. This indemnification agreement shall be applicable, and the Indemnitees shall be indemnified, regardless of whether or not such claim, demand, cause of action, damage, liability, loss or expenses is caused in whole or in part by and Indemnitee, subject to the terms of Section 3.18.3 or Section 3.18.4.

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

§ 3.18.3 The Contractor shall defend each Indemnatee, through counsel approved by such Indemnatee or the majority of such Indemnitees (if applicable), in any action, proceeding or arbitration brought against the Indemnitees(s) by reason of any such claim described in this Section 3.18. The Contractor's obligation to defend and Indemnatee shall not (a) extend to any action, proceeding, or arbitration that asserts or alleges only that the injury to the claimant resulted solely from the negligence or willful misconduct of the Indemnatee, and from no other cause, although the Contractor shall be responsible for all attorneys' fees, costs and expenses relating to the defense of the Indemnatee(s) in the event it is not determined that such injury is solely caused by the negligence or willful misconduct of the Indemnatee(s), or (b) if a final judgment is obtained establishing that the claim for which indemnity is sought resulted solely from the negligence or willful misconduct of the Indemnatee, in which latter event Contractor's obligation to defend the Indemnatee shall cease upon the date such judgment becomes final, and the Indemnatee shall thereupon and thereafter reimburse Contractor for its reasonable attorneys' fees and court costs in so defending the Indemnatee.

§ 3.18.4 If any claim, any other demand for payment or security therefor, including claims or demands upon performance and payment bond sureties for the performance of the Contractor under its Contract, is made or filed with the Owner or the Property, by any person claiming that the Contractor or any Subcontractor, Sub-subcontractor or supplier or any other person claiming under them or any of them has failed to properly and timely perform its contractual obligations or to make payment for any labor, services, trust fund contributions, materials, equipment, taxes, or other items furnished or obligation incurred for, or in connection with the Contractor's Work, or if at any time established, the Owner or Property might become liable, and provided that the Owner has previously paid Contractor for the Contractor's Work for which the claim or other demand for payment has been made (less the applicable retainage, and unless Owner is otherwise permitted to withhold such payment in accordance with the terms of Section 9.5.1), then the Owner shall have the right to retain from any payment then or thereafter due under the Contractor's Contract or, at the Owner's sole option, to be promptly reimbursed by the Contractor upon demand for an amount sufficient to (i) satisfy, discharge, and defend against any such claim or other demand, or any action or proceeding thereon that may be brought to judgment or award (ii) make good any such nonpayment, nonperformance, damage, failure, or default; and (iii) compensate the Owner for and indemnify it against any and all losses, liabilities, damages, costs and expenses (including attorneys' and consultants' fees and costs) sustained or incurred in connection therewith.

§ 3.18.5 In the event that the Contractor fails or refuses to indemnify any Indemnatee hereunder, in addition to all other obligations and upon an adjudication in favor of an Indemnatee, the Contractor shall be responsible for all costs associated with the enforcement of these indemnification obligations including all attorneys' and expert fees and costs.

§ 3.19 Meetings

The Contractor shall send its qualified representative to periodic meetings or web meetings at the option of the Owner relating to the Project and/or Contractor's Work held at such time and at such place as the Architect, Construction Manager or the Owner shall designate. Prior to and in anticipation of such meetings, the Contractors, with the Construction Manager, shall meet and confer about the activities on the Project Site and the progress of the Project, and discuss ways to maintain and improve the progress of the Project and anticipate potential delay events, obstructions or other contingencies that might affect the Approved Project Schedule and their respective efforts on the Project Sites.

§ 3.20 Default

§ 3.20.1 The Contractor shall be in default of its Contract, and its duties and obligations thereunder, if:

- .1 Contractor becomes insolvent, is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or becomes subject of any proceeding commenced under any statute or law for the relief of debtors, but only to the extent permitted by law; or
- .2 a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed, but only to the extent permitted by law; or
- .3 Contractor refuses or fails to prosecute its Work in accordance with the applicable Contract Documents; or
- .4 Contractor refuses or fails to timely supply enough properly skilled workers or proper material; or
- .5 Contractor fails to make proper payment when due to Subcontractors or otherwise for materials or labor under its Contract in accordance with the respective agreements between the Contractor and the

- Subcontractors (provided Owner shall have paid to Contractor any payments due from Owner in connection with such materials or labor, subject to the other provisions of the Contract relating to the right of the Owner to withhold payment); or
- .6 Contractor fails to coordinate its Work with the other Contractors, and its Subcontractors as required under Article 6; or
 - .7 Contractor fails to timely comply with the scheduling requirements of its Contract as set forth in § 3.10 and elsewhere as they may appear throughout its Contract, including under its Approved Work Schedule and the Approved Project Schedule; or
 - .8 Contractor fails to promptly replace rejected material or correct rejected workmanship; or
 - .9 Contractor fails to observe any other terms, provisions, conditions, covenants, and agreements set forth in its Contract and the Contract Documents to be observed and/or performed on the part of the Contractor.

§ 3.20.2 In the event of any default by Contractor under its Contract, Owner shall have the right to terminate such Contract in accordance with § 14.2, in addition to any and all other remedies that Owner may now or hereafter have against the Contractor under its Contract, the Contract Documents, at law and/or at equity.

§ 3.21 Services and Responsibilities of Contractor

Contractor's services under its Contract consist of all services to be performed and rendered by the Contractor under and pursuant to its Contract and the Contract Documents.

§ 3.22 Lean Procedures

§ 3.22.1 Owner desires to implement procedures advocated by the Lean Construction Institute (collectively, the "Lean Procedures") as applicable to the activities of the Architect, Construction Managers and Contractors. Each of the Contractors shall cooperate with Architect, Construction Manager and other Contractors to assist the Construction Manager in the establishment and implementation of these procedures. Specific requirements for collaboration are also included in various locations throughout these General Conditions.

§ 3.22.2 In addition to all other duties and responsibilities of the Architect, Construction Manager and Contractors as set forth on these General Conditions and in their respective Contracts with the Owner, the following are a listing of some of the other activities to be implemented for the Project, in addition to those stated elsewhere in these General Conditions:

.1 "Last Planner System" (LPS) using Pull Scheduling and Percent Planned Complete (PPC)

Tracking: The project will utilize the Last Planner System to develop and implement the detailed work plans for each phase of the project based on the master project schedule. Pull Plans and Percent Planned Complete (PPC) tracking will be utilized on the project. Contractor will actively participate in weekly work planning meetings to review past, current, and future work activities. Contractor shall attend pull planning meetings at the request of Construction Manager To implement the LPS effectively, it is critical for the Contractor's foremen to participate in all planning sessions and have necessary authority to make decisions on manpower, equipment, materials and other required resources to ensure commitments are met. Contractor's foremen shall attend training, provided by the Construction Manager, to orient to this system. Contractor/Supplier shall understand that the Construction Manager will be tracking major "promises made" on the Project via a reliable promising matrix. All "promised" tasks shall be tracked in the matrix with a task description, Contractor/Supplier responsible, and promised completion date. The Construction Manager will provide Contractor/Supplier feedback on their reliable promising performance during weekly Foreman's meetings. Overall PPC ratings will be provided to each Contractor/Supplier at the end of the project.

.2 Daily Huddle: The project will have Daily Huddle with all contractors to coordinate with one another, the meetings will be held in person, and should be held at a consistent time; ideally at the beginning, end or during a natural break in the day. Additionally, the huddles should be brief, generally not exceeding 15 minutes. However, the period/frequency of the meetings can be adjusted to meet the needs of the team and the project.

3 Materials Management: Minimize the amount of materials being stored at the Project Site for extended periods of time through efficient scheduling, and to eliminate unnecessary handling or relocation. Contractor/Supplier shall consent that all material deliveries to the jobsite not already included in a prefabricated assembly, are to be “kitted” specific to their purpose. All “kit” deliveries must be labeled with Subcontractor’s name, delivery date, and location to be installed. Contractors shall reference the project-specific logistics guidelines for material delivery and storage requirements.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will advise and consult with the Owner and Construction Manager. The Construction Manager and the Architect in cooperation and coordination with one another, will each provide such administration of the Contract and Project as described in the Contract Documents in these General Conditions, and in their respective Contracts with the Owner for the Project during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site regularly, no less than once every two weeks during the period of Pre-construction, Construction and Close-out of the Project, or as otherwise agreed with the Owner, to become generally familiar with, and review the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

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

§ 4.2.4 The Construction Manager will be responsible for the preparation and update of the overall Project schedule based upon input from the Contractor and other contractors. It shall be the obligation of the Contractor to schedule and coordinate its activities and to cooperate and coordinate with the other contractors and Construction Manager so as to not delay the Project Schedule or impede the work of others.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Contractor’s Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents unless the same results from a written directive from the Architect to the Contractor. Neither the Construction Manager nor the Architect will have

control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, Sub-subcontractors or their agents or employees, or of any other persons or entities performing any portions of the Contractor's Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors, Sub-subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

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

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

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

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

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

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

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

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

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents for the Project on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished, then the Architect's response shall be made within a reasonable time. Work which does not conform to the Architect's interpretations shall be nonconforming work subject to the provisions of Article 12.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection nor enter into any subcontract to which the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Upon written request, within three business days, the Contractor shall provide Owner with copies of all Subcontracts and Purchase Order related to Contractor's Work.

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

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

§ 5.3 Subcontractual Relations

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

§ 5.3.2 Any part of the Contractor's Work performed for the Contractor by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and such Subcontractor, which, the Contractor has submitted to the Owner for its information. Each such Subcontract shall contain provisions that:

- .1 informs the Contractor of any and all Sub-subcontractors of the Subcontractor;
- .2 require that the Work to be performed thereunder be in accordance with the requirements of the Contract Documents;
- .3 fully disclose the payment provisions under Article 5 of the Contract, and Article 9 of the General Conditions, and requires timely submission of applications for payment under each Subcontract in

- reasonable time to enable the Contractor to apply for payment in accordance with the provisions of the Contractor's Contract;
- .4 waive all right the subcontracting parties may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance described in §11.3, except for such rights as they may have to the proceeds of such insurance held by the Owner as trustee under §11.3.8;
 - .5 obligate each Subcontractor, at Owner's sole election, to continue to perform under its Subcontract in the event the Contractor is terminated, and Owner takes an assignment of said Subcontract, with Owner's liability thereunder to accrue only after such assignment;
 - .6 require the Subcontractor to carry and maintain insurance in accordance with the requirements of the Contract Documents;
 - .7 obligate the Subcontractor to specifically acknowledge and consent to the provisions of Article 8 wherein it states that all time limits in the Contract Documents are critical;
 - .8 require each Subcontractor to fully cooperate in order to permit the Owner to conduct Owner's Operations at the Property without interruption;
 - .9 require each Subcontractor to fully cooperate with the testing representatives of Owner and Contractor on the Project Site;
 - .10 require each Subcontractor, Sub-subcontractor and supplier to obtain prior written approval of Owner prior to the publication of any promotional material regarding the Work to be performed by or on behalf of the Contractor;
 - .11 preclude any right or entitlement to a Change Order for an adjustment in either the Subcontract sum or the Subcontract time for an error in the Contract Documents applicable to the Contractor's Work if the Subcontractor should reasonably have known of or anticipated the error giving rise to such requested Change Order;
 - .12 preserve and protect the rights of Owner under the Contractor's Contract with respect to its Work to be performed under the Subcontract so that the subcontracting thereof will not prejudice such right;
 - .13 include the Subcontractor's acknowledgment that Contractor has assigned its interest in the Subcontract to Owner, which assignment shall become effective only upon Contractor's default under the Contract Documents applicable to the Contractor's Work and Subcontractor's receipt of notification from Owner that (a) Contractor is in default under the applicable Contract Documents or Owner has terminated the Contractor's Contract; and (b) the assignment of the Subcontract is effective;
 - .14 require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Contractor's Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by Contractor upon Owner;
 - .15 limit the amount which the Subcontractor may charge for overhead and profit in connection with a change in the Contractor's Work to the amounts set forth in Article 7 and
 - .16 contain no provisions inconsistent with any of the foregoing Subparagraphs of this §5.3.2.

§ 5.3.3 As required by § 5.2.5, the Contractor shall at all times maintain a current list of all Subcontractors, Sub-subcontractors and suppliers performing any of Contractor's Work which it shall provide to the Owner as set forth in § 5.2.5.

§ 5.3.4 All Subcontractors, Sub-subcontractors and suppliers shall waive and release any claims, causes of action or rights against Owner for property damage caused by fire or other casualties or perils for which such Subcontractor, Sub-subcontractor or supplier is or, under the terms of the Contractor's Contract, should have been insured.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.5 Payments to Subcontractors by the Contractor

§ 5.5.1 The Contractor shall promptly pay each Subcontractor, materialman, supplier or any other person whom the Contractor has contracted or who is employed directly or indirectly by the Contractor on the Project, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's or other party's portion of the Contractor's Work, the amount to which said Subcontractor or other party is entitled, less the percentage retained by Owner from the payment to the Contractor. The Contractor shall, by an appropriate agreement with each Subcontractor, materialman, supplier or other person, require them to make payments to their Sub-subcontractors, materialmen and suppliers in similar manner.

§ 5.5.2 The Contractor shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, damages, losses and expenses, including without limitation, any attorneys' fees, costs and expenses paid or incurred by Indemnitees in connection with the settlement or defense of any such claims, arising out of or in connection with the failure of Contractor to pay a Subcontractor, materialmen, supplier or any other person with whom Contractor has contracted or who is employed directly or indirectly by Contractor provided Contractor has been paid by Owner all sums due for any portion of the Contractor's Work.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Contractor's Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5 and the Contractor shall indemnify, defend, and hold the Owner harmless from any claims or damages brought by another Contractor arising out of any actions or omissions of the Contractor in performing its Work pursuant to its Contract.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor.

§ 7.1.2.1 Should either party disagree with either the cost or time on a Change Order, the provisions herein relating to a Construction Change Directive shall be followed. In no event shall the Contractor refuse to perform any Work which is the subject of a Construction Change Directive or provide the information required therein, and such shall be considered a material breach of this Agreement.

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

§ 7.2 Change Orders

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Methods used in determining adjustments to the Contract Sum may include those listed in § 7.3.3.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Contractor's Work which is the subject of the Change Order, including, but not limited to, all direct and indirect

costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time applicable thereto.

§ 7.2.3 Notwithstanding anything set forth herein to the contrary, Contractor shall not be entitled to a Change Order for an adjustment in either the Contract Sum or the Contract Time for an error in the Contract Documents if the Contractor should reasonably have known of or anticipated the error giving rise to such requested Change Order. The preceding sentence shall not be construed to mean that the Contractor has assumed any of the Architect's responsibilities or any of the responsibilities of any engineer retained by the Architect or retained directly by the Owner with respect to the Project.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work or performance of Work in dispute prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Likewise, should the parties disagree on whether Work is or is not a change in the Work, a written Construction Change Directive shall be prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing the Contractor to perform the Work in question. The Contractor shall perform the Work and if it believes that it is entitled to an adjustment in the Contract Sum or Contract Time, shall keep the information identified in Sections 7.3.3 below and submit a Claim in accordance with applicable provisions of Article 15. In no event shall the Contractor fail or refuse to perform the Work.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, including a breakdown for each trade giving separation of material, equipment and labor, providing quantities and labor hours as outlined in § 7.3.3.4. The fee payable to the Contractor, Subcontractor or Sub-subcontractor shall be the same as permitted in § 7.3.3.4 ;
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** As provided below:
 - (a)** For extra work performed by the Prime Contractor, the Owner shall pay Prime Contractor cost of the work (materials, equipment & labor) plus 5% markup which is inclusive of all overhead and profit. For change orders in which there are multiple tiers of subcontractors and/or supplier, as noted in § 7.3.3.4 (b) and (c), the total mark- up shall not exceed 15%. Change order markup percentages are inclusive of all allowable Overhead and Profit; Overhead and profit shall be inclusive of the following: home office costs, management supervision (field & office), training, vehicles and pickups, fuel, safety, travel, reproduction, temporary facilities, computers, office equipment, small tools, and other incidentals. Small tools are defined as tools that do not have a new unit cost in excess of \$750.00.
 - (b)** For extra work performed by a Subcontractor or equipment supplier, the charges to Owner shall include the Subcontractor's cost, plus a fee (payable to the Subcontractor) in an amount equal to 5% of such cost. The "fee" is inclusive of all allowable Overhead and Profit. Overhead and profit shall be inclusive of the following: fees, insurance, home office costs, management supervision (field & office), training, vehicles and pickups, fuel, safety, travel, reproduction, temporary facilities, computers, office equipment, small tools, and other incidentals. Small tools are defined as tools that do not have a new unit cost in excess of \$750.00.
 - (c)** For extra work performed by a Sub-subcontractor, the charges to Owner may include: the Sub-subcontractor's cost, plus a fee (payable to the Sub-subcontractor) in an amount equal to 5% of such cost. The "fee" is inclusive of all allowable Overhead and Profit.

Overhead and profit shall be inclusive of the following: fees, insurance, home office costs, management supervision (field & office), training, vehicles and pickups, fuel, safety, travel, reproduction, temporary facilities, computers, office equipment, small tools, and other incidentals. Small tools are defined as tools that do not have a new unit cost in excess of \$750.00.

- (d) "Cost" shall consist exclusively of the actual cost of those expenses for which reimbursement is permitted under § 7.3.7. Cost shall not include any provision for the cost of Contractor's supervision, overhead, profit, and any other general expenses, except as expressly provided under § 7.3.3.4 (a) above.
- (e) The Contractor shall furnish satisfactory bills, payrolls, vouchers, and other supporting documentation covering all items of cost, and when requested by Owner, shall give the Owner access to accounts relating thereto.
- (f) The Contractor shall provide detailed labor rate breakdowns to support change order labor rates. The Owner and/or will provide the labor rate breakdown forms that shall be completed and submitted for each trades classification no later than 20 days from Notice To Proceed or prior to the submission of the first payment requisition. The labor rates shall be consistent with prevailing wage rates inclusive of burdens, insurances and allowable mark up.
- (g) The value of work added and deleted for each item of Work shall be computed on the net difference in quantity.
- (h) The fees payable to the Contractor, Subcontractors and Sub-subcontractors under § 7.3.3.4(a), § 7.3.3.4(b), § 7.3.3.4(c) and § 7.3.3.4(d) shall constitute the total reimbursement and payment to be made to the Contractor, Subcontractors and Sub-subcontractors. Change Directive markup percentages are all inclusive of all allowable overhead and profit. Overhead and profit shall include, but not be limited to the following: home office costs, management supervision (field & office), training, vehicles and pickups, fuel, safety, travel, reproduction, temporary facilities, computers, office equipment, small tools, and other incidentals. Small tools are defined as tools that do not have a new unit cost in excess of \$750.00.

The Contractor shall provide the Construction Manager with all documentation requested by the Construction Manager in order to determine costs. In no case shall the Contractor include more percentages than those noted above.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved or Work identified in the Construction Change Directive. Where the parties agree that there is a

change in the Work, the Contractor shall advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment for Work which the parties agree is a change. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for the Substantial Completion of the Contractor's Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Contractor's Contract with the Owner.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contractor's Contract with the Owner, the Contractor confirms that the Contract Time therein is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine. Nothing herein shall be construed to allow the Contractor to recover time or money in connection with any delay, disruption or impact arising out of the Contractor's negligence or failure to perform.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Delay

- .1** "Excusable/Non-compensable" Delay means any delay of the completion of the Contractor's Work beyond the expiration of the Contract Time therefor which could not have reasonably been anticipated and is caused by conditions beyond the reasonable control and without the fault or negligence of the Contractor, such as strikes, embargoes, or unavoidable casualties, unusual delays in transportation, complete shutdowns due to a pandemic, during which the Contractor's Work cannot continue. The financial inability of the Contractor or any of its Subcontractors or Sub-subcontractors and any default of any of its Subcontractors or Sub-subcontractors, without limitation, shall not be deemed conditions beyond Contractor's control. An Excusable/Non-compensable Delay may entitle the Contractor to an extension of the Contract Time applicable to its Work in accordance with § 8.3 but shall not entitle Contractor to any adjustment of the Contract Sum therefor.
- .2** "Excusable/Compensable Delay" means any delay of the completion of the Contractor's Work beyond the expiration date of the Contract Time therefor, based on impact to the critical path of the Approved Work Schedule for such Work, caused by the gross negligence or willful act of the Owner, Construction Manager or Architect or of an employee of either or of another Contractor, or by changes ordered in the Contractor's Work, which delay completion of such Work unreasonably under the circumstances involved and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or an adjustment of the Contract Sum for its Work, in accordance with § 8.3. Except as expressly provided herein, the Contractor shall have no claim or right to assert a claim for an adjustment of the Contract Sum and/or the Contract Time, or for damages or compensation for any delay, interruption, hindrance, or disruption of its Work.
- .3** "Inexcusable Delay" means any delay of the completion of the Contractor's Work beyond the expiration of the Contract Time therefor resulting from causes other than those listed in § 8.1.5.1 and § 8.1.5.2 above. An Inexcusable Delay shall not entitle Contractor to an extension of the Contract Time or an adjustment of the Contract Sum for its Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Contractor's Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment or within 20 days from the Notice to Proceed, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall not be front-loaded. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be fully executed by an authorized agent of the Contractor, notarized, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, Certified Payroll documentation and releases of waivers of lien from the Contractor, Subcontractors. Sub-subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 Each Application for Payment by the Contractor for its Work shall be supported by the following documentation, each in a form satisfactory to the Owner:

- .1 Contractor's release of liens and claims in the form
- .2 Subcontractor certificates, statements and affidavits showing that the Contractor's Work covered by said Application for Payment has been performed and delivered free of liens.
- .3 Subcontractors' release of liens and claims in the form attached to the Contractor's Contract as Exhibit D, and as reasonably required by the Owner, lien and claims releases from their Subcontractors, materialmen and suppliers.
- .4 Statement of Account, indicating the Subcontract amounts, monies paid to date and monies due Subcontractors for Contractor's Work performed on the Project.
- .5 Contractor's Monthly CPM Schedule updates
- .6 Monthly update of cash flow projection to final completion of the Contractor's Work.
- .7 Certified Payroll Reports.
- .8 Daily Reports
- .9 Exhibit A – Local Participation Requirements
- .10 LEED Deliverables & Waste Management Plan
- .11 Such other documents in form, scope and substance as the Owner or the applicable Contract Documents shall require for disbursement of funds.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Owner and Contractor acknowledge and agree that an Application for Payment for the Contractor's Work shall not be deemed invalid or unsatisfactory for the sole reason that any lien waiver or release as Owner may require pursuant to §9.3.1.1.3 shall be in a form that purports to make the waiver or release conditioned upon the receipt of payment for the Contractor's Work for which Application for Payment has been submitted.

§ 9.3.1.4 The initial payment by the Owner to the Contractor on account of the Contractor's Work performed by its individual Subcontractors shall be conditioned upon the Owner's prior receipt of the following documentation:

- .1 The fully executed Subcontract;
- .2 the Subcontractor's approved Certificate of Insurance and/or OCIP enrollment;
- .3 the Subcontractor's approved Schedule of Values;
- .4 the Subcontractor's labor rate breakdown sheet(s) for all labor classifications

- .5 the Subcontractor's fully executed release of liens and claims form; and
- .6 such other documentation as the Owner may from time to time require.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Owner, Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to submit timely schedule updates or recovery within the time designated by the Construction Manager or acceptable to the Construction Manager.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. In no event may the Contractor stop performing Work in connection with a good faith dispute.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment. Nothing herein shall require the Owner to issue joint checks.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 The payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all Project components included in the area of the Work are operational as design and scheduled, all designated or required governmental inspections and certifications, including certificates of occupancy, have been made and posted. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the portion of the building on that date for its intended use and the completion of the Work of the Contractor would not materially affect or hamper the normal business operations or intended use of the Owner.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment ("punch list"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Owner shall be entitled to withhold one and one-half times the value of the items on the punch list until they are completed or corrected.

§ 9.8.3 Upon receipt of the punch list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. As a condition to final payment, Contractor shall assemble and provide to the Owner all warranties and manuals in the media and format acceptable to the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (7) final as-built prints of record drawings marked by the Contractor with record information as set forth in the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 latent failure of the Contractor to comply with the requirements of the Contract Documents; or
- .6 insurance and indemnity obligations hereunder.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Owner assumes no responsibility or liability for the safety of the Project Site.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party as soon as possible, but not later than 48 hours after the incident. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition as soon as possible, but no later than 24 hours after the discovery.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 OWNER CONTROLLED INSURANCE PROGRAM

§ 11.1 OWNER CONTROLLED INSURANCE PROGRAM

The Owner shall, through an Owner Controlled Insurance Program (OCIP), purchase and maintain at its own expense Workers' Compensation and Employer's Liability, Comprehensive General Liability, Excess Liability, Contractor's Pollution Liability and Builder's Risk Insurance described in Section 11.1.1 below, including as Additional Named Insureds all enrolled Contractors and Subcontractors of every tier performing direct labor at the Project. Contractor shall abide by the terms and conditions of the OCIP Manual which shall be attached to the Agreement as Exhibit _ and incorporated herein by reference as though set forth at length.

While the OCIP is intended to provide coverages and high limits, the OCIP is not intended to meet all of the Contractor's and Subcontractor's insurance needs. The OCIP does not provide coverage for Automobile Liability, Equipment Floaters, Professional Liability or Performance Bonds. It is recommended that the Contractors and Subcontractors discuss the OCIP with their insurance agent to assure that other proper coverages are maintained.

Architects, engineers (not including design/build subcontractors), consultants, vendors, suppliers (who do not perform or subcontract installation), material dealers, guard services, janitorial services, truckers (including trucking to the Project where delivery is the only scope of work to be performed) asbestos abatement or other hazardous waste removal contractors and others whose sole function is to transport, pickup, deliver or carry materials, supplies, tools, equipment, parts or other items to or from the Project Site, or who do not perform any actual on-site labor shall not be covered by insurance purchased by the Owner through the OCIP. **Temporary labor services and leasing companies are to be treated as subcontractors.**

At the discretion of the Owner, any contractor or subcontractor with a total contract value of \$25,000 and under may be excluded from the OCIP. The Owner and OCIP Administrator must be notified of any such contract.

§ 11.1.1 INSURANCE PROVIDED BY THE OWNER

Participation in OCIP is mandatory but not automatic. The OCIP will provide the Contractors and Subcontractors at every tier who are enrolled in and have been assigned a contract number by the Owner with insurance described in paragraphs 11.1.1.1 through 11.1.1.4 below. This insurance shall terminate as of the date of the Certificate of Substantial Completion of the Work except for the extended coverage provisions set forth in paragraphs 11.1.1.2.1 and 11.1.1.3 below.

The Owner will provide each participant in the OCIP a Project Insurance Manual, which will include a summary of the insurance coverage, loss control procedures and claim procedures as well as enrollment forms and reporting requirements for the OCIP. The Contractor and all Subcontractors at every tier shall use and comply with the requirements contained in the OCIP Manual.

§ 11.1.1.1 Workers' Compensation and Employer's Liability Insurance. In accordance with the applicable state and federal statutes including United States Longshore and Harbor Workers Act, this insurance will cover the Contractors, Subcontractors, and Sub-subcontractor's employees only while they perform Work described in this Contract at the Project Site as defined as: That property owned by or under control of Owner on which construction activities are being conducted in connection with the Project and/or areas and ways contiguous thereto. Project Site includes any work site set up by Owner for use by an Insured exclusively for the storage of material or equipment, or for on-site fabrication of material to be used in the construction and staging and Project support areas. The payroll and losses of each participant in the OCIP will be filed with the appropriate rating bureau. Experience modifiers of the OCIP participant could be affected, either positively or negatively, by their loss experience while performing Work under this Contract. Insurance coverage will cease for any employee when he or she leaves the Project Site either to perform other Work not covered by this Contract, or for employee personal time. The policy shall include but not be limited to the following coverage:

- (a) Statutory Workers' Compensation Benefits;
- (b) Employer's Liability with limits of:
 - \$1,000,000 Bodily Injury with accident — each accident
 - \$1,000,000 bodily injury with disease — policy limit
 - \$1,000,000 bodily injury with disease — each employee;
- (c) Voluntary Compensation Coverage

§ 11.1.1.2 Commercial General Liability Insurance (excluding aircraft, watercraft, trucks and automobiles) written on a 2001 Occurrence Form, or equivalent, with the following limits:

\$2,000,000	Bodily Injury and Property Damage — Per Occurrence
\$4,000,000	General Aggregate — Per Project
\$2,000,000	Personal Injury/Advertising Liability
\$4,000,000	Products/Completed Operations Aggregate

The above limits in 11.1.1.2 will be Program specific. These limits shall replenish themselves annually except that there will be one products/completed operations aggregate limit of liability for the additional twelve (12) years extension after the Certificate of Substantial Completion of the Work has been issued by the Owner.

§ 11.1.1.2.1 Coverage under this policy includes, but is not limited to, the following:

Personal injury liability;
Blanket Contractual Liability covering contractual liability assumed under this Contract;
Employees included as Additional Insureds;
Cross Liability and Severability of Interest;
Incidental Medical Malpractice Coverage;
Explosion, Collapse and Underground Hazard;
Completed operations coverage with provision for an additional twelve (12) years extension after the Certificate of Final Acceptance of the Work has been issued by the Owner.

§ 11.1.1.2.2 Coverage exclusions include, but are not limited to, the following:

Any loss insurable by the Builders Risk Insurance policy including deductibles;
War and Nuclear Energy Liability;
Aircraft Helicopter Watercraft Automobile and Truck Liability;
Professional (Errors & Omissions) Liability;
Intentional Acts (except as provided by the ISO policy form);
Products Recall;
Asbestos;
Mold, Fungii and Microbial;
Silicosis; and
EIFS (The EIFS exclusion does not apply to "bodily injury" or "property damage" directly caused by the construction of a component of "your product" or "your work" from a structure containing such component, unless such "bodily injury" or "property damage" also arises out of, is caused by, or is attributable, whether in whole or in part, to mold or fungus).

§ 11.1.1.3 Owner has secured Excess Umbrella Liability insurance in the amount of One Hundred Million (\$100,000,000) each occurrence and aggregate excess of underlying General Liability and Employer's Liability and as specified pursuant to paragraphs 11.1.1.1 and 11.1.1.2 above covering Work at the Project Site. This policy will contain the following extension:

Twelve (12) year completed operations extension after the Certificate of Substantial Completion of the Work has been issued by the Owner.

These limits shall replenish themselves annually, except as respects to the Product/Completed Operations limit.

§ 11.1.1.4 Builder's Risk insurance on an "all-risk" basis in amounts sufficient to cover repair or replacement cost of the work in progress covering the facilities and the procured property on or in transit to the Project Site or in storage off-site, in amounts sufficient to cover the replacement value of such facilities and procured property.

The Builder's Risk insurance provided under paragraph 11.1.1.4 above shall not cover loss by theft or disappearance of any materials (unless the materials are to be incorporated into the Project), Contractor's tools, equipment and facilities that are not to become part of the Work. In the event of a loss which due to the act(s) or negligence of the Contractor, Contractor shall reimburse the Owner for the deductible paid by the Owner.

Contractor assumes that the Builder's Risk Insurance procured by the Owner shall include the following coverages:

- 1) No Coinsurance Required – Agreed Amount Coverage
- 2) That the policy will allow "Permission to Occupy"
- 3) That the policy will provide coverage for glass breakage
- 4) That there will be no exclusions for Steam Boiler Explosion, Mechanical Breakdown, Electrical Injury/Arcing or Testing
- 5 A waiver of subrogation and recovery endorsement
- 6) That the policy will name the Contractor, consultants, and subcontractors of all tiers as additional named insureds
- 7) That the Owner shall be responsible for all policy deductibles, and uninsured/underinsured losses with no right of recovery against Contractor or its Subcontractors of all tiers
- 8) Terrorism per TRIA

§ 11.1.1.5 Other Provisions of the OCIP.

§ 11.1.1.5.1 All policies specified in 11.1.1.1 through 11.1.1.4 above will apply on a primary and non-contributory basis regardless of any other insurance available to the Program Participants. All policies shall have an A. M. Best Rating of A:IX or better.

§ 11.1.1.5.2 All premiums associated with the OCIP including deductibles or self-insured retentions unless stated elsewhere in this contract will be paid by the Owner and all refunds will be paid to the Owner.

§ 11.1.1.5.3 The above insurance will apply only to claims arising out of operations at the Project Site and not at regularly established “away from the Project Site” offices, shops, warehouses, factories or similar location.

Note: Parties who merely make deliveries or pick-ups to or from the Project Site and materialmen are excluded from the insurance outlined in paragraphs 11.1.1.1 and 11.1.1.2 above and are not subject to the insurance requirements set forth in Article 11. Unless otherwise directed by the Owner, contractors, subcontractors not enrolled in the Project OCIP shall maintain their own insurance in accordance with coverage types and limits outlined in paragraphs 11.1.2.4.1 through 11.1.2.4.4.

§ 11.1.1.5.4 The Program Administrator will furnish separate Workers’ Compensation policies to each enrolled Contractor and Subcontractor. A Certificate of Insurance evidencing Commercial General Liability Excess Liability and Builder’s Risk coverage will be provided to each program participant. Policies relating hereto shall be placed on file with the Program Administrator and are available for review by approved Subcontractors and/or their designee during normal working hours.

§ 11.1.1.5.5 Insurance specified in paragraphs 11.1.1.1 through 11.1.1.4 above will be terminated at the completion of the Work by the approved Contractor and Subcontractor except as noted under paragraphs 11.1.1.2.1 and 11.1.1.3 pertaining to completed operations.

§ 11.1.1.5.6 Special Conditions – OCIP enrolled Contractor and Subcontractors will be required to:

- Provide a Certificate of Insurance in accordance with the insurance outlined in Section 11.1.2;
- Separate payroll records for the Work performed on this Project and have such records available upon request;
- Maintain separate “regular” and “overtime” payrolls in accordance with the Insurance Company’s normal audit procedures;
- Submit Monthly Payroll Reports (Form 3) to the OCIP Administrator by the 10th day of the month for the preceding month; separate reports are to be submitted for each contract;

- Maintain payroll information on file for a period of not less than four (4) years beyond the termination of approved Contractor's and Subcontractor's contract;
- Assist in the reporting and investigation of any accident and, upon request, cooperate with the Insurance Company in the handling of any claim by securing and giving evidence and obtaining the cooperation of witnesses as required for any claim or suit;
- Sign a dividend release form authorizing the OCIP insurance companies to pay any dividends, refund or retrospective returns directly to the Owner;
- Allow the Owner and/or its representatives and/or the OCIP insurance company to perform periodic audits of payroll records;
- Notify its own insurance brokers, agents and insurers of the insurance coverage provided under the OCIP;
- Include these Special Conditions in its subcontracts and require each Subcontractor at any tier to do likewise.

§ 11.1.1.6 Contractor's Pollution Liability Insurance –all Contractors and Subcontractors of every tier shall be purchased and maintained by the Contractor and Subcontractors.

Limits of Liability

\$10,000,000 per occurrence

\$10,000,000 Combined Single Limit

The policy limits shall be dedicated solely for this Project and shall not be shared with any other Project.

Coverages:

Punitive damages coverage, where not prohibited by law

Extended reporting period of 36 months

No exclusions for asbestos, underground storage tanks and radioactive

Mold, fungi and microbial \$10,000,000 sub-limit

EIFS

§ 11.1.1.7 Contractor Insurance Credits and Audit:

§ 11.1.1.7.1 Since the Owner is purchasing the insurance described above covering the Contractor and all tiers of Subcontractors who perform direct labor at the Work Site, the Contractor and each tier of Subcontractor shall bid without the costs of the Owner provided insurance. The bid form will require the Contractor and every tier of Subcontractor to include a statement certifying that such costs have been netted out of their total bid cost and not included in their total bid cost.

§ 11.1.1.7.2 [[Intentionally Omitted]]

§ 11.1.1.7.3 Upon completion of Work, or on policy expiration, the Owner reserves the right to allow the insurance company to audit payroll. Contractors and Subcontractors of all tiers agree to keep and maintain accurate and classified records of their payroll for operations for the Project (certified payroll is not acceptable). The Contractor and all tiers of Subcontractors will submit to the OCIP Administrator, full and accurate monthly payroll data and any additional information as may be required.

§ 11.1.1.7.4 Change Orders will be submitted net of insurance and all respective labor rates will be reduced to reflect this reduction. Contractors will itemize these net insurance costs by completing Form 4 of the OCIP manual.

§ 11.1.1.7.5 In the event that the OCIP is to be terminated by the Owner, Owner shall provide Contractor with thirty days' prior written notice of the date of termination. In said event, Contractor shall obtain the Worker's Compensation, Commercial General Liability and Excess Liability insurance described in the Contract Documents at the cost detailed in Amendment No. 1 to the Agreement. Contractor may increase the Excess Liability insurance to be provided by any first tier Subcontractor to Five Million Dollars (\$5,000,000) and the Owner shall issue a Change Order to the Contractor in the amount of the actual cost to the Subcontractor for the increased Excess Liability coverage. The cost of the additional insurance will be market sensitive as respect to pricing and appropriate for this project only. Copies of invoices from the Subcontractor's insurance provider shall evidence the cost of such insurance. In the event the OCIP is terminated, within the thirty day notice period, the Contractor shall

cause the EIFS Subcontractor to obtain Five Million Dollars (\$5,000,000) of mold coverage and Five Million Dollars (\$5,000,000) of commercial general liability coverage specific to the Project, including five (5) years of completed operations coverage. A Change Order shall be issued to cover the commercially reasonable cost thereof to the Subcontractor. Should the Subcontractor be unable to obtain such coverages, the Owner shall obtain and pay for the same.

§ 11.1.2 CONTRACTOR'S/SUBCONTRACTOR'S OBLIGATIONS UNDER THE OCIP

Insurance provided to the Contractor under OCIP does not cover the Contractor's automobiles, tools and equipment. The OCIP also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work." Off-Site Work as used in this document means Work performed under the Contract that is not performed at the designated Project Site. The OCIP does not cover Professional Liability claims arising from Work or services performed under contract at the designated Project Site. The Contractor/Subcontractor at their own expense must promptly furnish to the Owner certificates of insurance providing evidence that the following coverages are in force.

§ 11.1.2.1 Comprehensive Automobile Liability Insurance for contract work both occurring on-site and off-site with limits of liability not less than:

\$1,000,000 Combined Single Limit

This insurance must apply to all owned, leased, non-owned or hired vehicles to be used in the performance of work and the policy shall include an additional insured endorsement naming the Owner, its affiliates, subsidiaries, their directors, officers, agents, representatives and employees and Contractor as additional insureds as respect to the operations of the contractors' automobile. This insurance must extend to all levels of Subcontractors. Such insurance shall waive subrogation against the Owner and/or its representatives and all Contractors and Subcontractors.

Note: Automobiles are defined in accordance with the most recent ISO insurance agreement. This definition includes but is not limited to a land motor vehicle trailer or semi-trailer designed for travel on public roads, whether licensed or not (including any machinery or apparatus attached thereto).

§ 11.1.2.2 Professional Liability Insurance. Architects and Engineers of every tier hired by the Owner shall purchase and maintain Professional Liability insurance during the term of this Project.

Minimum Limits of Liability

\$5,000,000 each claim
\$5,000,000 annual aggregate

Coverages:

Insured's interest in joint ventures, if applicable
Punitive damages coverage, where not prohibited by law
Limited contractual liability
Retroactive date prior to work
Extended reporting period of 36 months

§ 11.1.2.3 Contractor Provided Insurance for "Off-Site Work." "Off Site Work" as used in this Contract means Work NOT performed at the Project Site.

§ 11.1.2.3.1 Workers' Compensation Insurance, including Employer's Liability with minimum limits of

\$1,000,000 Bodily Injury with Accident — Each Accident
\$1,000,000 Bodily Injury with Disease — Policy Limit
\$1,000,000 Bodily Injury with Disease — Each Employee

Coverage to protect Contractor / Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract. Such insurance (where permissible by law) shall waive subrogation against the Owner and/or its representatives and all Contractors and Subcontractors.

§ 11.1.2.3.2 Commercial General Liability Insurance for Contract operations not physically occurring within the Project Site with a limit of liability not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Personal Injury and Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

Such policy shall include coverage for contractual liability assumed under the Contract, contractors' protective liability, and explosion, collapse and underground property damage hazards, employees and Additional Insureds. Such policy shall include an Additional Insured Endorsement naming Contractor, Owner, its affiliates, subsidiaries, their directors, officers, agents, representatives and employees. This insurance must extend to all levels of Subcontractors. Such insurance shall waive subrogation against the Owner, its affiliates, subsidiaries, and/or their representatives and all Contractors and Subcontractors.

§ 11.1.2.3.3 Excess Liability insurance for Contract operations not physically occurring within the Project Site with a limit of liability not less than:

- (a) Prime Contractor, Construction Manager, General Contractor Limits of Liability Liability:
 - (i) \$25,000,000 Any one occurrence and General Aggregate annually; and
 - (ii) \$25,000,000 Annual Aggregate Products/Completed Operations
- (b) Subcontractors Limits of Liability.
 - (i) \$5,000,000 Any one occurrence and General Aggregate annually; and
 - (ii) \$5,000,000 Annual Aggregate Products/Completed Operations.

NOTE: If the Contractor/Subcontractor chooses to have their policy endorsed to include the OCIP during the construction period, coverage should be Excess and/or Difference in Conditions of the OCIP. The inclusion of the OCIP on such insurance policies shall not replace the OCIP coverage or otherwise affect the cost of insurance identified on the Form I — Insurance Premium Worksheet. The cost of any other type of insurance, or any increase in the limits of liability above those outlined in section 11.1.2.4.1 through 11.1.2.4.4 which the Contractor has procured for their own protection or on account of any statute shall be the sole responsibility of the Contractor.

§ 11.1.2.3.4 Contractors Equipment insurance for all construction tools and equipment whether owned leased rented, borrowed or used on work at the Project Site is the responsibility of the Contractor and/or Subcontractor, and the Owner shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against Owner and/or its representatives and all Contractors and Subcontractors. If an individual Contractor or Subcontractor does not purchase such insurance, he will hold harmless Owner and/or its representatives and other Contractors and Subcontractors for damage to his tools and equipment.

§ 11.1.2.3.5 Any Contractor or Subcontractor who has completed their work at the Project site and whose OCIP insurance has been terminated, who returns to the site to perform warranty work must do so under their own insurance.

§ 11.1.2.3.6 Certificates of Insurance evidencing the required coverages outlined in the previous paragraphs and containing a provision for thirty (30) days prior written notice of cancellation must be submitted with the bid.

§ 11.1.2.3.7 Contractor may accept lesser limits of liability insurance coverages for its Subcontractors and consultants with the prior written consent of the Owner.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused, to the extent covered by insurance.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in an account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Bonds The Contractor shall provide Performance Bonds and Payment Bonds in the full amount of the Contract Sum, from a company or companies lawfully authorized to issue surety bonds in the Commonwealth of Pennsylvania, listed on most recent Treasury Circular 470. Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5. No warranty or warranty period shall relieve the Contractor of responsibility under the Contract Documents. Nothing herein shall be construed to be a limitation of the Owner's remedies either in law or in equity.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The Owner's acceptance of the Work or any portion thereof that is not in accordance with the requirements of the Contract Documents shall be effective only when the Owner's acceptance is memorialized in writing and signed by an agent of the Owner authorized by law to do so.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, the Contractor shall not assign the Contract as a whole without written consent of the Owner. If the Contractor attempts to make an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect and Owner timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect and Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. All testing required by the Contractor shall be set forth in the Specifications and as required by any manufacturer.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect and Owner of when and where tests

and inspections are to be made so that the Construction Manager and Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, in addition to the procedures and compensation for the Owner's and the independent test and inspection firm's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

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

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 Tests and inspections for the convenience of the Contractor shall be at the Contractor's expense.

§ 13.5 Interest – Intentionally Deleted

§ 13.6 Electronic Project Management Information System (PMIS)

The Owner has implemented an electronic PMIS, "Trimble Unity Connect also known as e-Builder", an internet-based information and project communication system that will allow the entire project team to collaborate in a centralized and secured repositories for all projects. The Contractor shall submit information to Procore as directed.

The Contractor shall utilize the PMIS during all phases of the project, unless directed otherwise by the Owner. All project specific correspondence, workflow processes, and documentation will be stored and routed within the PMIS. The Contractors and the Owner shall agree on file name convention of submissions in advance.

The Contractor, or those direct-employee(s) responsible, on the Project will be expected to participate in the necessary training to use the PMIS effectively. Periodic training sessions on the PMIS will be provided by the Owner. It is the responsibility of the Contractor to coordinate with the Owner regarding the training schedule and to register as designated by the Owner. Training will be provided by Montgomery County. All costs for personnel time, travel, meals, and lodging to attend the training shall be borne by the Contractor and, as such, will not be reimbursed by the Owner.

The Contractor shall obtain, at their own cost, the necessary equipment and web connections to access and utilize the PMIS. The Contractor will not incur any registration fees or licensing costs to utilize the PMIS. The Owner will not entertain or acknowledge any amendment requests by the Contractor for claimed inefficiencies or other costs related to the implementation and subsequent use of the PMIS.

§ 13.7 Use of Unmanned Aircraft ("UA")

If the Work involves the use of UA (Drones), and if UA use is approved by the Owner, the Contractor and those Subcontractors involved in UA use must follow all applicable federal regulations, and all state and local rules, laws and regulations. In addition, a request to operate UA must be submitted to Montgomery County's Capital Projects & Programs Director, a minimum of 48 hours prior to the planned UA usage and UA flight operations may not proceed until approval is granted in writing by the Capital Projects and Programs Director.

§ 13.8 Smoking and Tobacco Policy

Smoking and the use of tobacco are prohibited in and on all County owned or leased properties, facilities, and vehicles except for designated smoking areas. Smoking inside any building may result in the Contractor's employee being immediately and permanently removed from the site.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is more, unless suspension or delay is the result of a governmental order or pandemic.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon fourteen days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, and reasonable out-of-pocket costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 120 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 Notwithstanding anything to the contrary set forth herein, the parties agree that if the Work is stopped due to a pandemic and/or any related governmental laws, rules, declarations, regulations or guidance for whatever duration, the Contractor may not terminate the Contract and the parties shall modify the Contract Time and Contract Sum in accordance with the terms of this Agreement. Nothing herein shall require a modification of the Contract Time or Contract Sum to the extent stoppage is a result of the Contractor's failure to abide by governmental laws, rules, declarations, regulations or guidance in existence at the time of execution of the Contract. Contractor bears all risk relating to COVID-1 or any other pandemic and compliance with governmental laws, rules, declarations, regulations or guidance in existence at the time of execution of the Contract.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing; or if the Contractor admits in writing, his inability to pay his debts generally as they become due, or if it makes a general assignment for the

benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. The Owner's right to terminate the Agreement between Owner and Contractor pursuant to this Subparagraph 14.2 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity

§ 14.2.4 If the costs and damages incurred by the Owner in finishing the Work, including but not limited to, compensation for the Architect and Construction Manager's services and expenses and professional fees and expenses and other damages incurred by the Owner and not expressly waived in writing, exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. Any suspension by the Owner for convenience does not constitute grounds for termination by the Contractor under Section 14.

§ 14.3.2 Subject to Section 14.1.5, the Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1 to the extent permitted in accordance with the terms of this Agreement. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause, even though the Contractor has not failed to perform any part of the Contract. Termination by the Owner under this Section shall be by written notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 proceed to complete the performance of the Work not terminated. Deliver drawings, specifications, instruments of service, warranties, operation and maintenance manuals, project closeout documents and other necessary information to the Owner.

§ 14.4.3 Upon such termination the Contractor shall recover as its sole remedy payment for Work properly performed prior to the effective date of termination as provided in the Agreement, and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions; and reasonable out-of-pocket costs incurred by reason of the termination of subcontractors, proven restocking fees and reasonable out-of-pocket demobilization costs. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated and/or unearned profits, consequential or indirect damages.

Upon such termination the Contractor shall recover as its sole remedy payment for Work properly performed prior to the effective date of termination as provided in the Agreement, and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions; and reasonable out-of-pocket

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Notwithstanding anything to the contrary, the Owner is not required to file a Claim in order to impose and set-off liquidated damages as provided in the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Contractor shall commence all Claims and causes of action arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Construction Manager and Architect. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Claim shall identify all causes of action, basis for requested relief including all facts and events, and to the extent possible, an itemization of the claim amount including supporting documentation.

§ 15.1.3.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner. Failure of the Contractor to timely initiate a Claim in writing as required herein shall constitute an irrevocable waiver of such Claim. A statement during a meeting or that is reflected in meeting minutes, or a Change Order Request shall not constitute sufficient or timely notice of a claim.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Owner's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Owner as to Claims.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, where they were beyond fifteen (15) year coverages for the area could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The Contractor shall anticipate adverse weather delays in all-weather dependent activities.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Miscellaneous-Claims

§ 15.2.1 In the event of a dispute giving rise to a Claim, the party making the Claim may request that representatives of the parties meet within fifteen (15) days of receipt of Notice of a Claim in an effort to reach a resolution. If unable to do resolve the Claim at the meeting or if no meeting takes place, the Claim shall be subject to the dispute resolution provisions herein.

§ 15.2.2 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 15.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Owner in rendering a decision.

§ 15.2.4 If the Owner requests a Contractor to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished, or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution, and after exhaustion of the informal dispute resolution process set forth in section 15.2.1.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 Mediation may include, by consolidation on joinder or in any other manner, persons or entities other than the Owner and Contractor who are substantially involved in a common question of fact or law and whose presence is required if complete relief is to be accorded in mediation. The Contractor specifically consents to the inclusion of such other persons or entities in mediation. The Contractor furthermore waives all objections (and consents) to joinder of the Contractor as a party to any mediation related to the Project in which the Owner is joined or is otherwise positioned as a party and in which the Contractor's conduct or its performance is in any way relevant to the subject of a dispute. The Contractor agrees to participate in good faith in any mediation proceeding in an effort to resolve the dispute(s) at issue therein. The provisions of this § 15.3.4 shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The Contractor also agrees to include the provisions of this § 15.3.4 in all Subcontracts, Purchase Orders, and other agreements to which it is a party concerning the Project, thereby comparably committing its Subcontractors, suppliers, materialmen, and like entities.

§ 15.4 Litigation

§ 15.4.1 Any and all claims shall be subject to litigation in the Court of Common Pleas of Montgomery County, Pennsylvania which shall have exclusive jurisdiction and venue.

ARTICLE 16 ADDITIONAL PROVISIONS

§ 16.1 Project Site Requirements

§ 16.1.1 Temporary Ventilation. The Prime General Contractor shall be responsible to adequately maintain temporary enclosure of the building with materials suitable to control temperature and humidity from entering or escaping from the building. The Prime Mechanical Contractor shall provide temporary ventilation to remove from the structure any excessive heat and/or humidity in enclosed portions of the Work resulting from its construction operations so that the Work may be carried on without interruption and under correct conditions, including required dryness for installation of the various materials. Removing any dangerous or noxious fumes or particles suspended in the air is the responsibility of the Prime Mechanical Contractor whose construction operations caused these conditions to exist. Temporary equipment used for this temporary ventilation shall produce no hazard to the Work or to any person in or near it. The Contractor shall furnish all such temporary equipment; pay all costs for it and for its operation, including fuel and power supplies during operation both in and out of normal working hours. The Prime Mechanical Contractor shall remove the equipment when it is no longer required, or when so directed by the Owner.

§ 16.1.2 Work Beyond Limit of Contract. For purposes of performing the Work, the site is defined by the Limit of Contract lines shown on the drawings. The Contractor is responsible for any work performed beyond the limit of Contract.

§ 16.1.3 Advertising. No advertising is permitted within the Work area or adjacent area. This does not apply to corporate vehicles or attire.

§ 16.1.4 Storage and Stockpiling on Roofs. No materials of any type may be stored or stockpiled overnight on roofs.

§ 16.1.5 Temporary Traffic Control. The Project site may have active pedestrian, bike or automobile traffic adjacent to site for the entire duration of the Project. If applicable, the Contractors shall, incorporate, furnish and implement the following work as part of this Project:

Traffic Control – Temporary Traffic Control Guidelines (PennDOT Publication 213): Publication 213 applies to Contractors; utilities; Federal, State, County, township and municipal governments; and others performing applicable construction, maintenance, emergency or utility/permit work on highways or so closely adjacent to a highway that workers, equipment or materials encroach on the highway or interfere with the normal movement of traffic. The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway, including persons with disabilities in accordance with the Americans with Disabilities

Act of 1990 (ADA), Title II, Paragraph 35.130 and Temporary Traffic Control Guidelines (PennDOT Publication 213) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.

§ 16.1.6 Noise Reduction. The Contractor must take reasonable steps to minimize noise and shall perform work in accordance with local noise ordinances. The Contractor shall perform noise-producing work in less sensitive hours of the day or week as directed by the Owner. The Contractor shall maintain noise-producing work at or below the decibel levels and within the time periods specified and shall perform construction activities involving repetitive, high-level impact noise only between 8:00 a.m. and 6:00 p.m. unless otherwise permitted by the Owner and permissible by local ordinance.

§ 16.1.7 Visible Dust Emissions. No person shall perform any construction, demolition, excavation, extraction, or other earthmoving activities unless appropriate measures are sufficiently implemented to limit Visible Dust Emissions (VDE) to 20% opacity and comply with the conditions for a stabilized surface area when applicable. The Contractor shall apply sufficient water to building exterior surfaces, and/or unpaved surface areas where equipment will operate to limit VDE to 20% opacity throughout the duration of razing and demolition activities or handling, storage, and transport of bulk materials on-site or off-site. The Contractor shall apply sufficient dust suppressants to unpaved surface areas within 100 feet where materials from razing or demolition activities will fall in order to limit VDE to 20% opacity. The Contractor shall also apply sufficient dust suppressants to unpaved surface areas where wrecking or hauling equipment will be operated in order to limit VDE to 20% opacity.

§ 16.1.8 Tobacco Use on Project Site. Use of tobacco products (smoke and smokeless, including vapor) shall be restricted on site after the building has been enclosed (with permanent or temporary enclosures). Personnel found in noncompliance with this directive may be removed from the site upon discovery of this noncompliance.

§ 16.1.9 Professionalism. All Prime Contractors shall be responsible for their own employees and those performing Work by or on behalf of the Prime Contractor, including employees of subcontractors and suppliers. There shall not be any verbal confrontations, physical altercations, graffiti, damage to any Work by any Prime Contractor or behavior which would be considered unprofessional. Such unprofessional behavior or actions shall be grounds for immediate and permanent removal from the Project.

§ 16.1.10 Drug Testing. All workers that will be on site for any Prime Contractor or Subcontractor must pass a drug screening and background verification, except delivery personnel or truck drivers. There is additional information pertaining to how this is performed in Exhibit B to the Agreement.

§ 16.1.11 Testing and Inspection Reports. To the extent any Prime Contractor or Subcontractor performs or causes to be performed any testing or inspection, copies of any results or reports shall be made available to the Owner, Construction Manager and Architect within 48 hours of written request.

§ 16.2 Federal and A.S.T.M. and Other Specifications. Reference to Federal, A.S.T.M. and other standard specifications references and designations means those in effect at the date of bid. Basic codes and regulations incorporated by reference, standard regulations and codes refer to editions in effect at the date of proposals, including current addenda or errata. The most stringent section of each code applies.

§ 16.3 Prevailing Minimum Wage Predetermination. The Contractor is hereby notified that this Contract is subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 et seq., as amended, which is incorporated herein by reference as if fully set forth herein. In compliance with said Pennsylvania Prevailing Wage Act, the Prevailing Minimum Wage Predetermination is hereto attached and made part hereof as approved by the Secretary of Labor and Industry. If a job classification is not covered by the Prevailing Wage Predetermination, the Contractor may not pay individuals in that classification less than the lowest rate for laborers, as set out in the predetermination.

§ 16.4 Tax Liability and Offset

§ 16.4.1 The Contractor, by execution of this Agreement, certifies that it has no outstanding tax liability to the Commonwealth of Pennsylvania or the Owner; authorizes the Department of Revenue to release information related to its tax liability to the Owner; and authorizes the Owner to set off any State and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount(s) due to the Owner from the Contractor that are

not being contested on appeal by the Contractor, against any payment due to the Contractor under an agreement with the Owner.

§ 16.4.2 The foregoing certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Owner in entering this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous or inaccurate certification, the Owner may find the Contractor in default and terminate this Agreement. Such erroneous or inaccurate certification may also be grounds for initiation of civil or criminal proceedings.

§ 16.5 Debarment or Suspension

The Owner shall recommend debarment or suspension action against the Contractor whenever there is substantial evidence that there exists a cause for debarment or suspension.

§ 16.6 Contractor's Responsibility

§ 16.6.1 The Contractor certifies, in writing, for itself, its Subcontractors and consultants required to be disclosed or approved by the Owner, that as of the date of its execution of this Agreement, that neither the Contractor, nor any such subcontractors or consultants, are under suspension or debarment by the Commonwealth of Pennsylvania, Owner or any other governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

§ 16.6.2 The Contractor also certifies, in writing, that as of the date of its execution of this Agreement it has no tax liabilities or other County of Montgomery, PA obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist or is subject to a duly approved deferred payment plan if such liabilities exist. If the Contractor cannot so certify because of the scope and nature of its organizational structure, then it agrees to make such certification to the best extent possible and to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made in full.

§ 16.6.3 The Contractor's obligations pursuant to these provisions are continuing from and after the effective date of this Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Owner if, at any time during the term of this Agreement, it becomes delinquent in the payment of taxes, or other County of Montgomery, PA obligations, or if it or any of its subcontractors or consultants are suspended or debarred by the Commonwealth of Pennsylvania, Owner, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment. To the extent the size or nature of the Contractor prevents it from carrying out this obligation in full, it shall provide written documentation explaining why this obligation cannot be fully complied with and shall have a continuing obligation to report to the greatest extent possible.

§ 16.6.4 The failure of the Contractor to notify the Owner of its suspension or debarment by the Commonwealth of Pennsylvania, Owner, any other state, any other county, or the federal government shall constitute an event of default of this Agreement.

§ 16.6.5 The Contractor agrees to reimburse the Owner for the reasonable costs of investigation incurred by any investigative office of the Owner for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Owner that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

§ 16.7 Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business). For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contractor's compensation hereunder, or otherwise recover, the full amount of such commission, percentage, or contingent fee.

§ 16.8 Americans with Disabilities Act. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act (28 C.F.R. 35.101 et seq.), no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, 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 the benefits, services, programs, and activities provided by the Owner through contracts with outside contractors. 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's failure to comply with the provisions of this section.

§ 16.9 Recycled Materials

§ 16.9.1 In accordance with Section 108, Recycled Materials, of the Commonwealth Procurement Code (62 P.S. Section 108), all insulation products incorporated into the Project shall contain the following minimum percentages, by weight, of postconsumer recovered paper or recovered material:

Cellulose Loose-Fill Spray-On	5 % Postconsumer Recovered Paper
Perlite Composite Board	23% Postconsumer Recovered Paper
Plastic Rigid Foam, Polyisocyanurate/Polyurethane:	
Rigid Foam	9% Recovered Material
Foam In-Place	5% Recovered Material
Glass Rigid Foam	6% Recovered Material
Phenolic Rigid Foam	5% Recovered Material
Rock Wool	50% Recovered Material

§ 16.9.2 "Postconsumer Recovered Paper" is defined as "any paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item including used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards and used cordage; as well as all paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste."

§ 16.9.3 "Recovered Materials" is defined as "waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process."

§ 16.9.4 Materials and installations specified for the Project by the Architect shall comply with this requirement.

§ 16.10 Trade Practices Act

§ 16.11.1 The Contractor, in the preparation of the design documents for the Project, shall comply with the requirements of the Trade Practices Act (71 P.S. § 773.101, et seq.). The Act prohibits the Owner from specifying, purchasing, or permitting to be furnished or used, in any public works, aluminum or steel products made in a foreign country which has been determined as "discriminating" by the Commonwealth.

§ 16.10.2 Aluminum or Steel Products means aluminum or steel products rolled, formed, shaped, drawn, extruded, forged cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from aluminum or steel not made in the United States.

§ 16.10.3 The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain aluminum and steel products made in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

- .1 Brazil:** Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless-steel bar; stainless steel wire rod and cold-form stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet, and cold-rolled carbon steel sheet.
- .2 Spain:** Certain stainless-steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-formed stainless steel bars; pre-stressed concrete steel wire strand; 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 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 **Argentina:** Carbon steel wire rod and cold-rolled carbon steel sheet.

§ 16.11 Steel Products Procurement Act

§ 16.11.1 The Contractor shall comply with the requirements of the Steel Products Procurement Act (73 P.S. 1881, et seq.). The Steel Products Procurement Act requires that any steel products being used or supplied in the performance of the Contract must be “steel products” as defined in the Act. Steel Products are considered to be products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two 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.

- .1 Includes cast iron products.
- .2 Includes 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.
- .3 Does not include steel products which will not be incorporated into the Project (i.e., tools – hammers/wrenches); scaffolding used to construct the Project and removed after completion; and trailers used as offices by contractors and removed after completion of the Project.
- .4 Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of Public Law §§ 97-424 (96 Stat. 2136).
- .5 Owner vs. Product. Each “product” in the Owner is identified as a separate and distinct steel product.

§ 16.11.2 When the Owner’s design specifies trade names, catalog numbers, and manufacturers for materials and equipment, they are provided for the purpose of establishing a standard of quality, performance, and appearance, and for establishing a standard of competitive bidding. The use of such descriptive information will not relieve the Contractor with compliance with all respects of the Act.

Origin of Steel.

- .1 If the product contains 100 percent United States manufactured steel, it is a “steel product” under the Act, no matter where the non-steel components of the product are manufactured.
- .2 If the product contains 100 percent steel manufactured in a foreign country, its acquisition is prohibited.
- .3 If the product contains both foreign and United States manufactured steel (no matter how little or how much of each), the product shall be determined to be a United States steel product if at least 75 percent of the total cost of the articles, materials, and supplies have been mined, produced, or manufactured in the United States.

§ 16.11.3 If 100 percent of the steel product is identifiable (i.e., stamped United States Steel), then the Contractor shall submit certification documentation. If the steel product is unidentified, the Contractor shall provide documentation including, but not limited to invoices, bills of lading, and mill certification. The Owner is authorized to withholding payments until the documentation or certification has been provided. If payments have been made but should not have been made because of noncompliance, the Owner or the Commonwealth Attorney General may recover the payments directly from the Contractor, subcontractor, or manufacturer who did not comply. Additionally, any person who willfully violates the Act shall be prohibited from submitting bids or performing work for the Commonwealth for five years.

§ 16.11.4 The Steel Products Procurement Act requirement may be waived by the Owner when the Owner determines that steel products are not produced in the United States in sufficient quantities to meet the requirements of the Contract and/or when the product appears on the Department of General Services' annual Final List of Exempt Machinery and Equipment Steel Products.

§ 16.12 Environmental Quality Control

§ 16.12.1 All Prime Contractors and their subcontractors shall perform the Work in a manner that shall minimize the possibility of air, water, land, and noise pollution. Each Prime Contractor shall comply with all statutes and regulations, as amended, concerning environmental quality control administered by the Pennsylvania Department of Environmental Protection, including but not limited to:

- .1 Clean Streams Law
- .2 Pennsylvania Sewage Facilities Act

- .3 Air Pollution Control Act
- .4 Surface Mining Conservation and Reclamation Act
- .5 Bituminous Coal Open Pit Mining Conservation Act
- .6 Dams and Encroachments Act
- .7 Water Well Driller's Act
- .8 Water Works Act and Atomic Energy Act

§ 16.12.2 The Contractor shall be solely responsible for securing all required permits and for any violations. Storage, collection, transportation, processing, and final disposal of solid waste shall be in accordance with regulations and standards of the Pennsylvania Department of Environmental Protection (DEP). Immediately upon notice of award of the Contract the Contractor shall apply for the necessary permits from DEP. A copy of this permit must be submitted to the Owner before commencing waste disposal.

§ 16.13 Right to Know Law

§ 16.13.1 Unless otherwise determined by a Pennsylvania appellate court subsequent to the execution of this Agreement, the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"), applies to this Agreement. Unless the Contractor provides the Owner, in writing, with the name and contact information of another person who will act on behalf of the Contractor regarding the RTKL, the Owner shall notify the Contractor if the Owner needs the Contractor's assistance in connection with a request made under the RTKL. The Contractor shall notify the Owner in writing of any change in the name or the contact information within a reasonable time prior to the change.

§ 16.13.2 Upon notification to the Contractor that the Owner has received a request for the Contractor's records under the RTKL (the "Requested Information"), the Contractor agrees to assist the Owner in responding to the request. Such assistance shall include providing the Owner, within three (3) days, with copies of any Requested Information in the Contractor's possession that the Contractor deems a Public Record, as that term is defined in the RTKL, or otherwise notify the Owner that the Requested Information is not a Public Record. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor agrees to timely notify the Owner that it will need up to an additional twenty-five (25) days and must provide in writing the reason the additional time is needed. If the Contractor decides the Requested Information is within the scope of the RTKL but fails to provide the Requested Information to the Owner within the period specified in this provision, the failure shall be considered an event of default and the Contractor shall pay, indemnify, and hold the Owner harmless for any damages, penalties, detriment, or harm that the Owner may incur as a result of the Contractor's failure.

§ 16.13.3 The Contractor's determination as to whether the Requested Information is a Public Record is dispositive of the question as between the parties. The Contractor agrees to provide information and/or to appear before the Office of Open Records or Pennsylvania Courts in support of the Owner's denial of access to a record the Contractor determined was not a Public Record. The Contractor agrees to indemnify the Owner for any court costs, attorneys' fees, or civil penalties awarded against the Owner under the RTKL in connection with or as a result of the Contractor's denial of access to Requested Information.

§ 16.13.4 If in the course of this Agreement, the Owner is provided with information the Contractor clearly identifies as a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Owner agrees to abide by the terms of Section 707 of the RTKL and timely provide the Contractor with notice of a request for this information and allow the Contractor the ability to respond, as provided by the RTKL. The Contractor reserves all rights and remedies as allowed by law relating to the Owner's unauthorized disclosure of the Contractor's Trade Secret or Confidential Proprietary Information. This provision shall not be construed to limit the sovereign immunity of the Owner.

§ 16.13.5 The Owner will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the applicable fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

§ 16.13.6 The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records after timely appeal to the Pennsylvania Courts.

§ 16.14 Labor Harmony/Jurisdictional Disputes

§ 16.14.1 The Contractor shall hire all personnel necessary for the proper and diligent prosecution of the Work in accordance with the Project Schedule. The Contractor shall maintain labor peace and harmony throughout the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase, nor shall any adjustment be made to the Contract Sum or Contract Time.

§ 16.14.2 In the event of a jurisdictional dispute among or between any labor unions arising out of or relating to Contractor's Work, Contractor shall be solely responsible for promptly resolving the same without involvement by the Owner, Construction Manager or Architect. The Contractor shall be responsible for any delays or impacts arising out of jurisdictions disputes arising out of or relating to Contractor's Work.

§ 17 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

§ 17.1 Non-Discrimination/Sexual Harassment

During the term of this Contract, Contractor agrees as follows:

§ 17.1.1 Contractor shall not discriminate against any employee, applicant for employment, any independent Contractor or any other person because of race, color, religious creed, ancestry, national origin, service in the uniformed services

As defined in state and federal law), veteran status, age, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by law.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, service in the uniformed services (as defined in state and federal law), veteran status, age, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by law. Such affirmative action shall include, but is not limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

§ 17.1.2 Contractor shall in solicitations or advertisements placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

§ 17.1.3 Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notices shall be sent to every other source of recruitment utilized by Contractor.

§ 17.1.4 It shall be no defense to a finding of a non-compliance with Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that recipient had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations.

§ 17.1.5 Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, the Contractor shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, national origin, sex, or age, taking affirmative action to obtain qualified minority group persons.

§ 17.1.6 Contractor shall comply with all rules, regulations and orders issued by the Governor, the Attorney General, and the Human Relations Commission relating to laws, prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and recipient may be declared ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation or order of the Governor, Attorney General, or the Human Relations Commission, or as otherwise provided by law.

§ 17.1.7 Contractor shall furnish all information and reports required by the Governor, Attorney General, and the Human Relations Commission and will permit access to its books, records and accounts by the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with provisions of Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause.

§ 17.1.8 Contractor shall actively recruit minority Subcontractors or Subcontractors with substantial minority representation among their employees.

§ 17.1.9 The Contractor and each of its subcontractors or consultants 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.

§ 17.1.9 Contractor shall include the provisions of Paragraphs 17.1.1 through 17.1.90 in every Subcontract or Purchase Order, so that such provisions will be binding upon each Subcontractor or vendor or other person. If the Contractor cannot fully comply with this subsection due to the nature or scope of its organization, it must use best efforts to do so and provide a written explanation as to why it is unable to fully comply.

§ 17.1.10 The Owner may cancel or terminate this Agreement and all money due or to become due thereunder may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

§ 17.1.10 The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Ch. 49.

§ 17.1.11 No signs, banners, etc. may be posted.

Exhibit A

Community Participation Goal

In keeping with Montgomery County's policy to offer assistance to local, small, and disadvantaged businesses, as defined in section 7 of the "Procurement Policy of Montgomery County," the County has adopted a good faith effort goal ("County Participation Goal") for the Montgomery County projects whereby, with respect to the total dollars spent for contracted construction work:

1. Fifteen percent (15%) paid to local businesses AND
2. Five percent (5%) paid to disadvantaged businesses AND
3. Three percent (3%) of total labor hours paid in conjunction with contracted construction work must be paid to individuals residing in zip codes situated no more than five miles from the perimeter of the geographic boundary of the 19401 zip code

Sections 7.b.1-3 of the procurement policy provide the following definitions:

1. "Local" business means a person, partnership, corporation or other business entity authorized to transact business in Montgomery County and having a bona fide establishment for transacting business in this County at which it was transacting business on the date when bids or proposals for the public contract were first solicited.
2. "Disadvantaged" business means a person, partnership, corporation or other business entity in the United States which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

All bidders on Montgomery County projects must include as part of their bid submission a commitment to meet this goal, demonstrated by describing how the contractor will proactively seek to accomplish the County's goal. Failure to include a plan to fulfill the stated County goal can render a bid unresponsive. Subcontracting commitments to qualifying businesses made at the time of bid or during contract execution must be maintained throughout the term of the contract. Any proposed change must be submitted to the County for approval.

After award, the successful bidders' commitment to the County Participation Goal will be calculated and credited as follows:

1. Definition and Certification of businesses for the purposes of this project:
 - a. Local businesses: defined by having a center of operation headquartered in Montgomery County, as defined by address zip code
2. For the purposes of this Community Participation Goal, the County will consider only those businesses certified by the below entities to be considered "disadvantaged" in meeting the procurement policy definition. Businesses not certified by one of the listed entities will not be considered to fulfill the definition of disadvantaged business.
 - a. ACCEPTABLE CERTIFYING ENTITIES
 1. National
 - a. Women's Business Enterprise National Council (WBENC)

Exhibit A

Community Participation Goal

- b. National Minority Supplier Development Council (NMSDC)
 - 2. Local and Regional
 - a. NJ Unified Certification Program - NJ Transit, The Port Authority of NY & NJ, NJDOT
 - b. Delaware Department of Transportation (DelDOT)
 - c. Eastern Minority Supplier Development Council (MSDC) - affiliate for Pennsylvania, New Jersey, Delaware
 - d. Pennsylvania Unified Certification Program (PENNDOT, SEPTA, Allegheny County, PHL PNE, Port Authority)
 - e. City of Philadelphia
 - f. The Enterprise Center
 - g. New Jersey Department of the Treasury
 - h. State of Delaware, Office of Supplier Diversity
 - i. Women's Business Enterprise Center (WBEC-East)
 - b. REQUIRED CERTIFICATION TO FULFILL DEFINITION OF DISADVANTAGED BUSINESS
 - 1. A Disadvantaged Business is defined as a Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability-Owned Business Enterprises, and Service-Disabled Veteran Business Enterprises that have a valid and current certification from one or more of the agencies listed above. Proof of certification must be provided.
- 3. Good Faith Effort: While the County has established the percentage goals listed above based on the achievability of these thresholds, Contractors must demonstrate “good-faith efforts” to comply with community program participation goals throughout the project.
 - a. Contractors must take all necessary and reasonable steps to achieve the community participation goals
 - b. Contractors must document its good-faith efforts. This includes documenting all efforts to:
 - i. Solicit certified firms for the project;
 - ii. Negotiate in good faith with all contractors who express an interest in the project; and
 - iii. Assist contractors in obtaining bonding, lines of credit, insurance, equipment, supplies or materials as required by the project owner.
 - c. Prompt and accurate disclosure
 - i. Contractors should disclose changes or developments in its arrangements with local or disadvantaged firms to the owner
 - ii. Relevant disclosures may be made either in a formal manner (e.g., by submitting official, required forms that document utilization) or in an informal manner (e.g., by making telephone calls to project owner personnel), as appropriate for the particular situation.
- 4. Calculation and credit method: contractor participation level will be tracked against the County Participation Goal separately for the three categories utilizing the

Exhibit A

Community Participation Goal

following calculations and dividing that total amount by the total contract award price.

- a. Local or Disadvantaged contractors / subcontractors as defined in County procurement policy and verified as described, performing at least sixty percent (60%) of the subcontract with their own employees will be credited toward the County Participation Goal at 100 percent (100%) total dollar value of the subcontract / supply contract
- b. For crediting of labor hours (workforce):
 - i. Hours worked by individual workers residing in zip codes within Montgomery County will be credited based on submitted payroll reports submitted in keeping with contract requirements, as follows:
 1. One hundred percent (100%) of hours worked by individual workers residing zip codes within five miles of the geographic border of 19401.
- c. Local or Disadvantaged stocking suppliers are credited at sixty percent (60%) of the total cost of the materials or supplies purchased. A stocking supplier is a regular dealer that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- d. Local or Disadvantaged nonstocking suppliers are credited at only the amount of the fee or commission charged by the Local or Disadvantaged nonstocking supplier for assistance in the procurement of the materials and supplies provided the fees or commissions are reasonable and not excessive as compared with fees customarily allowed for similar services and with the understanding that under no circumstances shall the credit, for a Local or Disadvantaged nonstocking supplier, exceed 10% for the purchase order cost. A nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative, or a stocking supplier. In order for a nonstocking supplier to receive credit, it must perform a useful business function by engaging in meaningful work (i.e. negotiating price; AND determining quality and quantity; AND ordering materials; AND paying for the materials) and the fee or commission must be provided with the purchase order and the Local or Disadvantaged utilization report. Industry practices and other relevant factors will be considered.
- e. Local or Disadvantaged manufacturers are credited at 100 percent (100%) of the total cost of the materials or supplies purchased.
- f. Local or Disadvantaged business participation shall include all tiers of design and / or construction.
 - i. The dollar value of any commitment to a Local or Disadvantaged business cannot be double counted. In the event that the Local or Disadvantaged business whose entire subcontract value is counted towards the County Participation Goal then subcontracts a portion of the work or supplies associated with this subcontract to another Local, or Disadvantaged business, the dollar value of the subcontract with/to this lower tier Local, or Disadvantaged business is NOT counted in the

Exhibit A

Community Participation Goal

Contractor's Participation Level in order to prevent the duplicate counting of Local or Disadvantaged business commitment dollars. In this case, the dollar value of this subsequent Local or Disadvantaged business subcontract has already been included within the scope of work and dollar value of the Local or Disadvantaged business commitment already counted as a part of the Contractor's Participation Level.

5. Successful bidders will be required to submit the following documentation on a monthly basis with payment applications to enable County monitoring of the County Participation goals:
 - a. Local or Disadvantaged business utilization report (to be provided by County), electronically submitted monthly, which will be used to assess whether the Contractor is on track to meet or exceed the County Participation Goal by Close-Out inspection, as required. Forms will be submitted to the Construction Manager and uploaded to a web-based tracking software. Access will be provided to each prime contractor.
 - i. Failure to submit a Local, Small, or Disadvantaged business Utilization Report with each Application for Payment will result in an incomplete Application for Payment and it being returned to the Contractor. An incomplete Application for Payment will not be processed.
 - b. The Contractor may also be asked to submit documentation evidencing their good faith effort in pursuit of the County Participation Goal and so should maintain documentation of their efforts throughout the project. At a minimum, such documentation includes the following ("Good Faith Effort documentation"):
 - i. Employees involved in the pre-bid phase of a project must exercise good faith efforts to:
 1. Ensure that as many qualified local and disadvantaged firms as possible are aware of the project and the specific types of work for which contractor may use subcontractors; and
 2. Provide local and disadvantaged firms with every reasonable opportunity to bid for such work.
 - ii. To achieve the community participation goals and to document a good faith effort, the following practices should be followed and documented:
 1. Initial Solicitations of local or disadvantaged firms
 - a. Solicit local or disadvantaged firms through all reasonable and available means, including, but not limited to:
 - b. Obtaining lists of certified local or disadvantaged firms maintained by the certifying agency and contacting local or disadvantaged firms by phone, email, fax or letter or in person to request quotes;
 - c. Attendance at local or disadvantaged firm outreach fairs;
 - d. Consultation with minority, women's and general contractor groups, community organizations and other

Exhibit A

Community Participation Goal

- officials or organizations that could be expected to have information regarding the availability of local or disadvantaged firms; and
 - e. Print and online advertising – including, but not limited to, making sure local or disadvantaged firms are included on recipient mailing lists for potential subcontractors.
2. Ongoing Solicitation Efforts
- a. The solicitation efforts described above should continue through the life of the project, particularly in situations where:
 - i. local or disadvantaged firms who were awarded subcontracts choose not to perform, or cannot perform, such work, leading to a shortfall from the project's local or disadvantaged firms utilization goals; or
 - ii. New local or disadvantaged firms subcontracting opportunities become available due to change orders or other project developments.
3. Thorough Record-Keeping
- a. All reasonable efforts should be taken to document solicitations of local or disadvantaged firms, in as much detail as is practical to record.
 - b. Contractors should maintain written records of:
 - i. All solicitations sent by the contractor to potential local or disadvantaged firms.
 - ii. All names, email addresses and telephone numbers of local or disadvantaged firms that were considered as potential subcontractors.
 - iii. All communications to or from local or disadvantaged firms, including all bids or sub-bids received from local or disadvantaged firms:
 - 1. Letters, faxes, email and any other form of written correspondence should be preserved.
 - 2. Telephone calls should be logged
 - 3. Documentation showing why any local or disadvantaged firm bid was not accepted.
 - 4. Other and all relevant solicitation records and correspondence with local or disadvantaged firms.

END

EXHIBIT B

MONTGOMERY COUNTY CONSTRUCTION PROJECTS

SITE ACCESS REQUIREMENTS

All contractor personnel needing access for any purpose to any Montgomery County construction project are required to comply with the following screening processes to be granted access to the project site.

Montgomery County/Skanska Construction personnel will issue hard hat stickers to ALL workers on their first day they are on site provided they have successfully complied with the below access requirements. Workers must report to the County Construction Office with proof they have cleared/" Passed" the required checks. The County, Skanska, or other CMA firm personnel will confirm and issue a badge. Badges must be worn and visible at all times while working on any County project site.

BACKGROUND CHECK

In accordance with the project documents, all Contractors (workers and project management staff) must complete a background check, by Montgomery County, prior to starting any work on the project site. Some projects are a multi-year, multi-phase project and Montgomery County reserve the right to perform annual screening on any and all personnel and an authorization form will be provided annually or as necessary should there become a reason to question a worker's eligibility to work on any project. Please take the following steps to complete the background check and attain hard hat sticker prior to starting work:

1. All personnel must submit their background check request for processing (allow up to ten (10) days for processing) through this link:
<https://forms.office.com/r/HJW2HiEdY8>
2. A pass/fail confirmation will be provided by the Montgomery County Background Check System to the employer, and the County Construction Office.
 - a. The criteria for "failing" the background check, which results in the individual not being permitted to access the construction site, are as follows:
 - i. any felony conviction in the last five years, or
 - ii. any currently pending open felony case
3. Montgomery County Construction Office/Skanska will issue individuals hard hat stickers at One Montgomery Plaza construction office, prior to starting work.
4. Hard hat stickers will be individually numbered for identification purposes.
5. For any sticker that must be reissued, the employee should report to the Construction Office. There will be a Ten Dollars fee (\$10.00) that must be paid prior to the sticker being issued.
6. Anyone found on site without a hard hat sticker will immediately be removed, and future entry denied until a background check is passed and a sticker issued.

For any questions or concerns, please contact David Hahn
(David.Hahn@montgomerycountypa.gov) or Michael Stewart
(michael.stewart@skanska.com)

Reference specification section 01 12 00 for specific policy details. A brief outline of the requirements is noted below:

A. Building Security Coordination

1. Each Prime Contractor shall provide a daily roster sheet to the CMA no later ½ hour past the start of the shift. This roster sheet shall contain the full names of workers, company names, and badge numbers.
2. Each Prime Contractor is responsible for obtaining from the County building credentials for each employee, subcontractor and any other on-site personnel.
 - a. Credentials will allow access to the building and construction area.
 - b. Credentials will be replaced at periodic intervals but no less than each phase.
 - c. Background checks are required for credentialing, and the system for obtaining background checks will be provided by the County Sheriff's Office.
 - d. A background check form will be required to be filled out individually for all on-site personnel and submitted to the CMA for processing. Contractors must allow ten (10) days for processing.
 - e. *A Pass/Fail confirmation, provided from the background check system, will be provided to the Prime Contractors along with credentials.*
 - f. *The background check and first credential for any phase will be free of charge. There will be a \$10.00 charge for replacement credentials.*
 - g. All project-related personnel on site will be required to carry building credentials. Personnel without credentials will be required by security personnel to leave the building and the project site.

CONTROLLED SUBSTANCE AND ALCOHOL TESTING

The unauthorized use of controlled substances or the use of alcohol by Project employees is inconsistent with a safe, healthy, and productive work environment on the Project. This Policy directs all Contractors and Subcontractors to establish and maintain an effective program for achieving a drug-free workforce on the Project.

The Montgomery County Projects are a drug and alcohol-free workplace, to further the safe and productive working conditions with due regard to the personal privacy interests of Project employees. It is not the intention of the parties that the County, its designee, or any Contractor or Subcontractor intrudes off-duty activities of Project employees away from the Project Site unless these activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in this requirement have been carefully defined and intentionally restricted. The County will retain oversight over the implementation of this requirement and will monitor test procedures for consistency and compliance.

Unauthorized use, possession, or sale of controlled substances or alcohol on the MCJC Project Site is prohibited. Persons who violate this prohibition will not be permitted to work on the project site and are subject to action up to and including permanent removal or debarment from the project site. The County, its Contractors and Subcontractors have the right to test for controlled substances and alcohol, and testing will be conducted minimally as a condition of accessing the project site, pursuant to any or all of the following:

A. Pre-Assignment to the Project Site

- a. Any person who seeks access to the Project Site to perform work in conjunction with a contract with Montgomery County is subject to a mandatory controlled substance tests as a condition of obtaining his or her first access to the Project Site. Project Managers, while not performing physical work, are not exempt from the drug test or

background check requirements even if they are not on site on a full-time basis.

B. Reasonable Suspicion/ Cause

- b. All employees are subject to a controlled substance and alcohol test where the County, the CMa (as the County's agent) or the contractor has reasonable cause to believe that an employee may be impaired on the job or in a job status (such as on Contractor provided transportation). Reasonable cause can be described as, but is not limited to the employees:

- i. Violent or irrational behavior.
- ii. Emotional unsteadiness.
- iii. Possession of alcoholic beverages on premises.
- iv. Possession of illegal drugs or paraphernalia on premises.
- v. Sensory or motor-skill malfunctions.
- vi. Noticeable decline in the Employee's productivity; and
- vii. Repeated lateness or absenteeism from work.

C. The County reserves the right to enforce an annual retest of any or all employees on any site. The cost of additional testing is the responsibility of the contractor. New hard hat stickers will be issued when all documentation is completed, and the individual has "Passed" the drug test and background check.

- c. Failure to retest when requested may result in removal from the project.
- d. The County will notify Contractors typically near the end of the calendar year for rechecks.
- e. If an individual has been working for less than 3 months on the project, they will not be required to recheck until the following year unless there is reasonable suspicion.

D. Post-Accident and Post-Incident

- f. After each work related accident or injury requiring the attention of licensed medical professional services of a licensed health care provider, the injured individual and/or any individual causing, or contributing to, or who cannot be completely discounted as having contributed to, the accident or incident will be required to submit to a controlled substance and/or alcohol test immediately following the accident/incident, and ideally not more than two hours after the accident/incident. In certain instances, the individual to be tested may require emergency medical care, in which case urine specimen must be obtained by the collection facility immediately after treatment is rendered. If more than 8 hours have passed since the accident/incident and no specimen has been collected, an alcohol test will not be required. If more than 32 hours have passed since the accident/incident and no specimen has been collected, a controlled substances screen will not be required.
- g. In addition, any individual contributing to or causing a non-injury related industrial incident, with damages at or in excess of \$1,500 will be required to submit to a drug and alcohol test unless:
 - i. The employee's performance can be completely discounted as a contributing factor to the accident/incident; or
 - ii. The incident was caused by inadequate equipment or system

design, and/or premature failure of equipment or system components.

- h. Any individual who is responsible for, or who contributed to, or who cannot be completely discounted as having contributed to a near miss incident will be required to submit to a drug and alcohol test. A near miss incident generally involves an individual's intentional, reckless or negligent behavior in derogation of good safety practices such that the behavior, if repeated, would likely result in personal injury or significant property damages.

E. Return to Duty

- i. Any employee that was unable to report to work the day after an injury must get a drug and alcohol test before returning to the project.
- j. An employee who is eligible to return to work at the Project Site but who for any reason has not worked at the Project Site for a period of six consecutive months or longer is subject to a drug and alcohol test as a condition of returning to work at the Project Site,
- k. For either of the scenarios above, the contractor is responsible for the cost of the drug test.
- l. Employees who report for work at the Project Site and are determined to have alcohol or unauthorized controlled substances in their system will not be permitted to remain on the Project. Contract employees will be required to sign a consent form and present a valid photo identification card such as a government-issued driver's license when a test is performed.

TESTING COST RESPONSIBILITY

- A. Pre-Assignment Testing - Contractors are required to pay all costs related to Pre-Assignment (letter A, above) screening. Contractors are required to provide a notarized letter and/or documentation providing proof that the employee has "passed" a drug screen, per the limits noted in this requirement, within 60 days of the employees' start date on the project site.
- B. Reasonable Suspicion / Cause, Post Incident/Accident, and Return to Duty Testing - Contractors are responsible for paying all costs related to Reasonable Suspicion / Cause, Post Incident/Accident, and Return to Duty Testing (letters B, C, and D, above). Contractors are required to set up an account with the local clinic identified for use within the OCIP program. If testing is required for an individual(s), the cost of the test will be billed directly to the employing contractor. Following the drug screen and prior to returning to the project site, contractors are required to provide a notarized letter and/or documentation providing proof that the employee has "passed" a drug screen, per the limits noted in this requirement.

The screening that this Policy requires will not apply to:

- A. Employees and entities involved in deliveries to and from the Project Site who or which are not under direct contract or subcontract to the County.
- B. Vendors and employees of vendors engaged on the Project Site in equipment, testing, inspection, training, warranty work, or engaged in corrections of defective or non-conforming work, subject to review or required by the County.

- C. Employees engaged in ancillary work on the Project, which is performed by third parties, such as electric utilities, gas utilities, communication companies, and railroads, or any other work not constituted Project Work.
- D. Employees of any governmental authority (state, local or otherwise) or employees of any contractor of such governmental authority.
- E. Employees and contractors engaged by the Owner, or of lenders engaged in work on the Project Site as part of the lenders' due diligence or monitoring, which work is ancillary to Project work.

However, any employee or worker in any of the above categories who is determined or reasonably suspected to have alcohol or unauthorized controlled substances in his or her possession or system will be removed from the Project Site and denied future access to the Project Site.

CONTROLLED SUBSTANCES

For purposes of this requirement, "controlled substances" includes drugs such as cocaine, marijuana/THC, opiates including heroin, hydrocodone, oxycodone, codeine, morphine, and methadone, phencyclidine (PCP), amphetamines, barbiturates, benzodiazepines, and any over-the-counter drugs, medications, health supplements or designer and synthetic drugs, including medication prescribed by a duly licensed health care provider, which may alter or affect an individual's motor functions or mental capacity.

A. Employees and entities involved in deliveries to and from the Project Site who or which are not under the direct supervision of the CMA.

B. Vendors and employees of vendors engaged on the Project Site in equipment, testing, inspection, training, warranty work, or engaged in corrections of defective work, or non

TESTING PROCEDURES

Testing procedures, including the substances to be tested, split, urine or blood, specimen collection, chain of custody and threshold and confirmatory test levels. Controlled substance tests shall be conducted only by laboratories licensed and approved by the Substance Abuse and Mental Health Services Administration ("SAMHSA") formerly known as the National Institute of Drug Abuse (NIDA) which comply with the American Occupational Medical Association (AOMA) ethical standards. Any alcohol testing will be conducted in a manner consistent with Pennsylvania law. Controlled substance tests shall not be conducted for over-the-counter drugs, medications and health supplements.

Applicable Cut-Off Levels for Controlled Substance Testing:

The following cut-off levels shall apply to all controlled substance tests under this Policy

<u>Drug Name</u>	<u>Initial Cut-off Level (ng/ml)</u>	<u>Confirmation Cut-Off Level (mg/ml)</u>
Marijuana / THC	50	15
Cocaine Metabolites	150	100
Opiate Metabolites	2,000	2,000
Phencyclidine (PCP)	25	25
Amphetamines	500	250
Barbiturates (BZO)	200	200
Benzodiazepines	200	200
Alcohol	0.00	0.02

Applicable Cut-Off Levels for Alcohol Testing:

An applicant or employee will be considered to be using or under the influence of alcohol if his or her blood alcohol concentration is .04 or greater, determined by a confirmation test using an evidential breath testing device. An applicant or employee who is found to have a blood alcohol concentration of .02 or greater but less than .04 will be removed from the Project site until the start of his/her next regular workday. The County or CM will not be held responsible for payment of any lost hours or any type of schedule of time delay. Specimens may be collected at the Project Site office, or other SAMHSA certified lab. When an applicant or employee is referred to an off-site specimen collection location, he or she will be escorted to and from the off-site collection location by a supervisor or manager.

CONSENT FORMS

The applicant or employee must execute a written consent, in the form attached, to submit to the test and for the testing laboratory to release the report of test results (positive or negative) to the CM, the MRO and the applicant or employee's employer. Failure to sign the appropriate release form or to comply with testing procedures otherwise will result in the employee's or applicant being barred from the Project. Signing the consent form shall not waive any individual rights available under federal or state law.

FIREARMS, WEAPONS, AND EXPLOSIVES PROHIBITED

The unauthorized possession or use of firearms, weapons, ammunition, explosives or incendiary materials on or near the Project Site is prohibited. Any applicant or employee who violates this prohibition will not be permitted to work on the Project and is subject to disciplinary action up to and including permanent removal or debarment from the Project Site

SMOKING POLICY

Montgomery County, by Ordinance, there is No Smoking on any County Property. Anyone found to be smoking on County property will be removed from the project site. The contractor employing anyone found smoking will have a One Thousand Dollar (\$1,000.00) fine levied against them, and each successive incident that occurs under that contractor will double the fine.

This fine must be paid by the company to check payable to Montgomery County and delivered within ten (10) days of the incident. Persistent violations may lead to termination of the contract by the owner for cause.

EXHIBIT C

Montgomery County Norristown Public Library

ASSET MANAGEMENT INFORMATION STRATEGY
[see attached]

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

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EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

1. Definitions

Managed Asset: Any fixture, furnishing, equipment, or similar element to the facility installed as part of the project contained in one of the functional areas and systems defined as “in-scope” for the asset management information strategy, requiring routine maintenance, containing information required by a facilities engineer to conduct work order maintenance, and is not a consumable replaced on a regular schedule.

Asset Type: Functional grouping for assets that share a common set of attributes (e.g. pump, boiler, carpet)

Asset Data: Set of attributes that defines the functional, geographical, physical, and other characteristics important to a facilities engineer in referencing and performing Preventive or work order maintenance on a managed asset.

Asset Management Data Integrator: Representative of Developer (Skanska) who is the primary point of contact for providing instruction on requirements, processes, and procedures for Contractors to fulfil contractual obligations under the Asset Management Information Strategy. The Integrator will receive and give notice of approval, rejection, or required revisions to all asset management data submittals required as part of the Strategy.

Data Drop Phase: Time frame in the project typically aligned to design, procurement, installation, or commissioning activities in which specific sets of asset data are submitted by a Contractor to the Asset Management Data Integrator for acceptance and incorporation into the overall asset management database.

2. Project Contacts

Role	Name	E-mail	Phone Number
Asset Data Integrator	Lisa Neal	Lisa.Neal@skanska.com	646-531-7810
Program Manager	Michael Stewart	Michael.Stewart@skanska.com	215-532-8587

3. Introduction

- 3.a. Owner has the goal to achieve day one operational readiness, using a computerized maintenance management system (CMMS) for work order, preventive maintenance, space management, capital management, and other related functions. As defined in Contract Documents, the following primary functional areas of the **Montgomery County Norristown Public Library** building are included **in full** in the asset management scope, and are defined spatially (3.a. – G Series) and categorically (3.a. – S Series) as follows:

- G1) Ground
- G2) Level 1
- G3) Level 2
- G4) Roof / Metal Deck

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

With assets aligned to those functional areas organized under the following categories:

- S1) Mechanical HVAC Systems
- S2) Electrical; Substation Equipment and Controls
- S3) Building Management/Building Automation Systems
- S4) Low Voltage; Telecom; Audio Visual Equipment
- S5) Plumbing Systems and Fixtures
- S6) Underground and Above Ground Tank Systems
- S7) Fire Protection; Fire Alarm Systems
- S8) Security Access Control Systems
- S9) Conveying Systems
- S10) Architectural Finishes; Flooring; Ceiling Systems; Doors, Frames, Hardware
- S11) Exterior Assets; Building Envelope, Roofing Membranes, Outdoor Lighting, Rainwater Collection

3.b. In furtherance of the goal of day one operational readiness, the Developer aims to collect managed asset data in a structured format from the network of Contractors furnishing and installing said managed assets through their contractual relationship with Contractor.

4. Asset Data Collection and Timing of Deliverables

4.a. The scope of this document is to define information deliverable requirements specific to the **Procurement** and **Installation** phases.

4.b. Developer defines an in-scope managed asset that falls within the governance of the Asset Management Information Strategy, referred to as Managed Asset, as any installed item that physically resides within the aforementioned systems and functional areas that:

- 4.b.i Requires routine maintenance or has a preventive maintenance schedule
- 4.b.ii Has attributes a facility manager would need to reference in performing work order maintenance
- 4.b.iii Is not consumable or otherwise replaced on a predetermined schedule

4.c. In each system S1 through S12 of each functional area G1 through G8, each unique managed asset will be categorized into a general functional grouping, referred to as Asset Type. Every unique asset will require one or more sets of attributes or meta-data, referred to as Asset Data, related to their asset type grouping. **Appendix A: Asset Type List**, of this document, provides a matrix of the asset types that reside in each project specification section and the attribute sets required by the Contractor responsible for those specification sections at the various data drops described in **Table 4.1: Asset Data Drop Phases**.

4.d. All relevant asset attributes will be obtained iteratively during the phased data drops summarized in Table 4.1.

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

Table 4.1: Asset Data Drop Phases

Phase	Information Required	Deliverable and Specification/Exhibit Reference(s)
1 - Design	Spatial Elements (Floor, Area, Space, Room, etc.), Asset Type list	Design documents and BIM models (Design Team and Contractor coordination models)
2 - Procurement	Procurement Asset Data (Core and Type-Specific Attributes)	Installing Contractor* provides asset data through Procurement Asset Data Submittals
3 - Installation	As-Installed Asset Data	Installing Contractor provides asset data through Commissioning checklists and As-Installed Asset Data Submittal
4 - Close Out	As-Built Verification of Procurement and As-Installed Asset Data	Final sign-off and completion or revision of any outlier requests prior to close-out (if required)

**Installing Contractors in the case of direct procurement packages shall coordinate with Asset Management Data Integrator to define if full or partial responsibility exists for their firm in fulfilling phase 2 requirements for the Procurement Asset Data submittal.*

4.e. Representative examples of what Developer defines as managed assets are described in Table 4.2. Table 4.2 **is not** all encompassing, but rather meant to serve as a reference to expand on the definition.

Table 4.2: Example Asset Types

Functional Area G1	Functional Area G2	Functional Area G3
Exhaust Fans Circulating Fans Fan Power Boxes Condensing Units Electric Unit Heaters Split System A/C Units Panelboards	Computer Room A/C Units Fan Coil Units Condenser Water Pumps Chilled Water Pumps Hot Water Pumps Chillers Boilers Supply Fans Gas Water Heater	Overhead Rolling Doors Fan Coil Units Fan Power Boxes Exhaust Fans Panelboards Plumbing Fixtures (Typical)

5. Contractor Expectations

5.a. Contractors with managed assets in their work packages are required to provide asset data as it relates to the performance, properties, and characteristics of managed assets to satisfy their contractual obligations for the respective work package. Contractors with responsibility to furnish or install managed assets falling within the governance of the Asset Management Information Strategy, as defined in this document, shall perform the following tasks:

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

- 5.a.i Incorporate cost to furnish asset data as described by this exhibit into their bid. Bidder may be asked to break out this cost in their bid sheet.
- 5.a.ii Provide contact information at the time of bid for the representative of their firm with whom the Asset Management Data Integrator will coordinate asset data expectations and deliverables upon Subcontract award.
- 5.a.iii Coordinate all required activities to submit asset data through the designated Asset Management Data Integrator.
- 5.a.iv Attend through conference call, web meeting, or in-person meeting, a post-award briefing with the Asset Management Data Integrator to review Contractor expectations for completion and submission of required asset data.
- 5.a.v Designated Contractor representative(s) will attend monthly or as needed check-ins with Project Manager and/or Asset Management Data Integrator, wherein they will provide progress updates and present questions or clarifications to the Developer.
- 5.a.vi Use the Developer-provided spreadsheet template or similar electronic form to capture required asset data, completely and accurately.
- 5.a.vii Follow any direction given by Asset Management Data Integrator to provide completed asset data with regard to specific units, format, nomenclature, or other data or naming standards as required.
- 5.a.viii Use the submittals systems and procedures as prescribed in specification Section 013300 Submittal Procedures and confirmed by the Asset Management Data Integrator in the post-award briefing.

5.b. In addition to these required tasks, Contractors may also expect that:

- 5.b.i Developer will provide Contractors documentation, instructions, and on-call help to assist in completing asset data forms through the Asset Management Data Integrator or other designated representatives of Developer.
- 5.b.ii Developer does not expect that any one asset will require in excess of 40 attributes and considers 20 minutes per managed asset a reasonable estimate of time to complete asset data requirements.

5.c. Representative asset data required for each managed asset is summarized in **Tables 5.1, 5.2, and 5.3**. Appendices to this exhibit will contain comprehensive asset attributes lists required for each asset type and each phase.

5.d. Most Assets are required to be itemized; however, certain Asset Data can be commoditized or grouped. Grouped Assets are designated with an asterisk * in Appendix A: Asset Type List. Their corresponding quantities shall be listed as an Attribute, per Appendix C: Procurement Asset Data – Type-Specific Attributes and Appendix D: As-Installed Asset Data.

5.e. Developer will provide Asset Type specific template forms to each Contractor for the purpose of submission of required asset data.

Table 5.1: Representative Procurement Asset Data – Core Attributes

Description
Classification ID
Purchase Price
Replacement Cost

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

Warranty Expiration Date
Make
Model
Preventive Maintenance Frequency
Preventive Maintenance Frequency Unit
Useful Life
System

5.f. Representative table of additional asset type-specific attributes required at the procurement asset data drop are shown in Table 5.2. Type-specific attribute fields will be incorporated into the same electronic form as the core attribute fields.

Table 5.2: Representative Procurement Asset Data - Type-Specific Attributes
Hydraulic Elevator example shown

Lbs Capacity
Speed/Traction
Electrical Panel Circuit
Cab Lighting Circuit
Other Circuit
Operating Pressure
Motor HP Rating
Current
Voltage
Frequency
Bill of Materials
Door Configuration

5.g. Representative table of additional attributes required at time of installation and captured in conjunction with commissioning checklist data are shown in Table 5.3.

Table 5.3: Representative As-Installed Asset Data

Installing Contractor
Serial Number
Installed Date
Installed By
Warranty Start Date
Warranty Duration

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

Appendix A: Asset Type List

Specification Book Name and Version Number (* Indicates Grouped Assets)

Specification Section	Asset Type Name	As-Designed Asset Data Set Required	Procurement Asset Data Required	As-Installed Asset Data Set Required	Required Professional Video recording of training
23 – Mechanical					
	DX/Gas Rooftop Units	No	Yes	Yes	Yes
	Exhaust Fans	No	Yes	Yes	Yes
	VAVs	No	Yes	Yes	Yes
	Heat Pumps	No	Yes	Yes	Yes
	Energy Recovery	No	Yes	Yes	Yes
	Electric Unit Heaters	No	Yes	Yes	Yes
	Louvers	No	Yes	Yes	No
	Registers	No	Yes	Yes	No
	Diffusers/Grilles	No	Yes	Yes	No
26 – Electrical					
	Distribution Panels	No	Yes	Yes	Yes
	Switchboards	No	Yes	Yes	Yes
	Panelboards	No	Yes	Yes	Yes
	Lighting	No	Yes	Yes	Yes
	Lighting Controllers	No	Yes	Yes	Yes
27 – Telecom					
	Call Stations	No	Yes	Yes	Yes
	Intercoms	No	Yes	Yes	Yes
	WAOs	No	Yes	Yes	Yes
	Wall-Mounted Telephones	No	Yes	Yes	Yes
27 – Audio Visual					
	N/A				
22 – Plumbing					
	*Water Closets	No	Yes	Yes	No
	*Lavatories	No	Yes	Yes	No
	*Sinks	No	Yes	Yes	No
	*Mop Receptor	No	Yes	Yes	No
	*Urinals	No	Yes	Yes	No
	*Showers	No	Yes	Yes	No
	Pumps	No	Yes	Yes	Yes
	Drains	No	Yes	Yes	Yes
	Valves	No	Yes	Yes	Yes

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

	Wall Hydrants	No	Yes	Yes	Yes
	Water Heaters	No	Yes	Yes	Yes
	Electric Water Coolers	No	Yes	Yes	Yes
21 – Fire Protection					
	*Smoke Detectors	No	Yes	Yes	No
	*Fire Extinguishers	No	Yes	Yes	No
21 – Fire Alarms					
	*Fire Alarms	No	Yes	Yes	No
	*Fire Alarm Controls	No	Yes	Yes	Yes
28 – Security					
	*Elevator Control Readers	No	Yes	Yes	Yes
	Control Panels	No	Yes	Yes	Yes
	Alarm Panels	No	Yes	Yes	Yes
	*Card Readers	No	Yes	Yes	No
	*Wall-Mounted Call Boxes	No	Yes	Yes	Yes
	*Detention Intercoms	No	Yes	Yes	Yes
	*Fire Relays	No	Yes	Yes	No
	*Alarm Keypads	No	Yes	Yes	Yes
	*Motion Detectors	No	Yes	Yes	No
	*Video Surveillance Cameras	No	Yes	Yes	No
	*Network Video Recorders	No	Yes	Yes	No
	*Network Switches	No	Yes	Yes	No
	*Strobes	No	Yes	Yes	No
	*Electric Transfer Hinges	No	Yes	Yes	No
	*Building Video Intercoms	No	Yes	Yes	No
	*Wave Transmitter/Repeater	No	Yes	Yes	No
14 – Conveying Systems					
	Elevators	No	Yes	Yes	Yes
13 – Special Construction					
	-				
12 – Furnishings					
	*Window Shades	No	Yes	Yes	No
	*Window Films	No	Yes	Yes	No
	*Operable Partitions	No	Yes	Yes	No
10 – Specialties					

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

	-				
09 – Finishes					
	*Wall Bases	No	Yes	Yes	No
	*Acoustical Ceiling Tiles	No	Yes	Yes	No
	*Ceramic Wall Tiles	No	Yes	Yes	No
	*Carpet Tiles	No	Yes	Yes	No
	*Resilient Flooring Tiles	No	Yes	Yes	No
	*Resinous Flooring Tiles	No	Yes	Yes	No
	*Plastic Laminate Countertops	No	Yes	Yes	No
	*Plastic Laminate Cabinets	No	Yes	Yes	No
	*Painting and Coatings	No	Yes	Yes	No
08 – Openings					
	Access Doors and Panels	No	Yes	Yes	No
	Fire Shutters	No	Yes	Yes	No
	*Hollow Metal Doors/F/H	No	Yes	Yes	No
	*Steel Doors/F/H	No	Yes	Yes	No
	*Aluminum Doors/F/H	No	Yes	Yes	No
	*Alu/Glass Doors/F/H	No	Yes	Yes	No
	*Glass Doors/F/H	No	Yes	Yes	No
	*Wooden Doors/F/H	No	Yes	Yes	No
07 – Thermal & Moisture Protection					
	*Air Barriers	No	Yes	Yes	No
	*Roofing Membranes	No	Yes	Yes	No

Appendix B: Procurement Asset Data – Core Attributes

Classification ID
Asset Tag *Unique ID
Description
Type
Category/Group
Building Number
Floor Number
Room Number
Purchase Date
Purchase Price
Replacement Cost
Warranty Expiration Date

EXHIBIT C

[Subcontract Number][Effective Date][Subcontractor Name][Skanska Entity][Scope Of Work][Project Name][Project Address]

Make
Model
Useful Life
System
Preventive Maintenance Frequency
Preventive Maintenance Checklist(s) (itemized)
Training/Instructions (itemized)

Appendix C: Procurement Asset Data – Type-Specific Attributes

Unit
Area Served
Fed From
Capacity
Size
Drive
HP
Volts
Amps
Hz
BTU
Pressure
Gallons
*Quantity (for Grouped Assets)

Appendix D: As-Installed Asset Data

Location Tag *Unique ID
Building Name/Number
Floor Number
Room Name/Number
Serial Number
Installed Date
Installing Contractor
Installed By (point of contact)
Warranty Start Date
Warranty Duration
*Quantity (for Grouped Assets)
Attic Stock/Spare Parts (itemized)

**County of Montgomery
Owner Controlled Insurance Program**

**Montgomery County Capital Projects - OCIP 2
Norristown, PA**

**Contractors Insurance
Procedures Manual**

05/08/2026



**This OCIP Manual is incorporated as a Contract Document*

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Introduction

Welcome to the County of Montgomery Owner Controlled Insurance Program (OCIP).

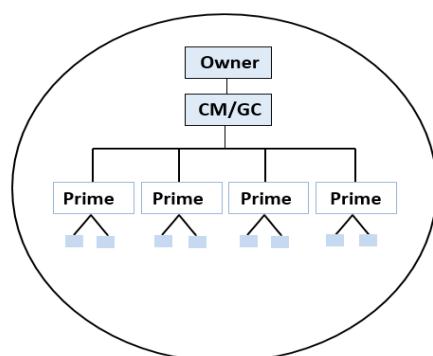
You should notify your insurer(s) to endorse your coverage to be excess and contingent over the OCIP coverage provided under this Program for on-site activities and the related costs. **Each Eligible bidder is required to bid without the cost of OCIP-provided insurance in its bid price for the proposed scope of work, including subcontracted or sub-subcontracted work, whether or not the subcontractor or sub-subcontractor is identified at the time of the bid, as these coverages are provided by the OCIP** (see Section 4 OCIP Insurance Coverage for OCIP-provided coverages). County of Montgomery may modify this bidding and insurance cost identification as necessary based on the specific project requirements.

NOTE:

Insurance coverages and limits provided under the OCIP are limited in scope and are effective the date of your enrollment into the OCIP confirmed by the OCIP Administrator. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

Preface

County of Montgomery (the “**OCIP Sponsor**”) is providing an Owner Controlled Insurance Program (“**OCIP**”) for Work performed for the Montgomery County Capital Projects - OCIP 2 in Norristown, PA hereinafter referred to (“**Designated Project Site(s)**”). Section 4 OCIP Provided Insurance outlines the OCIP-provided coverages for (“**Enrolled Parties**”), including without limitation the Prime Contractor, Subcontractors and Sub-subcontractors of all tiers, except for (“**Excluded Parties**”) (as defined in Project Definitions).



- See Section 4 OCIP Provided Insurance for the OCIP-provided coverages

OCIP coverage will be provided for each Eligible Party of every tier approved by the OCIP Sponsor after the Eligible Party has enrolled into the OCIP. Alliant Insurance Services, Inc. (the “**OCIP Administrator**”) will be administering the OCIP on the behalf of the OCIP Sponsor. Confirmation of enrollment will be evidenced to the Enrolled Party by a Certificate of Insurance. *Coverage is not automatic*

About This Manual

What This Manual Does

This Manual:

- Generally describes the structure of the OCIP
- Identifies responsibilities of the various parties involved in the Designated Project
- Provides a *basic* description of OCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP

What this Manual Does NOT Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages and exclusions
- Provide answers to specific claims questions

Refer questions concerning the OCIP, its administration or coverages to the OCIP Administrator identified in the Project Directory, in Section 2.

DISCLAIMER:

The information in this manual is intended to outline the OCIP. In the event any provision of this Manual and/or the Contract Documents conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

Project Directory

OCIP ADMINISTRATOR Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc. 101 Park Ave, 19th Floor New York, NY 10178	<i>Alliant should be contacted for any and all OCIP enquiries and where applicable, Alliant will field to the appropriate parties.</i>
Program Administrator	<i>Assists Contractors and Subcontractors with Document Submission, COI Review, Enrollment into the OCIP, etc. - primary point of contact for Contractors and Subcontractors for all matters related to the OCIP.</i>	Esi Valbona 646-878-2114 Esi.valbona@alliant.com
Program Manager	<i>Coordinates delivery of all OCIP administration services and can assist Contractors and Subcontractors when Program Administrator not available.</i>	Kareem Anderson 212-895-0299 Kareem.Anderson@alliant.com
Program Executive	<i>Responsible for coordination of all Alliant activities for Sponsor OCIP.</i>	Ben Faust 212-895-2912 bfaust@alliant.com
Claims Advocate - Lead	<i>Assists Contractors and Subcontractors with questions regarding on-site incidents that the Subcontractor has already reported to County of Montgomery</i>	Emmet MacMichael 212-895-2926 Emmet.MacMichael@alliant.com

PRIMARY OCIP CARRIER	Zurich North America 1299 Zurich Way Schaumburg, IL 60196	
Sr. HSE Consultant	<i>Supports County of Montgomery regarding on-site safety and best practices – County of Montgomery should always be the Contractors and Subcontractors first point of contact for all safety matters.</i>	Anthony LaPiana anthony.lapiana@zurichna.com (m): 412-841-9309
Client Services Leader	<i>Assists Contractors and Subcontractors with questions regarding on-site incidents that the Contractor or Subcontractor has already reported to County of Montgomery</i>	Ron Tanelli Ron.tanelli@zurichna.com (m): 973-394-5242

PROJECT TEAM	County of Montgomery Norristown, PA 19404	
Project Manager	TBD	
	TBD	
	TBD	

Project Definitions

The following list includes key OCIP definitions:

TERM	DEFINITION
OCIP	A "OCIP" or Owner Controlled Insurance Program is a coordinated insurance program providing certain coverages, as defined herein, for County of Montgomery and Enrolled Parties performing Work at the Project Site
OCIP ADMINISTRATOR	Alliant Insurance Services, Inc.
OCIP INSURER	The insurance company (ies) named on a policy or Certificate of Insurance providing coverage for the OCIP.
OCIP SPONSOR	County of Montgomery
CERTIFICATE OF INSURANCE	A document providing evidence of existing coverage for a particular insurance policy or policies.
ELIGIBLE PARTIES / ELIGIBLE PRIME CONTRACTOR, SUBCONTRACTORS AND SUB- SUBCONTRACTORS	Parties performing labor or services at the Project Site(s) who are eligible to enroll in the OCIP unless an Excluded Party.
ENROLLED PARTIES / ENROLLED PRIME CONTRACTOR, SUBCONTRACTORS AND SUB- SUBCONTRACTORS	Those Eligible Prime Contractors, Subcontractors and Sub-subcontractors of all tiers who have submitted all necessary enrollment information as detailed in Section 6 and have been accepted into the OCIP as evidenced by a Welcome Letter and Certificate of Insurance from the OCIP Administrator.
EXCLUDED PARTIES / EXCLUDED PRIME CONTRACTOR, SUBCONTRACTOR AND SUB- SUBCONTRACTORS	At the discretion of County of Montgomery, or subject to State regulations, the following parties will be excluded: 1) Hazardous materials remediation, removal and/or transport companies and their consultants; 2) Any Prime Contractor or Subcontractor of any tier performing Structural Demolition; 3) Professional Services Providers such as Surveyors, Architects, Engineers and Soil Testing Engineers, and their consultants; 4) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site; 5) Contractor, Subcontractor, and/or any of their respective Sub-subcontractors, who do not perform any actual labor on the Project Site; 6) County of Montgomery may include or exclude any parties or entities not specifically identified in this manual at its sole discretion, even if otherwise eligible, or in-eligible.

PRIME CONTRACTOR/MULTI-PRIME CONTRACTOR	The General Construction Contractor, Plumbing Contractor, HVAC Contractor and Electrical Contractor, or any other Contractor designated as Prime by the Owner and/or Construction Manager.
PROJECT SITE / DESIGNATED PROJECT SITE	Any construction activities that are described or referenced in the contract documents as part of or incidental to the project. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)" and the sponsor agrees to provide coverage. Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled contractors or subcontractors at any tier perform work under their respective contracts.
PROFESSIONAL EMPLOYER ORGANIZATION (AKA "PEO"; EMPLOYEE LEASING COMPANY; OUTSOURCED EMPLOYEE MANAGEMENT COMPANY; EMPLOYEE LEASING FIRM)	A professional employer organization (PEO) is a firm that provides a service under which an employer can outsource employee management tasks, such as employee benefits, payroll and Workers Compensation, recruiting, risk/safety management, and training and development.
SUBCONTRACT	A written or oral agreement between the Contractor/Sponsor and the Prime Contractor, Subcontractor, or Sub-subcontractors of all tiers.
SUBCONTRACTOR / SUB-SUBCONTRACTOR	Includes only those persons, firms, joint venture entities, corporations, or other parties that enter into a Contract with the Prime Contractor, or its Subcontractors to perform Work at the Project Site.
PRIME CONTRACTOR, SUBCONTRACTOR and SUB-SUBCONTRACTORS INSURANCE COSTS	Prime Contractors, Subcontractors and Sub-subcontractors of all tiers' insurance costs that would be required if the OCIP Insurance coverages were not in place.
WELCOME LETTER	An individual letter issued by the OCIP Administrator to each Enrolled Party, which confirms acceptance/ enrollment of the party into the OCIP.
WORK	Operations, as fully described in the Contract, performed at the Designated Project Site(s).
WRAPX	Alliant's RMIS system that manages all information for the OCIP. Each Contractor or Subcontractor is required to complete their enrollment, report payrolls and monitor their lower-tier Sub-subcontractors via the WrapX Subcontractor Portal. Please contact the OCIP Administrator to obtain a secured, user id and password.

OCIP Insurance Coverage

The following descriptions are summaries only. It is not an insurance policy and no coverage is conferred on any party who possesses it or relies upon it. This manual is provided as an informational guide only. If any conflict arises between the contents of the manual and the insurance policies it is hereby noted that the terms and conditions contained in the actual policies issued will control.

Excluded Parties

Excluded Parties are not granted any insurance coverage under the OCIP. Excluded Parties must meet the insurance requirements set forth in Section 5 and provide evidence of coverage to County of Montgomery.

Evidence of Coverage

Each Enrolled Party will be issued an individual Workers Compensation policy provided by the OCIP Insurer. The OCIP Administrator will provide a Certificate of Insurance evidencing Workers Compensation, Employer's Liability, General Liability, and Excess Liability to each Enrolled Party, each of who will be added as an Additional Named Insured to the OCIP General Liability insurance policy. Copies of OCIP Insurance Policies are available to Enrolled Parties upon request.

Description of OCIP Coverages

The following descriptions on these pages provide a summary of coverages ONLY. Prime Contractors, Subcontractor and Sub-subcontractors of all tiers should refer to the policies for actual terms, conditions, exclusions and limitations.

County of Montgomery will furnish the following coverages for the benefit of all **Enrolled Parties** performing Work at the Project Site:

- Workers Compensation and Employer's Liability Insurance
- Commercial General Liability Insurance
- Excess Liability Insurance

NOTE:

The following descriptions are summaries only. It is not an insurance policy and no coverage is conferred on any party who possesses it or relies upon it. This manual is provided as an informational guide only. If any conflict arises between the contents of the manual and the insurance policies it is hereby noted that the terms and conditions contained in the actual policies issued will control.

Workers Compensation Insurance

Carrier: TBD

Coverage: Provides coverage for an employer's two key exposures arising out of injuries sustained by employees. Part One of the policy covers the employer's statutory liabilities under workers compensation laws, and Part Two of the policy covers liability arising out of employees' work-related injuries that do not fall under the workers compensation statute.

Workers Compensation Policy Limits: Statutory Benefits

Employer's Liability Policy Limits:

Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Policy Limit	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000

NOTE:

A separate Workers Compensation policy will be issued to each Enrolled Party.

- This policy does **NOT** cover off-site operations.

Commercial General Liability Insurance

Carrier: TBD

Coverage: Provides coverage against third party liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations, and advertising and personal injury (PI) liability.

Policy Limits:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit*	\$4,000,000
Personal and Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Damage to Premises Rented To You Limit	\$100,000
Medical Expense Limit (Any One Person)	\$10,000

NOTE:

A single GL policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds.

- This insurance will **NOT** provide coverage for products liability to any insured party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.
- This policy does **NOT** cover off-site operations of any Enrolled Party.
- All Aggregate Limits will reinstate annually except the Products/Completed Operations (see below).
- Products/Completed Operations Extension beyond final acceptance of the entire Project with a single non-reinstating aggregate limit through the applicable state statute of repose.
- **The policy contains exclusions.** Some of these exclusions are: Nuclear Energy Liability; Lead Liability, Asbestos, Damage to the Project, Aircraft, Auto Or Watercraft; Employment-Related Practices; Damage to Personal property in the care, custody or control of any insured, Pollution Liability and Contractors Professional Liability.

Excess Liability Insurance

Carrier(s): Various

Coverage: Provides follow form excess coverage over the Commercial General Liability and Employer’s Liability policies.

Total Policy Limits:

General Aggregate Limit	\$100,000,000
Products-Completed Operations Aggregate Limit	\$100,000,000
Each Occurrence Limit	\$100,000,000

NOTE:
Limits of Liability
Shared by All Enrolled
Parties

- Products & Completed Operations Extension through the applicable Statue of Repose
- Policies follow form of underlying Commercial General Liability and Employer’s Liability policy wording (provisions, coverages, exclusions, etc.).
- This insurance will **NOT** provide coverage for products liability to any insured party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.
- These policies do **NOT** cover off-site operations of any Enrolled Party.

PROPERTY OF CONTRACTORS AND SUBCONTRACTORS NOTE:

Prime Contractors, Subcontractors and Sub-Subcontractors are advised to arrange their own insurance for rented, owned, leased or borrowed equipment and materials not intended for inclusion in the Project. The OCIP will not cover any contractor or subcontractors’ property.

Contractor/Subcontractor Required Coverage

Prime Contractors, Subcontractors and Sub-subcontractors of all tiers are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the OCIP. All Certificates of Insurance must be submitted to the OCIP Administrator prior to Onsite Mobilization.

Standard Insurance Coverages: Unless higher limits or additional coverages are required by the Subcontract/Purchase Order or Owner Contract, Prime Contractor/Subcontractor/Seller shall secure and maintain from the earlier of commencement of work or the effective date of the Subcontract/Purchase Order the minimum insurance coverages and limits required by their Contract. These liabilities may arise from the Enrolled Contractor/Subcontractor's operations performed away from the Project Site, from coverages not provided by the OCIP, or from operations performed by Excluded Parties. The OCIP places Prime Contractors/Subcontractors into one of two main categories: *Enrolled Parties* or *Excluded Parties*.

Enrolled Parties are to provide evidence of Workers Compensation, Employer's Liability, General Liability, Excess Liability insurance for offsite activities, including Automobile Liability for onsite and offsite, and any other insurance as per the insurance specifications in the contract. See Section 3 for the definition of Enrolled Parties.

Excluded Parties must provide evidence of Workers Compensation, Employer's Liability, General Liability, Excess/Umbrella Liability, Automobile Liability, and any other insurance as per the insurance specifications in the Subcontract for all activities including both on-site and off-site. See Section 3 for the definition of Excluded Parties.

Verification of Required Coverages

Prior to commencing its performance and through the warranty period under Subcontract/Purchase Order, Prime Contractor/Subcontractor/Sub-Subcontractor/Seller shall provide the OCIP Sponsor and/or OCIP Administrator a current certificate of insurance evidencing the coverages required by their Contract (**a sample Certificate of Insurance is found in Section 8 of this manual**). Please note the requirements for thirty (30) days' notice of cancellation, waiver of subrogation, primary and non-contributory, or additional insured status.

Before permitting any Subcontractor/Sub-subcontractor/Sub-supplier to perform Scope under the Subcontract/Purchase Order, the Prime Contractor/Subcontractor/Seller shall require the Subcontractor/Sub-subcontractor/Sub-supplier to maintain insurance in like form and amounts to that required herein. Prime Contractor/Subcontractor/Seller shall be responsible to ensure that Subcontractor/Sub-Subcontractors/Sub-supplier maintains insurance in like form and amounts and shall provide evidence of same to OCIP Sponsor and/or OCIP Administrator if requested. County of Montgomery reserves the right to disapprove the use of any Prime Contractor, Subcontractor of any tier unable to meet the insurance requirements or who do not meet other County of Montgomery policy requirements.

The insurance coverages maintained by Prime Contractor/Subcontractor/Seller shall not limit any of Subcontractor's/Seller's indemnity obligations or other liabilities under the Subcontract/Purchase Order. Insurance coverages maintained by Subcontractor/Seller that exceed the minimum requirements in their Contract shall be applicable to the Subcontract/Purchase Order.

Proof of insurance is to be verified by inclusion of a Certificate of Insurance (**see attached sample certificate in Section 8**). Please refer to your Subcontract for any additionally required coverages specific to your scope of work. OCIP Sponsor and/or OCIP Administrator has the right to receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are not acceptable to the OCIP Sponsor and/or OCIP Administrator and Owner.

Certificate Holder:
County of Montgomery
c/o Alliant Insurance Services, Inc.
101 Park Avenue, 19th Floor
New York, NY 10178

Contractor/Subcontractor Maintained Coverages

Workers Compensation & Employer's Liability

Part One – Workers Compensation:

Statutory Limit

Part Two – Employer's Liability:

Annual Limits:

Bodily Injury by Accident, each Accident:	\$1,000,000
Bodily Injury by Disease, each employee:	\$1,000,000
Bodily Injury by Disease, policy limit:	\$1,000,000

- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on and off-site for Excluded Parties.

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All States Endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in the State of Washington, Wyoming, Ohio, North Dakota or the Commonwealth of Puerto Rico.
- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that state.
- Certificate must clearly identify that coverage applies in the State in which the Project is located.

Commercial General Liability

Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 Edition date 10/01 or prior ISO edition occurrence form or equivalent for hazards of:

- a) Construction Operation,
- b) Subcontractors and Independent Contractors,
- c) Products and Completed Operations applicable to the Additional Insured (with Completed Operations coverage to remain in force from the date of final completion of the Scope until the expiration of the statute of repose of the State in which the Project is located).

The insurance shall include:

- 1) Contractual Liability coverage sufficient to meet the requirements of the Subcontract/Purchase Order (including defense costs and attorney's fees assumed under contract, which shall be payable in addition to the limit of liability);
- 2) Personal Injury Liability (with the standard contractual and employee exclusions deleted);
- 3) Notice and Knowledge of Occurrence; and
- 4) No subsidence exclusion.

If marked as required in their Contract, Prime Contractor/Subcontractor's/Seller's CGL Insurance is required to provide the following coverages:

- Mold
- EIFS
- Operations (Performed within) 50' of railroad property
- Residential operations
- Pollution Coverage

Coverages will apply on-site and off-site

If the Prime Contractor/Subcontractor's/Seller's CGL insurance excludes any of the required coverages, a separate policy acceptable to the OCIP Sponsor must be obtained. For each insurance category, Prime Contractor/Subcontractor/Seller's CGL insurer and/or broker will evidence, through Policy endorsement, or provide written confirmation, that such coverage is intact, even if each respective insurance certificate lists that type of coverage and describes its liability limits. The insurance shall have the following minimum limits of liability, which shall be available to the Project:

	<u>Limits of Liability:</u>
Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate*:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000 (Per Project)

- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on-site and off-site for Excluded Parties.
- Policy shall not contain any exclusions that are not acceptable to Sponsor.
 - Excluded Parties must provide confirmation in writing from their broker that their General Liability policy does NOT contain a **Wrap-Up Exclusion** with verification of required coverage for the project.
 - If the Prime Contractor/Subcontractor's General Liability policy does have a wrap-up exclusion, a copy of the **Wrap-Up Exclusion** endorsement must be provided with verification of required coverage for the project.

Automobile Liability

Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Scope with limits of: \$1,000,000 combined single limit per accident for bodily injury and property damage. The policy must include coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Project, and Contractual Liability Coverage. If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile). If CGL 12/04 or later edition is provided, the CA 0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.

	<u>Limits of Liability:</u>
Combined Single Limit:	\$1,000,000

- Each Accident Bodily Injury and Property Damage
- Coverage will apply both on and off the Project Site.

Umbrella Liability

Prime Contractor, Construction Manager, General Contractor Requirements:

	<u>Limits of Liability:</u>
Each Occurrence Limit:	\$25,000,000
General Aggregate Limit:	\$25,000,000

Subcontractor Requirements:

	<u>Limits of Liability:</u>
Each Occurrence Limit:	\$5,000,000
General Aggregate Limit:	\$5,000,000

Additional Requirements:

- Coverage will apply excess over the General Liability, Automobile Liability and Employers' Liability coverages.
- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on-site and off-site for Excluded Parties.

All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers Liability must be included on the Umbrella Liability policy.

Higher limits may be required by OCIP Sponsor on a case by case basis, see your Subcontract for specific requirements.

Prime Contractor/Subcontractor/Seller's Umbrella Liability Policy shall evidence, through a policy endorsement that it will provide liability coverage in excess of all available underlying coverage before any primary or excess coverage held by any Additional Insured or Indemnified Party is utilized.

Leased Employee Liability

If Prime Contractor/Subcontractor/Seller leases one or more employees through the use of a payroll, employee management or other company, Prime Contractor/Subcontractor/Seller must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form. In addition, the workers compensation/employer's liability coverage provided **to and for the leased employees** by the payroll, employee management or other company must be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming Prime Contractor/Subcontractor/Seller as the alternate employer. The employer's liability must be scheduled under a \$5,000,000 umbrella (except in states where employer's liability is unlimited).

Riggers Liability

The Scope involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others and Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment. **If Rigging own Material and/or Supplies - No Riggers Required / If Rigging others Material and/or Supplies - Riggers Required.**

Property Insurance

Property Insurance coverage for tools and equipment owned, leased or used by the Prime Contractor/Subcontractor/Seller in the performance of the Scope. The Property Insurance shall extend to equipment, materials and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Scope and incorporated into the Project.

Watercraft & Aircraft Liability

The Scope involves the use of any owned, leased, chartered or hired aircraft or watercraft of any type and Aircraft Liability Insurance or Watercraft Liability Insurance, as applicable, is required in an amount of not less than \$10,000,000 per occurrence, including Passenger Liability for bodily injury and property damage. Higher limits may be required by OCIP Sponsor on a case by case basis, see your Contract for specific requirements.

Professional Liability

If your Scope involves professional services than Professional Liability Insurance is required covering liability for claims that arise from the errors, omissions or acts of the Prime Contractor/Subcontractor/Seller or any entity for which the Prime Contractor/Subcontractor/Seller is legally responsible, in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: “to pay on behalf of” and shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope. The coverage shall be maintained for a period of 3 years following final acceptance of the Project.

Minimum limits are:

- (1) Prime Contractor Design Professional: \$5,000,000 per claim/annual aggregate;
- (2) Subcontractor or Lower-Tier Subcontractor-Design Professional: \$2,000,000 per claim/annual aggregate.

A copy of the policy shall be provided to the OCIP Sponsor and/or OCIP Administrator upon request.

Coverages shall **not** include any exclusions or other limitations related to:

- scope of the services.
- delays in project completion and cost overruns.
- who can notify the carrier of a claim or potential claim.
- mold, fungus, asbestos, pollutants or other hazardous substances.

For the purposes of Professional Liability Insurance, the term “Prime Design Professional” means the architect/engineer providing architectural, engineering and/or other professional services under a contract directly with OCIP Sponsor, and the term “Sub-Design Professional” means any architect/engineer providing architectural, engineering and/or other professional services directly or indirectly to a Prime Design Professional in connection with the Project. A Prime Design Professional is also a Prime Contractor/Subcontractor/Supplier and a Sub-Design Professional is also a Sub-subcontractor/Sub-supplier.

Higher limits may be required by OCIP Sponsor on a case by case basis, see your Subcontract for specific contract requirements.

Pollution Liability

A Project Specific Contractors Pollution Liability Policy insuring the County, Construction Manager, General Contractors, Prime Contractors and Subcontractors of any tier, and any other person or organization as required by contract, will be provided with the outlined limits

	Limits of Liability:
Each Occurrence Limit:	\$10,000,000
General Aggregate Limit:	\$10,000,000

Mold Liability (*REMOVED; Refer to Pollution Liability*)

The OCIP does not provide coverage for the following:

- Builder's Risk
- Professional Liability
- Property and Equipment
- Mold
- Watercraft
- Aircraft
- Riggers Liability
- Automobile Liability
- Off-Site General Liability and Workers Compensation

Pollution Liability is a County provided, Non-OCIP coverage.

Refer to your contract for the Standard Insurance Requirements for this project. In the event of a conflict between this document and your contract, the higher requirement will prevail.

Note: Required Waivers and Additional Insured Wording

All insurance coverages maintained by Prime Contractor/Subcontractor/Seller shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Prime Contractor/Subcontractor/Seller further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Prime Contractor/Subcontractor's/Seller's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Prime Contractor/Subcontractor/Seller. If any of the Indemnified Parties and Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

All insurance required by your Subcontract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name Indemnified Parties as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Prime Contractor/Subcontractor of any tier. The General Liability Additional Insured Endorsement shall be on Form CG 2010 11/85, or CG 20 10 10/01 plus CG 20 37 10/01, or equivalent and shall include ongoing and completed operations.

Evidence, by endorsement or policy language, of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability.

Contractor Responsibilities

Throughout the course of the Project, Prime Contractors, Subcontractors and Sub-subcontractors of all tiers will be responsible for reporting and maintaining certain records as outlined in this section.

Prime Contractors, Subcontractors and Sub-subcontractors of all tiers are required to cooperate with County of Montgomery and its OCIP Administrator in all aspects of OCIP operation and administration. The responsibilities of all parties include, but are not limited to the following:

- Provide each lower-tier Subcontractor or Sub-subcontractor with a copy of the Insurance Manual and Project Safety Guidelines.
- Enroll in the OCIP within 5 days of contracting or no less than 30 days before mobilization and assure each lower-tier Subcontractor or Sub-subcontractor enrolls in the OCIP within 5 days of contracting or no less than 30 days before mobilization.
- Include OCIP provisions in all Subcontracts as appropriate.
- Provide timely evidence of required insurance to the OCIP Administrator.
- Notify the OCIP Administrator of all Subcontract Awards (first tier and subsequent tiers). Prime Contractor and Subcontractor shall require all lower-tier Sub-subcontractors to submit a separate Enrollment Form A prior to mobilization.
- Notify the OCIP Administrator of any Professional Employer Organizations (“PEO”) and require all lower-tier Subcontractors and Sub-subcontractors to provide the same notification. All PEOs *without exception* are required to be identified and enroll in the OCIP.
- Maintain and report monthly payroll records.
- Cooperate with the OCIP Administrator’s requests for information.
- Comply with all insurance, claim and safety procedures, including but not limited to, cooperation with the Insurance Carrier’s Risk Control Engineers safety issues and/or related recommendations.
- Notify the OCIP Administrator immediately of any insurance cancellation or non-renewal of your own or your Subcontractor or Sub-subcontractor’s required insurance.

Subcontractor Bids

County of Montgomery's OCIP provides insurance for all Enrolled Parties for work performed at the Project Site (See Section 4 OCIP Insurance Coverage for OCIP-provided coverages). The section below, "Identifying Insurance Costs," describes the procedures for bidding, and how Eligible Parties must remove the cost of OCIP-provided insurance for themselves and all tiers of Subcontractor or Sub-subcontractors, from the bid and all requests for payment for the Work.

Identifying Insurance Costs

Each Prime Contractor, Subcontractor and Sub-subcontractor of all tiers are required to **exclude** the cost of OCIP-provided insurance in its bid price for the proposed scope of Work (including Subcontracted Work whether or not the Subcontractors or Sub-subcontractors are identified at the time of the bid).

Change orders will be similarly priced for Enrolled Parties to **exclude** the cost of OCIP-provided insurance coverages. Contractors/Subcontractors are solely responsible for ensuring that their Subcontractors/Sub-subcontractors of all tiers also deduct the cost of OCIP provided insurance coverages from their bids and requests for payment.

Enrollment

Each Prime Contractor/Subcontractor shall provide details about its Subcontractors/Sub-subcontractors as necessary for OCIP enrollment. County of Montgomery will need all of the information requested on the **Enrollment Application** form (**Form A**) in **Section 8**. This form must be completed and submitted to the OCIP Administrator *prior* to mobilization to obtain coverage under the OCIP.

A separate Enrollment Application form (Form A) is required for each Eligible Contractor, Subcontractor and Sub-subcontractor of any tier that performs Work at the Project Site.

NOTE: Sub-subcontractors must be identified!

It is the responsibility of each Prime Contractor/Subcontractor to identify their lower-tier Subcontractors/Sub-subcontractors. The OCIP will not cover claims from unidentified Subcontractors/Sub-subcontractors. These claims will be referred to the appropriate policy of their employing Subcontractor.

The OCIP Administrator will issue to each Enrolled Party a Welcome Letter and OCIP Certificate of Insurance acknowledging acceptance of the applicant into County of Montgomery's OCIP.

PEOs

To ensure that coverage is in effect for all employees leased through a Professional Employer Organization (“PEO”) (aka “Employee Leasing Company”; “Outsourced Employee Management Company”) Prime Contractor, Subcontractors and Sub-Contractors of any tier that utilize a leasing company are **required** to provide the companies Name and Address at time of enrollment on the “Enrollment Application - Form A” as well as contact name, phone number and email address for the PEO contact. The PEO will be required to enroll into the OCIP prior to starting Work.

- If the PEO changes mid-term, Prime Contractor/Subcontractor is required notify the OCIP Administrator. The new PEO needs to be enrolled prior to leased employees working on-site; or
- If the contract with the PEO is terminated during the time period of enrollment in the OCIP, Prime Contractor/Subcontractor is required to notify the OCIP Administrator to determine what changes if any are required; or
- If you contract a PEO mid-enrollment, notify the OCIP Administrator immediately. The new PEO will need to be enrolled prior to leased employees working on-site.

NOTE: Enrollment of any party is not automatic!

*Enrollment into the OCIP is required, but not automatic. Eligible Prime Contractors/Subcontractors and all eligible lower-tier sub-subcontractors **MUST** complete the enrollment forms and participate in the enrollment process for OCIP coverage to apply. Access to the Project Site will not be permitted until enrollment is complete.*

Assignment of Return Premiums

County of Montgomery pays the cost of the OCIP insurance coverage. County of Montgomery will be the sole recipient of any return OCIP premiums or dividends. All Enrolled Parties will assign to County of Montgomery all adjustments, refunds, premium discounts, dividends, costs or any other monies due from the OCIP Insurer(s). Prime Contractors/Subcontractors will assure that each Enrolled Subcontractor/Sub-subcontractors have executed such an assignment. The **Enrollment Application** form (Form A) supplied in Section 8 will be used for this purpose.

Payroll Reports

Report Payroll and Work-Hours Monthly Online via the WrapX website – Enrolled Prime Contractor, Subcontractor and Enrolled Sub-subcontractors of all tiers must submit their monthly payroll online to the WrapX Contractor Portal (<http://alliantwrapx.alliantinsurance.com/ContractorPortal>) identifying the man-hours and payroll for all Work performed at the Project Site. You will receive an email notification of your username and password with instructions once you have been enrolled in the OCIP. Section 8 contains information on reporting payroll in WrapX. For those who have already been issued a WrapX username and password from another project will now be able to see this contract when they login to the WrapX website and a new username and password will not be issued.

Payroll must be reported through the duration of your Subcontract term by the 10th of each subsequent month via the WrapX website (<http://alliantwrapx.alliantinsurance.com/ContractorPortal>) until completion of the Work under that contract. This report shall classify the labor expended at each Project Site according to the Standard Workers Compensation Insurance Classification.

NOTE: The Monthly Payroll Report should include the “straight-time” payroll and the “straight-time” portion of any “overtime” payroll for all OCIP qualified employees, including on-site supervisors and on-site clerical personnel.

A monthly payroll report must be submitted for each month, including “zero (\$0) payroll” if applicable, until completion of the Work under each contract. For those Prime Contractors, Subcontractors and Sub-subcontractors of all tiers performing Work under multiple contracts, a separate on-site Payroll Report is required for each contract.

Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Contract. Such records will allocate the payroll by Workers Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the state manual rules. It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future experience modifiers for your firm. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurance carrier(s) or County of Montgomery’s representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

NOTE: Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.

Change Order Procedures

Prime Contractors, Subcontractors and Sub-subcontractors of all tiers will price Change Orders to **exclude** their Insurance Cost covered by County of Montgomery OCIP.

Closeout & Audit Procedures

Submit the **Notice of Work Completion** Online via the WrapX website (<http://alliantwrapx.alliantinsurance.com/ContractorPortal>) when a Prime Contractor/Subcontractor and Sub-subcontractors of all tiers have completed its Work at the Project Site and no longer have on-site workers. It is the Prime Contractor/Subcontractor’s responsibility to make sure their lower-tier Subcontractors/Sub-subcontractors have completed the Notice of Work Completion. The Notice of Work Completion notifies the Project Team and the OCIP Administrator that Work has been completed under each contract. The Notice of Work Completion will initiate the final payroll report and audit of payroll and man-hours by the OCIP Insurer.

County of Montgomery will not release final payment until all necessary forms have been submitted to the OCIP Administrator. Any outstanding obligations for which the Prime Contractor, Subcontractor or Sub-subcontractors of all tiers is responsible for will be considered at the time of closeout.

Claim Procedures & Penalties

This section describes basic procedures for reporting various types of Claims: Workers Compensation, Liability, and damage to the Project.

General Procedures

Prime Contractor/Subcontractor is required to immediately report all injuries, occupational-related illnesses and/or property damage to their upstream contractor and the Prime Contractor. The Prime Contractor will provide a written report of any incidents to the OCIP Insurance Carrier utilizing the First Notice of Incident Form within 24hrs.

Immediately call the Prime Contractor in the event of the following:

- Any injury for which an ambulance is called
- Injury to head or neck
- Possible injury to back or spinal cord
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Fatality
- Heart attack or stroke
- Hospitalization
- Property damage estimated over \$1,000
- Electrocution

Investigation Assistance

All Parties are required to assist in the investigation of any accident or occurrence involving injury to persons or property. All Parties will fully cooperate with the companies involved in adjusting any claim by securing and giving evidence (including but not limited to ladders, tools, documents, etc.) and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

When in doubt, refer all questions regarding the reporting of a claim to the OCIP Administrator's Claim Advocate Lead (Section 2 Project Directory).

Workers Compensation Claims

These procedures are to apply to ALL employees for this project. The main responsibility for any Party is first to see that the injured worker receives immediate medical care. This project has a designated medical facility to render treatment to workers injured on this project. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project Supervisor and the Prime Contractor. The Prime Contractor will provide written notice to the OCIP Insurance Carrier utilizing the First Notice of Incident Form.

The designated medical facilities are:

Non-Serious Injuries:

[Enter facility name]

[Facility Address]

[Facility Phone]

Serious Medical Emergencies:

[Enter facility name]

[Facility Address]

[Facility Phone]

Prime Contractors, Subcontractors and Sub-subcontractors of all tiers' on-site personnel will follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Contact designated first aid / medical personnel and transport the injured party to the on-site first aid or medical facility, as necessary.
2. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project Supervisor and the Prime Contractor. The Prime Contractor will provide written notice to the OCIP Insurance Carrier.
3. Employer must complete an *Accident Investigation Report* and return to the Prime Contractor within 24 hours of employee's notice of injury/claim. The Prime Contractor will submit the completed form to the Workers Compensation Insurance Carrier within 24 hours of receipt.
4. Prime Contractors, Subcontractors and Sub-subcontractors of all tiers will provide Modified Alternate Duty (Return to Work Program) based upon the work abilities given to the Injured Party from the treating physician.
5. Immediately send all subsequent medical return to work notes, inquiries or correspondence about an Injured Party to the OCIP Administrator's Claim Advocate Lead and/or the OCIP Insurance Carrier.
6. No Injured Party will be allowed on a job site unless they have provided the Prime Contractor with the proper return to work note, either full duty or modified duty.

General Liability Claims & Property Damage to Third Parties

Prime Contractors, Subcontractor and Sub-subcontractors of all tiers must immediately report all Accidents at the Project Site involving death, injury, or damage to property of nonemployee personnel (the public, tenants, and visitors) to their upstream contractor and the Prime Contractor. The Prime Contractor will provide written notice to the OCIP Insurance Carrier utilizing the First Notice of Incident Form. As soon as the onsite personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a *Accident Investigation Report* to the Prime Contractor 24 hours of the incident. The Prime Contractor will provide written notice to the OCIP Insurance Carrier utilizing the First Notice of Incident Form.
3. Immediately send all subsequent inquiries or correspondence about an insured loss or claim, including a summons or other legal documents, to the OCIP Administrator's Claim Advocate Lead.
4. Do not voluntarily admit liability.
5. Do cooperate with County of Montgomery or the OCIP Insurer representatives in the accident investigation.

Property Claims

Report any damages to your Work or the Work of any other Prime Contractor/Subcontractor to the Prime Contractor. The Prime Contract will provide written notice to the OCIP Insurance Carrier utilizing the First Notice of Incident Form.

Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project Site must be reported to the Prime Contractor. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Party shall cooperate in the investigation of all automobile accidents.

Pollution Claims

Separate from the OCIP, the County of Montgomery has purchased a Pollution Liability policy covering operations at the project site. Subcontractors are required to report any potential pollution incident to their upstream contractor and the Prime Contractor. The Prime Contractor will provide a written report of any incidents to the OCIP Claim Advocate Lead within 24hrs.

Loss Runs

An Enrolled Prime Contractor/Subcontractor/Sub-Subcontractor may obtain loss runs for their own on-site experience by requesting in writing on their company letterhead, directed to the OCIP Administrator's Claim Advocate Lead.

Assessments

At the discretion of The County of Montgomery, the following assessments that may be enforced to Prime Contractor or Subcontractor for their actions or the actions of their Subcontractors or Sub-subcontractors of any tier.

- Prime Contractor or Subcontractor of any tier may be assessed up to \$2,500 per occurrence for Subcontractor or Sub-subcontractors of all tiers not providing requested documents to The County of Montgomery, The OCIP Administrator Claim Advocate Lead, or OCIP Insurer.
- Prime Contractor or Subcontractor of any tier may be assessed up to \$5,000 per occurrence for any claims not reported within 24 hours of occurrence, reporting directly to the carrier, or workers comp board prior to reporting the incident to the County of Montgomery or the OCIP Administrator Claim Advocate Lead.
- In the event a Prime Contractor or Subcontractor of any tier does not accommodate modified or light duty to an injured worker who has been cleared to return to work in such capacity, the Prime Contractor or Subcontractor may be assessed \$5,000 per week until such accommodations are made.
- **All assessments are at the sole discretion of The County of Montgomery. The assessments are not subject to the claim procedures of any contract and self-liquidating**

OCIP Forms, Samples and WrapX Information

OCIP Forms

This section contains the forms needed for the OCIP.

- Alliant Enrollment Application (Form A): this can also be completed online via <http://alliantwrapx.alliantinsurance.com/ContractorPortal>
- WrapX Access and Payroll Reporting Instructions
- Sample Certificate of Insurance for Enrolled Parties - **Note:** Subcontract may contain additional requirements, please refer to your Subcontract for additional details.
- Sample Certificate of Insurance for Excluded Parties – **Note:** Subcontract may contain additional requirements, please refer to your Subcontract for additional details.

Note: For assistance in completing these forms, please contact the OCIP Administrator.

Bidding Checklist

- ☐ Did you remember to remove the cost of OCIP-provided coverages for yourself and Sub-subcontractors of any tier (See Section 4 OCIP Insurance Coverages for OCIP-provided Coverages) from your bid?
- ☐ Did you notify your insurance agent that you are a participant in County of Montgomery's OCIP program?
- ☐ Did you attach a copy of your current Certificate of Insurance that matches the sample provided or the additional requirements in your Subcontract?
- ☐ Do you have Subcontractors/Sub-subcontractors or utilize a PEO? See Section 6, if Subcontractor or Sub-subcontractor of any tier utilizes a PEO
- ☐ Notify the OCIP Administrator as soon as the Subcontractor/Sub-subcontractor is identified PRIOR to the Subcontractor/Sub-subcontractor starting Work on site.
- ☐ Provide a copy of the OCIP manual and Subcontract language to all Subcontractors/Sub-subcontractors, and require that they do the same for any of their Subcontractors/Sub-subcontractors of all tiers. Provide a copy of the OCIP manual and contract language to the PEO.

If you or your insurance agents have any questions regarding the Sponsor OCIP, please contact OCIP Administrator:

Program Administrator	Esi Valbona
Phone:	646-878-2114
E-mail Address:	Esi.valbona@alliant.com

Montgomery County Capital Projects - OCIP 2

FORM A - ENROLLMENT FORM

Section I - Contract Information

Company Name:	Address:
Phone:	Fax:
Contact:	Email:
Federal ID#:	EMR:
Is your Subcontract/bid: ☐ Lump Sum ☐ Time & Materials ☐ Unit Pricing ☐ Other	
Work Description:	
Estimated Start Date:	Estimated Completion Date:
Who are you contracted with?	What is your Subcontract Value?
Are you subcontracting out any work? ☐ Yes* ☐ No	

Section II

Your Workers' Comp Carrier:
Workers Comp Policy# & Effective Dates:
Rating Board File # & Rating Date:
Your General Liability Carrier:
Your Automobile Liability Carrier:
Your Excess Liability Carrier:

Section III

WC Trade Classification	WC Class Code	Estimated Work Hours	Estimated Payroll

Note: All your lower-tier Subcontractors/Sub-subcontractors MUST complete form A in order for them to commence work on site. ENROLLMENT IS NOT AUTOMATIC.

Signature: _____ Date: _____

Print: _____ Title: _____

How to Access the WrapX Contractor Portal

An account will be created for all users upon submittal of Notice of Award (NOA). If you are already registered, log in and proceed to Completing Enrollment. Open the Alliant WrapX Contractor Portal URL in a web browser: <https://alliantwrapx.alliant.com/ContractorPortal>

The Alliant WrapX Contractor Portal login screen will be displayed.

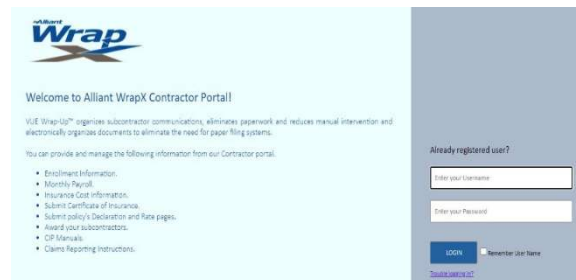
How to Log In

Once at the WrapX home page:

- Contact the Alliant CIP Administrator to obtain a **Username**
- Enter your unique **Username** and enter your **Password**
- Click on the **“LOGIN”** button to gain access to the secure WrapX Contractor Portal

Please note that the first time you log on you will be requested to change your password.

If you forgot your password or ID, click on “Trouble logging in?” and follow the instructions.



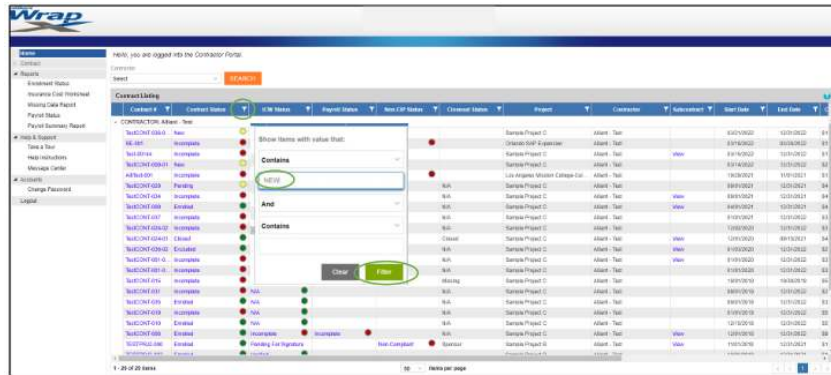
Forgot Username or Reset Password Screen

If you forgot your username or password, click on **“Trouble logging in?”** and follow system prompts.

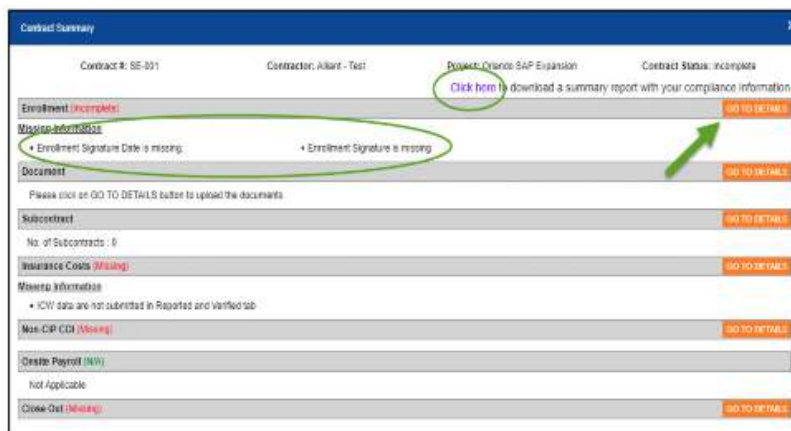
Once all required information has been submitted (ex: email address and/or username), temporary credentials will be directly sent to contractor. If a temporary password is not received within a few minutes, please check your spam folder, or reach out to Alliant CIP Administrator.

Completing CCIP Enrollment

- To find your newly added contract(s), filter your contracts by “New”
- Contracts that are in the process for enrollment will show a status of “Incomplete” or “Pending”



- Click on the Contract Number of the contract you need to update to begin the process. The enrollment wizard will start on the Review Page
- Choose “Go To Details” to begin updating the contract



- After clicking “Go To Details” you will be directed to the enrollment process. Any sections with missing data are notated with a red X as show below
- Click “Edit” in the section where the additional data is needed



Notice of Award – Notification of Subcontractor to Alliant

- Notice of Award is required for any subcontractor whether the contractor is Enrolled or Excluded
- After logging in the system, find your contract and click on the contract number
- Find the Subcontractor Section and click “Go to Details”
- Contracts that are in process for enrollment will show a status of “Incomplete” or “Pending”

TestCONT-029	Pending	Yellow	N/A
TestCONT-034	Incomplete	Red	Pending
TestCONT-009	Enrolled	Green	Incomplete
TestCONT-037	Incomplete	Red	N/A
TestCONT-024-02	Incomplete	Red	Incomplete
TestCONT-024-01	Closed	Green	Incomplete

Contract #: TestCONT-009 Contractor: Alliant - Test Project: Sample Project C Contract Status: Enrolled

[Click here to download a summary report with your compliance information.](#)

Enrollment (Enrolled) [GO TO DETAILS](#)

All Information Submitted

Document [GO TO DETAILS](#)

Please click on GO TO DETAILS button to upload the documents.

Subcontract [GO TO DETAILS](#)

No. of Subcontracts : 1

Insurance Costs (Incomplete) [GO TO DETAILS](#)

Missing Information

- Click [Add Subcontract](#) to add a new Subcontractor.

Address: Review notices for any missing details required to complete and process your application. Do not qualify for wrap-up coverage, we will notify you if your company qualifies for coverage and once all enrollment details have been provided, you will receive a copy of your Wrap-up Letter and Certificate of Insurance evidencing coverage in the Wrap-Up.

Contract #: TestCONT-009 Project: Sample Project C (SampleC) Contract Status: Enrolled Administrator's Review: Pending Contractor Submission

Subcontractor: TestCONT-009

[Add Subcontract](#) [Edit Subcontract](#) [Delete Subcontract](#)

Contract #	Contract Status	ICW Status	Payment Status	Non-CP Status	Coverage Status	Project	Contractor	Start Date	End Date	Contract
TestCONT-009-01	New					Sample Project C	Alliant - Test	02/14/2022	12/31/2022	\$25,000.00

- Click on the magnifying glass to search for your subcontractor by name
- Enter subcontractor information as well as contract information for each contract
- Click “Submit” to finalize or “Save and Add New” if you have multiple to enter

Montgomery County Capital Projects - OCIP 2 Certificate of Insurance Sample and Backup Documentation Checklist

County of Montgomery requires that all Contractor/Subcontractors submit an ACORD 25 form made out per the project's requirements, along with various endorsements from the Contractors/Subcontractors insurance policies that serve as evidence that the requirements are met in the policy as outlined on the Certificate of Insurance.

Before submitting your Certificate of Insurance for review, please ensure that you have included the following:

Required Document	Limits
☐ ACORD 25 Form made out per project requirements	
☐ General Liability	\$1,000,000 /
☐ Schedule of Endorsements	\$2,000,000
☐ General Liability - Additional Insured Endorsement	
☐ Contractual Requirement - CG 2010 11/85 or Equivalent(s)	
☐ General Liability - Primary & Non-Contributory Endorsement	
☐ General Liability - Waiver of Subrogation Endorsement	
☐ General Liability - Explosion, Collapse and Underground	
☐ General Liability - 50' Railroad exclusion removed from	
☐ Excess / Umbrella Liability Coverage	
☐ Prime Contractor, Construction Manager, General Contractor	\$25,000,000
☐ Subcontractor	\$5,000,000
☐ Workers Compensation	\$1,000,000
☐ Waiver of Subrogation Endorsement	
☐ Automobile Liability	\$1,000,000
☐ Additional Insured Endorsement	
☐ If Hauling hazardous material MCS 90 Endorsement Required	
If Subcontract requires additional coverages, verify specialty coverages are attached. Specialty Coverages:	
☐ Pollution Liability Coverage	\$5,000,000
☐ Mold Liability Coverage	\$2,000,000
☐ Professional Liability Coverage (Prime Design Contractor)	\$5,000,000
☐ Sub-Design Contractor	\$2,000,000
☐ Riggers Liability Coverage (Minimum \$1,000,000 or value of load on rig whichever is greater)	\$1,000,000
☐ Watercraft Liability Coverage	Per Contract
☐ Aircraft Liability Coverage	Per Contract

** Some required documents may or may not be endorsed to the insurance policy, and may be found in the wording of the body of the policy itself.*

The #1 reason that delays insurance approval is no endorsements / incorrect endorsements provided!

What are endorsements / why are they required to be reviewed as part of the Prime Contractor/Subcontractor insurance requirements?

All insurance policies have “stock” policy forms that provide the basis or foundation of coverage. Most policies are then modified via additional pages called endorsements to provide additional coverages or to limit coverage. These “endorsements” act as an ad hoc method of adding to or deleting coverage. There are no standard endorsements that apply across all coverages and all carriers.

Additional insured coverage, waiver of subrogation and primary and non-contributory coverage are often provided via endorsements. Some endorsements will provide adequate coverage, while other endorsements will provide inadequate coverage. Only by reviewing these endorsements can we determine if the Subcontractors insurance meets the contractual requirement.

Sample Certificate for Excluded Parties

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx** dated **mm dd, year**, by and between
[Insert full legal name of subcontractor/seller] and **COUNTY OF MONTGOMERY** for **[Insert description of trade work/goods and services]** at **[Insert Project Name and Location]**.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED		

COVERAGES		CERTIFICATE NUMBER:		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
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ ISO FORM CG 0001 ☒ CONTRACT'L LIAB GEN'L AGGREGARE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOCATION	X	X	Policy Number PER PROJECT AGGREGATE ENDORSEMENT 50' RAILROAD EXCLUSION ELIMINATED (10/01 & PRIOR OR EQUIVALENT)			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 300,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X	Policy Number			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	Policy Number			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	Policy Number COVERAGE APPLIES IN STATE OF JOBSITE OPERATION UNDER THIS SUBCONTRACT USL&H COVERAGE IS INCLUDED WHERE NEEDED			☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
The coverages provided shall be pursuant to insurance requirements contained in the Subcontract							*EXCEPT WHERE UNLIMITED
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) All operations performed under Montgomery County Capital Projects - OCIP 2, Norristown, PA. All insurance (excluding only Workers Compensation Insurance and Professional Liability Insurance) include County of Montgomery, Skanska USA Inc., Skanska USA Building Inc., Indemnified Parties, any other parties as required by the Owner Contract, [list any others as identified by the contract documents] and their respective directors, officers, employees and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds. The General Liability Additional Insured Endorsement shall be on Form CG 2010 11/85, or CG 20 10 10/01 plus CG 20 37 10/01, or equivalent and shall include ongoing and completed operations. Waiver of Subrogation applies to all policies for all additional insureds. Umbrella policy applies excess of General Liability, Automobile Liability, and Employers Liability. Evidence by endorsement, or policy language of Additional Insured, Primary & Non-Contributory coverage and Wrap-Up Exclusion, on General Liability and waivers of subrogation on General Liability and Workers Compensation must be provided with the certificate of insurance.							

CERTIFICATE HOLDER	CANCELLATION
County of Montgomery c/o Alliant Insurance Services, Inc. 101 Park Avenue, 19th Floor New York, NY 10178	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent/Broker Signature

Sample Certificate for Enrolled Parties

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx** dated **mm dd, year**, by and between
[Insert full legal name of subcontractor/seller] and **COUNTY OF MONTGOMERY** for **[Insert description of trade work/goods and services]** at **[Insert Project Name and Location]**.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
INSURED	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES		CERTIFICATE NUMBER:		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
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ ISO FORM CG 0001 ☒ CONTRACT'L LIAB GEN'L AGGREGARE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOCATION	X	X	Policy Number PER PROJECT AGGREGATE ENDORSEMENT 50' RAILROAD EXCLUSION ELIMINATED (10/01 & PRIOR OR EQUIVALENT)			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 300,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X	Policy Number			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	Policy Number			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	Policy Number COVERAGE APPLIES IN STATE OF JOBSITE OPERATION UNDER THIS SUBCONTRACT USL&H COVERAGE IS INCLUDED WHERE NEEDED			☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
The coverages provided shall be pursuant to insurance requirements contained in the Subcontract							*EXCEPT WHERE UNLIMITED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All operations performed under **Montgomery County Capital Projects - OCIP 2, Norristown, PA.** All insurance (excluding only Workers Compensation Insurance and Professional Liability Insurance) include County of Montgomery, Skanska USA Inc., Skanska USA Building Inc., Indemnified Parties, any other parties as required by the Owner Contract, **[list any others as identified by the contract documents]** and their respective directors, officers, employees and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds. The General Liability Additional Insured Endorsement shall be on Form CG 2010 11/85, or CG 20 10 10/01 plus CG 20 37 10/01, or equivalent and shall include ongoing and completed operations. Waiver of Subrogation applies to all policies for all additional insureds. Umbrella policy applies excess of General Liability, Automobile Liability, and Employers Liability. **This Project is insured by an Owner Controlled insurance program. The General Liability and Workers Compensation are evidenced for off-site operations only. Evidence by endorsement, or policy language of Additional Insured and Primary & Non-Contributory coverage on General Liability and waivers of subrogation on General Liability and Worker's Compensation must be provided with the certificate of insurance.**

CERTIFICATE HOLDER	CANCELLATION
County of Montgomery c/o Alliant Insurance Services, Inc. 101 Park Avenue, 19 th Floor New York, NY 10178	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent/Broker Signature

SECTION 000___ NON-COLLUSION AFFIDAVIT OF CONTRACTOR

Commonwealth of Pennsylvania :

County of _____ :

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

I hereby state and on behalf of my Company represent and warrant 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 the Bid, and neither the approximate prices(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 the 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 Company is made in good faith and not pursuant to any agreement or discussions with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Company), it affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable of any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I state that _____ (Company) fully understands and acknowledges that the above representations are material and important and will be relied upon by the County of Montgomery. I and my Company agree that any misstatement in this affidavit is and shall be treated as fraudulent concealment relating to the submission of bids.

_____/s/

_____ Title

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

By: _____
Notary Public

My Commission Expires:

SECTION _____

NON-DISCRIMINATION AFFIDAVIT

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

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

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

By:_____

Witness:_____

CONTRACTOR:_____

Date:_____

Responsible Contractor/Subcontractor Certification Cover Sheet

GENERAL INFORMATION

Company Name: _____

Address: _____

City: _____

Telephone Number: _____

Fax Number: _____

Ownership Structure (Please check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Description of Services(s) Provided: _____

Contractor's License No.: _____

RESPONSIBLE CONTRACTOR STATUS

Please check one of the following boxes:

1. ☐ Meets all Responsible Contractor requirements (see below)
2. ☐ Meets none of the Responsible Contractor requirements
3. ☐ Meets certain of the Responsible Contractor requirements (provide explanation below)

If you have checked box 3 above, please provide an explanation below (attach additional pages if necessary):

Explanation: _____

RESPONSIBLE CONTRACTOR REQUIREMENTS CHECKLIST

Review the attached checklist and return a completed copy, along with any documents requested therein.

A full list of the Responsible Contractor Requirements can be found on Montgomery County's website (montgomerycountypa.gov) under Administration → County Procurement Policy.

By signing this form, it is understood that contractors have fully reviewed the Responsible Contractor Requirements.

CERTIFICATION OF RESPONSIBLE CONTRACTOR STATUS

On behalf of the above-named company, the undersigned certifies that the information and responses provided herein are true, complete and accurate as of this date, and he/she is aware that any intentionally misrepresented or falsified information may result in disqualification from future contracting opportunities. Further, the above-named company certifies it can provide sufficient written proof that it and all subcontractors comply with the Responsible Contractor Requirements above within five (5) calendar days upon request.

Signature: _____

Name and Title (please print): _____

A copy of this form must be signed and provided to the County before any firm, including subcontractors if requested, may be considered for award of this contract.

Attachment A – Responsible Contractor/Subcontractor Certification Checklist

Complete the following and provide the documents highlighted in the list below. If you answer “no” to any of the below, please provide a detailed explanation on the cover sheet as to why your firm does not meet the requirement and attach additional pages if necessary.

For all contractors and subcontractors:

Requirement	Response
1. My firm and its employees shall have all valid and effective licenses, registrations, or other credentials required by federal, state, county, or local law. I will provide electronic copies of the relevant credentials.	Y: ____ N: ____
2. My firm meets the bonding requirements for the contract, as well as applicable insurance requirements. I will provide electronic copies of these documents, as well as a hard copy of the bond.	Y: ____ N: ____
3. My firm has not been debarred or suspended by any federal, state, or local government agency or authority within the past three (3) years.	Y: ____ N: ____
4. My firm has not defaulted on any project within the past three (3) years.	Y: ____ N: ____
5. My firm has not had any type of license, registration, or other certification revoked or suspended within the past three (3) years.	Y: ____ N: ____
6. My firm and its principals and owners have not been convicted of any crime relating to their contracting business within the past ten (10) years.	Y: ____ N: ____
7. My firm has not been found in violation of any law applicable to its contracting business within the past three (3) years.	Y: ____ N: ____
8. My firm will employ a sufficient number of craft labor personnel or shall use qualified subcontractors to meet the personnel requirement.	Y: ____ N: ____
9. My firm will pay all craft employees on the project, at a minimum, the applicable wage and fringe benefit rates as established for the classification in which the worker is employed.	Y: ____ N: ____
10. My firm will ensure that all craft labor it employs on the project will have completed, prior to working on the project, the OSHA 10-hour training course for safety. I will provide electronic copies of the relevant training certification documents.	Y: ____ N: ____

11. My firm participates in a bona fide apprenticeship program which is registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for at least three (3) of the past five (5) years. I will provide (1) a list of all trades or classifications of craft employees my firm will employ on the project and (2) documentation verifying that my firm actively participates in a bona fide apprenticeship program, including the name, state, and registration number of the program.	Y: ____ N: ____
12. My firm shall assign craft labor personnel only to work in the craft or trade in which they are employed.	Y: ____ N: ____
13. My firm has all other technical qualifications and resources, including equipment, personnel, and financial resources, to successfully perform the contract and shall maintain such capabilities throughout the duration of the project.	Y: ____ N: ____
14. My firm shall notify the County within seven (7) days of any material changes in its operation related to any matter attested to in this certification.	Y: ____ N: ____
15. My firm will execute this Contractor Responsibility Certification by a person who has sufficient knowledge to address all matters in this certification.	Y: ____ N: ____
16. If my firm has ever operated under another name, or currently controls or is controlled by another company, or has controlled or was controlled by another company within the past 5 years, whether as a parent company, subsidiary, or other business relation, I will provide a written statement explaining in detail the nature of any such relationship.	Y: ____ N: ____

If my firm is a prime contractor on this project:

Requirement	Response
1. My firm will ensure that at least seventy (70) percent of all craft labor workers on the project shall be comprised of either journeyperson workers who have successfully completed a bona fide apprenticeship program or apprentices registered in such programs, and that the apprenticeship participation is in the same trade or craft for which the workers are employed on the project. I will identify on payroll documents whether employees are journeyperson workers, apprentices, or neither.	Y: ____ N: ____
2. My firm will ensure that apprentices are supervised by journeyperson workers in the ratio of one apprentice for the first through fourth journeyperson workers regularly employed; two apprentices for the fifth through ninth journeyperson workers;	Y: ____ N: ____

and so on with an additional apprentice for each unit of five journeyperson workers regularly employed. My firm will provide copies of its workers apprenticeship credentials showing that an appropriate number of employees are currently registered or have graduated from a bona fide apprenticeship program.	
3. My firm will ensure that at least one person on the project will have completed, prior to working on the project, an OSHA 30-hour training course. I will provide an electronic copy of the relevant training certification.	Y: ____ N: ____
4. My firm will make a good-faith effort to employ residents of Montgomery County for at least 40 percent of craft labor hours worked. My firm will provide a statement describing how we will seek to accomplish the community participation goal.	Y: ____ N: ____
5. My firm will ensure that the appropriate workplace postings, to be identified by the Office of Procurement, are displayed at the project site in a location where notices to employees are customarily posted.	Y: ____ N: ____
6. My firm agrees that on or around the project start date, we will schedule a kick-off meeting with the County Labor Liaison to discuss the applicable provisions of this Policy.	

If my firm will be subcontracting work to other firms:

Requirement	Response
1. My firm will provide a Subcontractor List within seven (7) days of receiving a Notice of Intent to Award Contract which includes the names and business addresses of the subcontractors it intends to use on the project and the scope of the work assigned to each subcontractor.	Y: ____ N: ____
2. My firm will submit Subcontractor Responsibility Certifications and all supporting information for all entities listed on the Subcontractor List.	Y: ____ N: ____
3. My firm shall determine whether any firm on its Subcontractor List is organized as a sole proprietorship owned and operated by a single person. For any such entity, my firm will require the subcontractor to supplement its Subcontractor Certification with its Employer Identification Number in addition to the other information required by this certification.	Y: ____ N: ____
4. My firm agrees that it shall not be permitted to use a subcontractor on any work performed for the County unless it has identified the subcontractor on its Subcontractor List and has provided a Subcontractor Responsibility Certification.	Y: ____ N: ____

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	MCNPL Library Rennovations
General Description:	Project scope includes full renovation and addition in accordance with the documents prepared by Kimmel Bogrette Architecture. This is Phase 2 of this project consisting of the exterior skin demolition, select demolition along with renovations to both the exterior building skin and entire interior with all new MEP systems. Sitework is also included in this phase.
Project Locality	Norristown
Awarding Agency:	Montgomery County Procurement
Contract Award Date:	8/11/2026
Serial Number:	26-05141
Project Classification:	Building/Highway
Determination Date:	5/26/2026
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: 26-05141 - 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
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		\$41.34	\$19.23	\$60.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Boilermakers	1/1/2026		\$58.00	\$36.57	\$94.57
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Bricklayer	5/1/2026		\$51.15	\$34.92	\$86.07
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
Drywall Finisher	5/1/2026		\$41.10	\$32.99	\$74.09
Electricians	5/1/2025		\$58.63	\$47.28	\$105.91
Electricians	5/1/2026		\$62.41	\$48.50	\$110.91
Electricians	5/1/2027		\$66.53	\$50.63	\$117.16
Electricians	5/1/2028		\$70.83	\$52.83	\$123.66
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	5/1/2025		\$49.96	\$38.34	\$88.30
Glazier	5/1/2026		\$51.30	\$39.37	\$90.67
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

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-05141 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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 Finisher	5/1/2026		\$42.07	\$31.85	\$73.92
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15
Marble Setter	5/1/2026		\$51.50	\$33.80	\$85.30
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 Class 1 (see notes)	5/1/2026		\$45.71	\$35.22	\$80.93
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
Painters Class 4 (see notes)	5/1/2026		\$48.45	\$35.22	\$83.67
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
plumber	5/1/2026		\$73.73	\$40.36	\$114.09
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15

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

Project: 26-05141 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pointers, Caulkers, Cleaners	5/1/2026		\$53.35	\$32.30	\$85.65
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Composition)	5/1/2025		\$46.03	\$34.77	\$80.80
Roofers (Composition)	5/1/2026		\$47.53	\$35.22	\$82.75
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
Sheet Metal Workers	5/1/2026		\$65.06	\$54.48	\$119.54
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
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
Stone Masons	5/1/2026		\$51.50	\$33.80	\$85.30
Terrazzo Finisher	5/1/2023		\$43.75	\$27.86	\$71.61
Terrazzo Finisher	5/1/2025		\$45.61	\$29.41	\$75.02
Terrazzo Finisher	5/1/2026		\$47.78	\$29.61	\$77.39
Terrazzo Grinder	5/1/2023		\$44.02	\$27.86	\$71.88
Terrazzo Grinder	5/1/2025		\$45.88	\$29.41	\$75.29
Terrazzo Grinder	5/1/2026		\$47.78	\$29.61	\$77.39
Terrazzo Mechanics	5/1/2023		\$50.26	\$29.56	\$79.82
Terrazzo Mechanics	5/1/2025		\$52.21	\$31.26	\$83.47
Terrazzo Mechanics	5/1/2026		\$53.36	\$32.61	\$85.97
Tile Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Tile Finisher	5/1/2026		\$42.07	\$31.85	\$73.92
Tile Setter	5/1/2023		\$50.26	\$29.56	\$79.82
Tile Setter	5/1/2025		\$52.21	\$31.26	\$83.47
Tile Setter	5/1/2026		\$53.36	\$32.61	\$85.97
Truckdriver class 1(see notes)	5/1/2024		\$36.79	\$22.54	\$59.33
Truckdriver class 1(see notes)	5/1/2026		\$38.57	\$23.87	\$62.44
Truckdriver class 2 (see notes)	5/1/2024		\$36.89	\$22.54	\$59.43
Truckdriver class 2 (see notes)	5/1/2026		\$38.67	\$23.87	\$62.54
Truckdriver class 3 (see notes)	5/1/2026		\$38.92	\$23.87	\$62.79
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: 26-05141 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Bricklayer	5/1/2026		\$51.15	\$34.92	\$86.07
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 01 - See notes)	5/1/2026		\$41.65	\$27.90	\$69.55
Laborers (Class 02 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 02 - See notes)	5/1/2026		\$41.85	\$27.90	\$69.75
Laborers (Class 03 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 03 - See notes)	5/1/2026		\$41.85	\$27.90	\$69.75
Laborers (Class 04 - See notes)	5/1/2025		\$35.00	\$27.80	\$62.80
Laborers (Class 04 - See notes)	5/1/2026		\$36.45	\$27.90	\$64.35
Laborers (Class 05 - See notes)	5/1/2025		\$41.05	\$27.80	\$68.85
Laborers (Class 05 - See notes)	5/1/2026		\$42.50	\$27.90	\$70.40
Laborers (Class 06 - See notes)	5/1/2025		\$41.10	\$27.80	\$68.90
Laborers (Class 06 - See notes)	5/1/2026		\$42.55	\$27.90	\$70.45
Laborers (Class 07 - See notes)	5/1/2025		\$40.95	\$27.80	\$68.75
Laborers (Class 07 - See notes)	5/1/2026		\$42.40	\$27.90	\$70.30
Laborers (Class 08 - See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 08 - See notes)	5/1/2026		\$42.15	\$27.90	\$70.05
Laborers (Class 09 - See notes)	5/1/2025		\$40.55	\$27.80	\$68.35
Laborers (Class 09 - See notes)	5/1/2026		\$42.00	\$27.90	\$69.90
Laborers (Class 10- See notes)	5/1/2025		\$40.70	\$27.80	\$68.50

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

Project: 26-05141 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 10- See notes)	5/1/2026		\$42.15	\$27.90	\$70.05
Laborers (Class 11 -See Notes)	5/1/2025		\$40.60	\$27.80	\$68.40
Laborers (Class 11 -See Notes)	5/1/2026		\$42.05	\$27.90	\$69.95
Laborers (Class 12 -See Notes)	5/1/2025		\$42.30	\$27.80	\$70.10
Laborers (Class 12 -See Notes)	5/1/2026		\$42.85	\$27.90	\$70.75
Laborers (Class 13 -See Notes)	5/1/2025		\$44.33	\$27.80	\$72.13
Laborers (Class 13 -See Notes)	5/1/2026		\$45.78	\$27.90	\$73.68
Laborers (Class 14 -See Notes)	5/1/2025		\$40.90	\$27.80	\$68.70
Laborers (Class 14 -See Notes)	5/1/2026		\$41.90	\$27.90	\$69.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2025		\$34.07	\$19.73	\$53.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2026		\$35.52	\$19.83	\$55.35
Laborers Utility (PGW ONLY)	5/1/2025		\$41.10	\$19.73	\$60.83
Laborers Utility (PGW ONLY)	5/1/2026		\$42.55	\$19.83	\$62.38
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
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

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-05141 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Highway)					
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 1(see notes)	5/1/2026		\$38.42	\$23.87	\$62.29
Truckdriver class 2 (see notes)	5/1/2024		\$36.74	\$22.54	\$59.28
Truckdriver class 2 (see notes)	5/1/2026		\$38.52	\$23.87	\$62.39
Truckdriver class 3 (see notes)	5/1/2026		\$38.77	\$23.87	\$62.64

PRIME CONTRACTOR INFORMATION FORM



MONTGOMERY COUNTY (NORRISTOWN, PA USA)

MONTGOMERY COUNTY NORRISTOWN PUBLIC LIBRARY

BID PROJECT #: 6604

INFORMATION FORMS ARE TO BE SUBMITTED ELECTRONICALLY WITH ALL REQUIRED BID FORMS.

CONTACT	Representative:
	Title:
	Company:
	Phone No.:
	Email Address:

(Please Type or Print)

COMPANY -	Company Name:
	PA State Sales Tax ID #:
	Address:

PRIME CONTRACTOR INFORMATION FORM

	Principal Office:
	Main Phone No.:
	Principal Contact's E-Mail Address:

Please attach additional pages as needed for the qualification questions to follow

QUALIFICATIONS -	1. Annual Work Capacity (\$):	
	2. Largest Project (\$):	
	3. Current Backlog (\$):	
	4. Is your organization legally qualified to do business in Pennsylvania?	☐ Yes ☐ No
	5. Have you ever Defaulted on a public works project?	☐ Yes ☐ No
QUALIFICATIONS - GENERAL (cont' d)	6. List the address and phone numbers of your branch offices.	

PRIME CONTRACTOR INFORMATION FORM

EXPERIENCE	1. Have you ever performed work for Montgomery County, Pennsylvania? If so, state project names, locations, work performed and the project representatives for each respective project.	☐ Yes ☐ No
	2. List the major construction projects of similar size and scope that your organization has completed in the last five (5) years. Designate the project name, owner's representative phone #, architect phone #, your status as prime contractor or subcontractor, General Contractor/Construction Manager reference, contract amount, schedule, type of project (attach separate sheet if necessary).	

FINANCIAL & INSURANCE	1. Bank references: (name, address and phone number)	
	2. Attach a dated financial statement or balance sheet for your company. a. Name of firm preparing statement:	

PRIME CONTRACTOR INFORMATION FORM

	b. Address:
	3. Name of Insurance Company: (name, address and phone number of agent, current limits).
	4. Name of Bonding Company: (name, address and phone number of agent, current limits).
	5. Surety References: (name, address and phone number of agent, current limits).

SAFETY	1. List your company's Worker's Compensation/Interstate Experience Modification Rate for the most recent 3 years. (Attach authentication from your insurance carrier of state fund (on their letterhead) verifying the EMR data.)								
	<table border="1"> <thead> <tr> <th>Year</th> <th>EMR</th> </tr> </thead> <tbody> <tr> <td>2025</td> <td></td> </tr> <tr> <td>2024</td> <td></td> </tr> <tr> <td>2023</td> <td></td> </tr> </tbody> </table>	Year	EMR	2025		2024		2023	
	Year	EMR							
	2025								
	2024								
2023									

PRIME CONTRACTOR INFORMATION FORM

SAFETY (cont' d)

2. Use your 3 most recent years' OSHA 300A (Summary) forms to fill-in the number of cases for each of the following categories. Include electronic copies of OSHA 300A form for each year listed below.

	2025	2024	2023
Number of fatalities <i>line "G" on OSHA 300A Form</i>			
Number of lost workday cases <i>line "H" on OSHA 300A Form</i>			
Number of job restriction cases <i>line "I" on OSHA 300A Form</i>			
Number of other recordable cases <i>line "J" on OSHA 300A Form</i>			
Total hours worked by all employees			
OSHA Total Recordable Incidents Rate (TRIR) (Line "H" + Line "I" + Line "J") x 200,000, Divided by total employee hours worked			
OSHA Lost Workday Incidence Rate (LTIR) <i>Line "H" x 200,000,</i> <i>Divided by total employee hours worked</i>			

3. How many OSHA violations has your company received in the last 3 years? (Include all from parent/subsidiaries as well)

Year	EMR
2025	
2024	
2023	

PRIME CONTRACTOR INFORMATION FORM

	a. Were any of the citations willful or repeat violations?	☐ Yes ☐ No
SAFETY (cont'd)	b. If yes to the question above, provide an explanation?	

I SUBCONTRACTORS/VENDORS	Provide a list of key subcontractors you may utilize on the project. A key subcontractor is defined as, <i>"A subcontractor whose scope of work is critical to the project's overall schedule, coordination, safety, or performance requirements. This designation applies to subcontractors performing major trades or specialized work that and/or contract value exceeds \$250,000."</i> Contractors can identify multiple subcontractors for each discipline.	
	Subcontractor Name/Business Address	Trade/Scope of Work

PRIME CONTRACTOR INFORMATION FORM

INFORMATION FORM ACKNOWLEDGEMENT & SIGNATURE

On this day, _____, _____, **I,** _____,
(Day of the week) (MM/DD/YYYY) (Printed Name)

_____ **of** _____
(Title) (Company Name)

located at _____,
(Address)

hereby certify that the statements and answers above are true and correct.

Signature: _____

SECTION 00 12 00 - ELECTRONIC RELEASE FORMS

1.1 Release forms for:

- A. Kimmel Bogrette Architecture + Site
- B. ThinkGreen
- C. WZG Structural
- D. McHUGH Engineering Associates Inc.

END OF SECTION



KIMMEL BOGRETTE

Architecture + Site

Extraordinary Solutions for Ordinary Budgets

Martin D. Kimmel, AIA, NCARB
Joseph Horan, RA, NCARB, LEED
AP
Matthew McQuaide, RA, NCARB
482 Norristown Road, Suite 200
Blue Bell, PA, 19422
T: 610.834.7805
F: 610.834.7815
Kimmel-Bogrette.com

Indemnification Agreement for Electronic Files

The Contractor listed below has requested electronic copies of the Architectural and Interior construction drawings for the Montgomery-County Norristown Public Library, for use by the Contractor and its Subcontractors in preparation of submittals, for which they are responsible.

Kimmel Bogrette Architecture + Site (KBA+S) has agreed to provide this information via e-mail under the following conditions that the Contractors and its Subcontractors hereby agree to:

1. The Contractor and its Subcontractors, heirs, successors and assigns agree to indemnify, defend and hold harmless KBA+S for their use of these electronic files including distribution to other parties.
2. The Contractor and its Subcontractors agree that the electronic files are to be used for building layout and base drawings for which they are solely responsible. The Contractor and its Subcontractors are not entitled to rely on these drawings in any way for accuracy or completeness, as the Contractors and its Subcontractors are solely responsible for the accuracy of their submittals and work including all measurements, dimensions and integration of systems.
3. KBA+S's agreement to provide these electronic files in no way constitutes a contractual agreement or obligation between KBA+S and the Contractor or its Subcontractors.
4. The Contractor and its Subcontractors agree that there is no warranty of any kind either expressed or implied covering the use of these electronic files.
5. The Contractor agrees to have every subcontractor, consultant or vendor to which these files are distributed sign a copy of this agreement upon distribution and return it to KBA+S.
6. The Contractor and its Subcontractors take full liability, Professional and otherwise for their use of these drawings and they will indemnify, defend and hold harmless KBA+S from any Claim, regardless of who initiates such claim or the nature of the claim, and that they will pay any cost for defense, specifically including Legal Fees that may be incurred by them or KBA+S should such a claim arise.
7. Copyright: KBA+S grant a one-time use of these documents for the work of this project at this address only. Any and all other use is specifically prohibited and neither the Contractor nor its Subcontractors shall use the information contained in these documents for any other purpose. All Copyright's remain in force and with KBA+S

Agreed to by:

Contractor Firm

Subcontractor

Name

Name

Title

Title

Waiver for Release of Project Information – Indemnification Agreement

Date:

To:

Project: Montgomery County – Norristown Public Library

You have requested paper or electronic copies of the project information listed above. ThinkGreen LLC (and ThinkGreen Design LLC) will release this information upon receipt of a signed authorization and waiver from the recipient. In cases where the recipient is not a design professional, a separate signed waiver from a designated professional may be required.

By signature below, it is agreed that all information contained in the paper copy, or in an electronic (E- mail) copy of the same, will be verified in the field by the recipient or designer for content and accuracy prior to the start of any design or construction work.

Furthermore, the signatory certifies that he/she is the requesting party or an authorized representative of the requesting party, and is authorized to enter into this agreement, and that the information is for the requesting party's sole use, and that the information will not be transferred or shared with any other party or entity.

Further, the signatory, and its subcontractors, heirs, successors and assigns, agrees to defend, indemnify and hold ThinkGreen LLC (and ThinkGreen Design LLC) harmless against all losses, damages, costs, expenses, liability and attorney's fees suffered by ThinkGreen LLC (and ThinkGreen Design LLC) due to any misuse, misapplication, or misinterpretation of the data, findings, tests, opinions, plans, or reports or similar information compiled by ThinkGreen LLC (and ThinkGreen Design LLC) as a result of the work performed by ThinkGreen LLC (and ThinkGreen Design LLC) on this project, which is now being released to you, the requesting party.

Furthermore, the signatory agrees that the use of Bid Documents are only for bidding purposes, not construction purposes, and that an additional waiver by the successful bidder and its subcontractors will be required for use of Construction Documents for construction use.

This information listed above remains the property of ThinkGreen LLC under copyright. This release does not limit or restrict the rights of ThinkGreen LLC to pursue all legal remedies available in the event copyright protection is violated.

AGREED AND ACCEPTED BY:

PRINTED NAME: _____

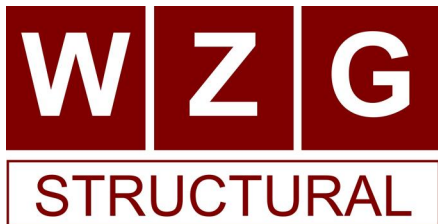
SIGNATURE: _____

TITLE: _____ (must be an officer of the company)

COMPANY: _____

ADDRESS: _____

DATE: _____



DATE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

**RE: Release for use of Structural Drawings in CAD Format
Montgomery County Norristown Public Library, Norristown, PA
WZG Project No. 758**

This letter will serve as an Authorization for Services for providing CAD drawing files and reproducible drawings of the structural framing plans for the Contractor's use in developing shop drawings on the referenced project.

TERMS AND CONDITIONS

The disks and the drawings, specifications, and other documents prepared by WZG, Structural Engineer of Record, (SER), are an instrument of services as provided in accordance with the "Agreement Between the Architect and Consultant". These are also, in turn, identified as an instrument of the Architect's services as provided in accordance with the "Agreement Between the Architect and Owner". As author of these documents, SER and the Architect shall retain all statutory, common law, and other reserved rights, including the copyright.

1. SER makes no representation as to the compatibility of the CAD files with any hardware or software.
2. SER reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.
3. All information on the CAD files is considered instruments of service of the SER and shall not be used for other projects, for additions to this project, or completion of this project by others. CAD files shall remain the property of the SER, and in no case shall the transfer of these files be considered a sale.
4. SER makes no representation regarding the accuracy, completeness, or permanence of CAD files, nor for their fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD files may not have been incorporated.
5. In the event of a conflict between the SER's contract drawings and CAD files, the contract drawings shall govern. It is the Contractor's responsibility to determine if any conflicts exist. The CAD files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.

The CAD files and drawings are for use only in conjunction with the Contractor's work on the above referenced Project and for no other purposes. However, for the purposes of legal record, the files are specifically dated and WZG has retained an exact copy. Changes that are made to these CAD files should be accurately recorded and dated, both in the written record and on the disk directory, to show that the disk is no longer in original form. Contractor is permitted to utilize these files and the information included herein provided the following conditions are satisfied:

1. Contractor shall use these drawings strictly for the purposes of identifying structural components and their relationship to elements provided by other trades, and Contractor will perform the coordination, checking and integration of those structural elements of the work and materials of other trades, as if the drawings had been prepared in their own drafting operation.
2. Contractor shall indemnify, defend and hold harmless WZG and the Architect and all of their personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the reproduction and re-use of any part of the structural design drawings and related CAD files as a part of the shop drawing preparation and submittal process for the project.
3. Contractor shall remove all title blocks and information referring to the contract documents, specifically and especially references to other drawings, including the structural, mechanical, electrical, plumbing, site, civil and architectural disciplines.
4. The use of CAD files prepared by the SER shall not in any way obviate the Contractor's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection of the Contractor's work.

Please acknowledge Acceptance of the above, by signing below and returning it to our office. By signing below, you acknowledge your agreement to the above terms and conditions with regard to the use of the CAD files distributed to you.

Please call if you have any questions.

WZG STRUCTURAL CONSULTING ENGINEERS, INC.



Natalie E. Bird, PE
President

Accepted By: _____

Name of Company: _____

Signature: _____

Date: _____



McHUGH
ENGINEERING ASSOCIATES INC.

ELECTRONIC FILE LICENSE AGREEMENT

PROJECT:

CLIENT:

ELECTRONIC FILE DESCRIPTION:

AUTOCAD VERSION: 2018

REVIT VERSION:

The use of the referenced electronic file by the below named Contractor is for this Contractor's sole purpose in preparing shop drawings.

AGREEMENT between McHugh Engineering Associates, Ambler PA. 19002 (hereinafter "MEA") and _____ (hereinafter "Contractor") **dated** _____ .

WHEREAS, MEA has prepared for _____ (hereinafter "Owner") drawings, models, and other instruments of services for the construction of the _____ (hereinafter "Project").

WHEREAS, Contractor has requested that MEA furnish it with Electronic Files which contain information and data concerning certain two-dimensional CAD drawing Electronic Files and/or three-dimensional Building Information Model (BIM) Electronic Files prepared by MEA. All Electronic Files provided to Contractor by MEA shall be subject to the terms of this Agreement.

The term "Contractor" in this Agreement is hereby defined to mean the Architect, Construction Manager, contractor, subcontractor or other person or entity working on the Project stated above who is defined as the "Contractor" above.

Electronic files contain Information and data, including but not limited to text, graphics, schedules, quantity and areas information, concerning certain two-dimensional CAD drawing electronic files and/or three dimensional Building Information Model (BIM) electronic files prepared by MEA for the Project (hereinafter "Electronic Files").

Contractor shall coordinate their request for Electronic Files through the Architect or Construction Manager, who are responsible to coordinate, obtain and forward to MEA a fully executed Electronic File License Agreement from each Contractor that requests Electronic Files. Upon receipt by MEA of Contractor's fully executed Agreement, MEA will forward a copy of Electronic Files directly to the Contractor. Requests or Agreements that are not forwarded to MEA through the Construction Manager or Project Architect will not be acknowledged as valid by MEA.

NOW, THEREFORE, to affect the provision of the Electronic File License to the Contractor, the parties agree as follows:

1. Electronic Files are not Contract Documents or Construction Documents and are furnished by MEA, subject to the terms and conditions stated herein, solely for convenience and for the limited

purpose stated herein.

2. Use of Electronic Files or any information or data In Electronic Files by any person or entity that has not executed this Electronic File License Agreement directly with MEA is strictly prohibited. No right is granted to furnish, transfer, convey, rent, sublicense, or otherwise distribute Electronic Files or the data and/or information contained therein, or any right therein, to any other person or entity.
3. Electronic Files provided electronically or on diskettes are; 1) for use only on the Project identified above; and 2) for use only for reference purposes in preparing shop drawings and/or 3D Coordination Drawings for the Project. Any other use of the information or data in these Electronic Files without the express written authorization of MEA is strictly prohibited.
4. Contract Documents and Construction Documents prepared by MEA for the Project that may be relied upon by Contractor, Subcontractors, Suppliers and any other person or entity that obtains the Construction Documents drawings from or through the Contractor are limited to those two-dimensional hard copy or read-only PDF file drawings that are identified as Contract Documents in the Agreement between the Owner and the Project Architect, subject to any approved changes thereto issued in writing by MEA. Contractor acknowledges and agrees that Electronic Files, other than read only PDF files of Construction Documents provided by MEA are not part of the Contract Documents or Construction Documents for the Project. Electronic Files were prepared by MEA only as a reference in preparing the completed two-dimensional contract document drawings. MEA makes no representations or warranties, express or implied, regarding Electronic Files, the correctness, accuracy or completeness of Electronic Files, or the data and/or information contained therein. Any information or data obtained or derived from Electronic Files shall be used at Contractor's sole risk. Contractor shall be solely responsible for verifying and coordinating the information in Electronic Files with the information contained in the Contract Documents and Construction Documents.
5. Contractor acknowledges and agrees that Electronic Files contain information that is confidential and proprietary to MEA, and that MEA retains the copyright in the work product reflected in Electronic Files and other rights reserved.
6. No right is granted to use Electronic Files or the data and/or information contained therein on any other project.
7. No right is granted to reproduce or otherwise utilize MEA's title block or other information identifying MEA.
8. Under no circumstances shall the furnishing of Electronic Files be deemed a sale of a product and MEA makes no warranties, express or Implied, in agreeing to furnish Electronic Files to Contractor.
9. Contractor acknowledges and agrees; a) that the use of Electronic Documents is not a substitute for professional judgment consistent with the appropriate standard of care; b) that the use of Electronic Documents does not relieve Contractor from applying the appropriate standard of care relevant to the use of Electronic Documents; c) that Electronic Documents are only a tool to be used as a reference to assist Contractor In connection with the Project; and d) that Contractor is solely responsible for verifying the accuracy of results generated through the use of Electronic Documents.
10. Contractor acknowledges and agrees that the use of Electronic Files in no way make MEA liable for means and methods of construction of the Project.
11. Compatibility of Electronic Files with Contractor's computer hardware or software is not guaranteed, and any compatibility problems are the sole responsibility of Contractor.
12. Contractor acknowledges and agrees that data stored on electronic media can contain computer viruses. Contractor shall be solely responsible to check Electronic Files with its own virus scanner. Contractor acknowledges and assumes all risks for any damage caused by a computer virus infection.
13. Contractor acknowledges and agrees that data stored on electronic media can be damaged in transmission, translation or be modified Inadvertently and that errors and anomalies can be Introduced into the data from the use of software application packages, operating systems, or computer hardware differing from those used by MEA. Contractor acknowledges and assumes all such risks.

14. Contractor acknowledges and agrees that changes or modifications to Electronic Files which are introduced by anyone other than MEA may result in adverse consequences which cannot be predicted or controlled
15. Therefore, and in consideration of MEA's agreement to furnish Electronic Files. Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold MEA and Owner harmless from and against any and all claims, liabilities, losses, damages, consequential damages, and costs, including but not limited to reasonable attorney's fees and expenses, arising out of or in any way connected with the use for any purpose, conversion, modification, misinterpretation, misuse or reuse of Electronic Files by Contractor or any person or entity that obtains Electronic Files from or through Contractor.
16. Should the indemnity obligation of Paragraph 15 above be held to be invalid or unenforceable, then Contractor hereby agrees that to the fullest extent permitted by law, MEA's total combined liability to Contractor for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes related to Contractor's use of Electronic Files shall not exceed one dollar (\$1.00).
Contractor to initial here as confirmation of agreement to Paragraph 16: **(Contractor Initial)**
17. Provision of Electronic Files shall not obligate MEA to provide historic or record files, updates, software, fonts, line types, documentation, reformatting or training of any kind relative to the use or application of Electronic Files.
18. Contractor shall be solely responsible for coordinating and updating the information and data obtained from Electronic Files as required due to approved changes to the Contract Documents or Construction Documents.
19. The life span for Contractor's use of Electronic Files shall be limited to the date of Final Completion of the Project.
20. All Electronic Files provided by MEA during the course of the Project shall be subject to the terms and conditions of this Electronic File Designated Use License Agreement. The specific Electronic Files that are provided, the number of times during the course of the Project that Electronic Files are provided and the schedule for providing such Electronic Files shall be subject to the approval of MEA. The terms and conditions of this Agreement shall be in full force and effect for all Electronic Files that are provided.
21. Only the following Electronic Files will be provided for Contractor's use:
 - a. Electronic 2D CAD (dwg. format) files of MEA Drawings.
 - b. Electronic read-only pdf format files of completed Contract Document drawings.
 - c. Electronic BIM files of prepared by MEA as a reference in preparing the two-dimensional Contract Document drawings.
22. The files indicated In Paragraph 21 above will be provided to Contractor by MEA a maximum of one time at no cost to the Contractor. For all other additional or updated Electronic Files requested by Contractor that MEA agrees to provide, Contractor shall compensate MEA for all labor and expenses costs incurred in the preparation and provision of such Electronic Files. MEA shall charge Contractor a lump sum amount for such costs and Contractor shall issue payment prior to MEA's provision of the additional or updated Electronic Files.
23. This Agreement contains the entire agreement between the parties as to the matters contained herein and all provisions of this Agreement shall be binding upon the parties, their successors, and assigns.
24. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania.
25. If any term condition, clause, or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause, or provision shall be stricken from this Agreement, and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

IN WITNESS WHEREOF, MEA and Contractor have caused this Agreement to be executed by their duly authorized representatives, as of the date set forth above.

CONTRACTOR:

Company Name:_____

By (Signature):_____

Name (Printed):_____

Title:_____

Date:_____

Email:_____

MCHUGH ENGINEERING ASSOCIATES, INC

Company Name: McHugh Engineering Associates

By (Signature):_____

Name (Printed): Brian F. Malloy

Title: Vice President

Date:_____

Email: bmalloy@mchugheng.com

cc: Project Engineer, McHugh Engineering Associates
Linda Sosnowski, McHugh Engineering Associates
Brian F. Malloy, PE, McHugh Engineering Associates
Project Architect

ID	Name	Remaining Duration	Start	Finish	2026												2027												2028												2029												2030													
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J											
MC Norristown Public Library Master Program Schedule - Phase 2		582d	10-Jan-24	A	10-Aug-28		MC Norristown Public Library Master Program Schedule - Phase 2																																																											
Executive Summary		553d	25-Mar-24	A	10-Aug-28		Executive Summary																																																											
SUMM-1000	Design Phase	0d	25-Mar-24	A	23-Oct-25		A																																																											
Phase 2		553d	11-Jun-26	10-Aug-28																																																														
SUMM-2000	Procurement Phase 2	85d	11-Jun-26	09-Oct-26																																																														
SUMM-2010	Construction Phase 2	421d	16-Oct-26	09-Jun-28																																																														
SUMM-2012	Final Completion Phase 2	43d	12-Jun-28	10-Aug-28																																																														
Milestones		468d	12-Oct-26	10-Aug-28																																																														
Phase 2		468d	12-Oct-26	10-Aug-28																																																														
MS-2000	NTP	0d	12-Oct-26																																																															
MS-2001	Foundation Start	0d	21-Dec-26																																																															
MS-2012	Start Fitout	0d	20-Jan-27																																																															
MS-2002	Foundation Complete to Grade	0d		15-Feb-27																																																														
MS-2003	Structual Start	0d	16-Feb-27																																																															
MS-2005	Last SOMD Pour	0d		15-Mar-27																																																														
MS-2004	Structual Top-Out	0d		29-Mar-27																																																														
MS-2021	Complete Construction (Roof Area A)	0d		05-Aug-27																																																														
MS-2027	Temp. Building Weather Tight	0d	23-Aug-27																																																															
MS-2013	Start Drywall	0d	23-Aug-27																																																															
MS-2014	Start Ceiling Grid	0d	26-Oct-27																																																															
MS-2015	Start Flooring	0d	26-Oct-27																																																															
MS-2010	Permanent Power Available	0d		29-Oct-27																																																														
MS-2016	Start Punchlist	0d	06-Dec-27																																																															
MS-2026	Complete Construction (Ground Floor)	0d		27-Dec-27																																																														
MS-2009	Building Weather Tight	0d		10-Feb-28																																																														
MS-2006	Facade Start	0d	11-Feb-28																																																															
MS-2017	Complete Construction (1st Floor Area A)	0d		24-Feb-28																																																														
MS-2011	Conditioned Air Available	0d		08-Mar-28																																																														
MS-2019	Complete Construction (2nd Floor Area A)	0d		05-Apr-28																																																														
MS-2023	Elevators Complete	0d		21-Apr-28																																																														

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Current Original Baseline Progress Critical Current Baseline Milestones Summary	MC Norristown Public Library Master Program Schedule - Phase 2 Page: 1 of 10	
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 Current  Progress  Critical  Current Baseline  Original Baseline  Milestones  Summary	MC Norristown Public Library Master Program Schedule - Phase 2 Page: 3 of 10	SKANSKA
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Current Progress Critical Current Baseline Original Baseline Milestones Summary	MC Norristown Public Library Master Program Schedule - Phase 2 Page: 4 of 10	SKANSKA
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ID	Name		Remaining Duration	Start	Finish	2026												2027												2028												2029												2030											
						A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J									
1	Construction		440d	23-Oct-26	14-Jul-28	Construction																																																											
	Demolition		55d	23-Oct-26	12-Jan-27	Demolition																																																											
	Exterior		41d	12-Nov-26	12-Jan-27	Exterior																																																											
	Area A		26d	12-Nov-26	18-Dec-26	Area A																																																											
	CON-1025	Remove Existing Windows	10d	12-Nov-26	25-Nov-26	Remove Existing Windows																																																											
	CON-1023	Remove Existing Brick Façade	15d	30-Nov-26	18-Dec-26	Remove Existing Brick Façade																																																											
	Area B		31d	27-Nov-26	12-Jan-27	Area B																																																											
	CON-2001	Remove Existing Windows	10d	27-Nov-26	10-Dec-26	Remove Existing Windows																																																											
	CON-2002	Remove Existing Brick Façade	15d	21-Dec-26	12-Jan-27	Remove Existing Brick Façade																																																											
	Interior		41d	23-Oct-26	21-Dec-26	Interior																																																											
	Area A		25d	23-Oct-26	27-Nov-26	Area A																																																											
	CON-1022	Interior Demo / Remove Swede Street Concrete Steps	25d	23-Oct-26	27-Nov-26	Interior Demo / Remove Swede Street Concrete Steps																																																											
	Area B		16d	30-Nov-26	21-Dec-26	Area B																																																											
	CON-2005	Interior Demo	16d	30-Nov-26	21-Dec-26	Interior Demo																																																											
	Foundations / Underground		54d	30-Nov-26	15-Feb-27	Foundations / Underground																																																											
	Ground Floor		15d	30-Nov-26	18-Dec-26	Ground Floor																																																											
	CON-1031	Underpinning and Foundation Work	15d	30-Nov-26	18-Dec-26	Underpinning and Foundation Work																																																											
	Area A		20d	19-Jan-27	15-Feb-27	Area A																																																											
	CON-1030	Excavate and Pour New Piers & Footings	20d	19-Jan-27	15-Feb-27	Excavate and Pour New Piers & Footings																																																											
	Structure		30d	16-Feb-27	29-Mar-27	Structure																																																											
	Area A		30d	16-Feb-27	29-Mar-27	Area A																																																											
	CON-1040	Structural Steel & Concrete Installation	30d	16-Feb-27	29-Mar-27	Structural Steel & Concrete Installation																																																											
	Building Envelope		256d	10-Jun-27	09-Jun-28	Building Envelope																																																											
	North Elevation		184d	25-Jun-27	15-Mar-28	North Elevation																																																											
	CON-1047	Building Envelope - North	83d	25-Jun-27	21-Oct-27	Building Envelope - North																																																											
CON-1056	Exterior Panels & Systems - North	101d	22-Oct-27	15-Mar-28	Exterior Panels & Systems - North																																																												
South Elevation		185d	21-Sep-27	09-Jun-28	South Elevation																																																												
CON-2144	Building Envelope - South	90d	21-Sep-27	27-Jan-28	Building Envelope - South																																																												
CON-2149	Loading Dock Coiling Doors	10d	28-Jan-28	10-Feb-28	Loading Dock Coiling Doors																																																												
CON-2150	Exterior Panels & Systems - North	85d	11-Feb-28	09-Jun-28	Exterior Panels & Systems - North																																																												

Current Progress Critical Current Baseline Original Baseline Milestones Summary	MC Norristown Public Library Master Program Schedule - Phase 2 Page: 5 of 10	
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ID	Name	Remaining Duration	Start	Finish	2026												2027												2028												2029												2030											
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J									
	West Elevation		93d	10-Jun-27	20-Oct-27	West Elevation																																																										
	CON-2156	Building Envelope - West	60d	10-Jun-27	02-Sep-27	Building Envelope - West																																																										
	CON-2162	Exterior Panes & Systems - West	28d	03-Sep-27	13-Oct-27	Exterior Panes & Systems - West																																																										
	CON-2165	Exterior Verticle Sign	5d	14-Oct-27	20-Oct-27	Exterior Verticle Sign																																																										
	East Elevation		120d	09-Aug-27	27-Jan-28	East Elevation																																																										
	CON-2166	Building Envelope - East	55d	09-Aug-27	25-Oct-27	Building Envelope - East																																																										
	CON-2172	Exterior Panel Exoskeleton	60d	26-Oct-27	20-Jan-28	Exterior Panel Exoskeleton																																																										
	CON-2176	Powerwash & Paint	5d	21-Jan-28	27-Jan-28	Powerwash & Paint																																																										
	Verticle Transportation		60d	28-Jan-28	20-Apr-28	Verticle Transportation																																																										
	CON-1061	Install Elevator 1	30d	28-Jan-28	09-Mar-28	Install Elevator 1																																																										
	CON-1062	Install Elevator 2	30d	28-Jan-28	09-Mar-28	Install Elevator 2																																																										
	CON-1063	Install Elevator 3	30d	10-Mar-28	20-Apr-28	Install Elevator 3																																																										
	Stair Towers		234d	20-Nov-26	21-Oct-27	Stair Towers																																																										
	Area A		234d	20-Nov-26	21-Oct-27	Area A																																																										
	Stair #1		215d	07-Dec-26	08-Oct-27	Stair #1																																																										
	CON-1071	Stair #1 - Pans & Concrete Construction	28d	07-Dec-26	15-Jan-27	Stair #1 - Pans & Concrete Construction																																																										
	CON-1078	Stair #1 - MEP & FP RI	6d	18-Jan-27	25-Jan-27	Stair #1 - MEP & FP RI																																																										
	CON-1079	Stair #1 - Drywall Hang & Finish	10d	23-Aug-27	03-Sep-27	Stair #1 - Drywall Hang & Finish																																																										
	CON-1081	Stair #1 - Finishes	24d	07-Sep-27	08-Oct-27	Stair #1 - Finishes																																																										
	CON-1090	Stair #1 - MEP Finishes	7d	07-Sep-27	15-Sep-27	Stair #1 - MEP Finishes																																																										
	Stair #3		234d	20-Nov-26	21-Oct-27	Stair #3																																																										
	CON-1096	Stair #3 - Demo & Protection	9d	20-Nov-26	03-Dec-26	Stair #3 - Demo & Protection																																																										
	CON-1100	Stair #3 - Lighting RI	5d	04-Dec-26	10-Dec-26	Stair #3 - Lighting RI																																																										
	CON-1098	Stair #3 - Drywall & Paint	25d	23-Aug-27	27-Sep-27	Stair #3 - Drywall & Paint																																																										
	CON-1102	Stair #3 - Lighting Finish	2d	28-Sep-27	29-Sep-27	Stair #3 - Lighting Finish																																																										
	CON-1103	Stair #3 - Finishes	18d	28-Sep-27	21-Oct-27	Stair #3 - Finishes																																																										
	Area B		194d	20-Jan-27	21-Oct-27	Area B																																																										
	Stair #4		184d	20-Jan-27	07-Oct-27	Stair #4																																																										
	CON-1116	Stair #4 - Demo	6d	20-Jan-27	27-Jan-27	Stair #4 - Demo																																																										
	CON-1118	Stair #4 - New Roof Hatch Opening & Support	10d	28-Jan-27	10-Feb-27	Stair #4 - New Roof Hatch Opening & Support																																																										

 Current  Progress  Critical  Current Baseline	 Original Baseline  Milestones  Summary	MC Norristown Public Library Master Program Schedule - Phase 2 Page: 6 of 10	
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ID	Name	Remaining Duration	Start	Finish	2026												2027												2028												2029												2030											
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J									
2nd Floor	CON-2044	Painting	15d	19-Oct-27	08-Nov-27	Painting																																																										
	CON-2201	Elec 102 - Set Panels	5d	01-Nov-27	05-Nov-27	Elec 102 - Set Panels																																																										
	CON-2031	Millwork Installation	20d	09-Nov-27	07-Dec-27	Millwork Installation																																																										
	CON-2026	MEP & FP Finishes	25d	01-Dec-27	06-Jan-28	MEP & FP Finishes																																																										
	CON-2033	2nd Coat Paint	10d	08-Dec-27	21-Dec-27	2nd Coat Paint																																																										
	CON-2036	Owner FF&E	45d	22-Dec-27	24-Feb-28	Owner FF&E																																																										
	CON-2046	Interior Finishes	30d	22-Dec-27	03-Feb-28	Interior Finishes																																																										
	CON-2037	1A Punchlist	15d	04-Feb-28	24-Feb-28	1A Punchlist																																																										
	Area B		385d	21-Dec-26	22-Jun-28	Area B																																																										
	CON-2053	Interior Demo	35d	21-Dec-26	09-Feb-27	Interior Demo																																																										
	CON-2061	Excavate new Piers and Footings	15d	10-Feb-27	02-Mar-27	Excavate new Piers and Footings																																																										
	CON-2056	Steel at Stair #5	10d	03-Mar-27	16-Mar-27	Steel at Stair #5																																																										
	CON-2058	MEP & FP RI	130d	17-Mar-27	17-Sep-27	MEP & FP RI																																																										
	CON-2062	Drywall, Ceilings, Tile, & Paint	85d	20-Sep-27	19-Jan-28	Drywall, Ceilings, Tile, & Paint																																																										
	CON-2059	Metal Stud Framing	20d	20-Sep-27	15-Oct-27	Metal Stud Framing																																																										
	CON-2074	Millwork Installation	15d	20-Jan-28	09-Feb-28	Millwork Installation																																																										
	CON-2068	MEP & FP Finish	40d	10-Feb-28	05-Apr-28	MEP & FP Finish																																																										
	CON-2055	Interior Finishes	25d	16-Mar-28	19-Apr-28	Interior Finishes																																																										
	CON-2080	1B Punchlist	15d	11-Apr-28	01-May-28	1B Punchlist																																																										
	CON-2079	Owner FF&E	45d	20-Apr-28	22-Jun-28	Owner FF&E																																																										
	2nd Floor		365d	10-Feb-27	14-Jul-28	2nd Floor																																																										
	Area A		310d	10-Feb-27	26-Apr-28	Area A																																																										
	CON-2081	Interior Demo	30d	10-Feb-27	23-Mar-27	Interior Demo																																																										
	CON-2083	Structual Steel & Concrete	55d	24-Mar-27	09-Jun-27	Structual Steel & Concrete																																																										
	CON-2134	MEP Hangers & Supports	15d	10-Jun-27	30-Jun-27	MEP Hangers & Supports																																																										
	CON-2135	New Spray Fireproofing	15d	01-Jul-27	22-Jul-27	New Spray Fireproofing																																																										
	CON-2088	Main Duct Work Installation	80d	23-Jul-27	12-Nov-27	Main Duct Work Installation																																																										
	CON-2089	Metal Stud Framing	20d	15-Nov-27	13-Dec-27	Metal Stud Framing																																																										
	CON-2092	Drywall, Ceiling, & Paint	30d	14-Dec-27	26-Jan-28	Drywall, Ceiling, & Paint																																																										
	CON-2099	Millwork Installation	20d	13-Jan-28	09-Feb-28	Millwork Installation																																																										

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ID	Name	Remaining Duration	Start	Finish	2026												2027												2028												2029												2030											
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J									
1	CON-2100	MEP & FP Finish	45d	13-Jan-28	15-Mar-28	MEP & FP Finish																																																										
	CON-2106	Interior Finishes	20d	10-Feb-28	08-Mar-28	Interior Finishes																																																										
	CON-2108	Owner FF&E	45d	24-Feb-28	26-Apr-28	Owner FF&E																																																										
	CON-2109	2A Punchlist	15d	16-Mar-28	05-Apr-28	2A Punchlist																																																										
	Area B		335d	24-Mar-27	14-Jul-28	Area B																																																										
	CON-2110	Interior Demo	35d	24-Mar-27	11-May-27	Interior Demo																																																										
	CON-2139	MEP Hangers & Support	15d	12-May-27	02-Jun-27	MEP Hangers & Support																																																										
	CON-2140	New Spray Fireproofing	15d	03-Jun-27	23-Jun-27	New Spray Fireproofing																																																										
	CON-2112	MEP & FP RI	115d	24-Jun-27	06-Dec-27	MEP & FP RI																																																										
	CON-2113	Metal Stud Framing	20d	07-Dec-27	05-Jan-28	Metal Stud Framing																																																										
	CON-2124	MEP & FP Finishes	15d	06-Jan-28	26-Jan-28	MEP & FP Finishes																																																										
	CON-2116	Drywall, Ceilings & Paint	30d	27-Jan-28	08-Mar-28	Drywall, Ceilings & Paint																																																										
	CON-2123	Millwork Installation	40d	09-Mar-28	03-May-28	Millwork Installation																																																										
	CON-2122	Ceiling Grid	4d	09-Mar-28	14-Mar-28	Ceiling Grid																																																										
	CON-2128	Interior Finishes	15d	17-Mar-28	06-Apr-28	Interior Finishes																																																										
	CON-2131	2B Punchlist	5d	04-May-28	10-May-28	2B Punchlist																																																										
	CON-2130	Owner FF&E	45d	11-May-28	14-Jul-28	Owner FF&E																																																										
	Mecanical Room 229		124d	12-May-27	04-Nov-27	Mecanical Room 229																																																										
	CON-2202	Protect Existing Equipment	5d	12-May-27	18-May-27	Protect Existing Equipment																																																										
	CON-2203	Maintain Temporary Power	5d	19-May-27	25-May-27	Maintain Temporary Power																																																										
	CON-2204	Interior Demo	30d	26-May-27	08-Jul-27	Interior Demo																																																										
	CON-2206	MEP Hangers & Supports	10d	09-Jul-27	22-Jul-27	MEP Hangers & Supports																																																										
	CON-2207	New Spray Fireproofing	5d	23-Jul-27	29-Jul-27	New Spray Fireproofing																																																										
	CON-2208	MEP & FP RI	35d	30-Jul-27	17-Sep-27	MEP & FP RI																																																										
	CON-2211	Set Electric Transformer, Gear, & Wiring	30d	20-Sep-27	29-Oct-27	Set Electric Transformer, Gear, & Wiring																																																										
	CON-2214	MEP & Finishes	19d	11-Oct-27	04-Nov-27	MEP & Finishes																																																										
	Roof		366d	06-Jan-27	09-Jun-28	Roof																																																										
	Area A 2nd Floor Green Roof		40d	10-Jun-27	05-Aug-27	Area A 2nd Floor Green Roof																																																										
CON-2017	Remove & Replace Roofing System	28d	10-Jun-27	20-Jul-27	Remove & Replace Roofing System																																																											
CON-2177	Green Roof System Installation	12d	21-Jul-27	05-Aug-27	Green Roof System Installation																																																											

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Appendix A

SUBMISSION FORMS

The following forms must be submitted and uploaded with the proposal. Failure to include these forms may lead to rejection of the proposal as non-responsive. Each form must be signed by a person authorized to bind the company. Electronic signatures are acceptable.

PUBLIC DISCLOSURE STATEMENT

Provide a YES or NO answer to the following three (3) questions. If you responded "yes" to any question, please explain (responding "yes" does not necessarily disqualify you from doing business with the County).

In the past five (5) years,

1. Has your firm referred any business (whether or not compensated) or otherwise had any financial dealings with any County elected official or County officer?

2. Have any officers or principals of your firm engaged in any dealings of a financial or personal nature with any County elected official or County officer?

3. Have any officers or principals of your firm been solicited for a campaign contribution by or on behalf of any County elected official or County officer?

☐ Confirm that you will comply in all respects with the Pennsylvania Public Official and Employees Ethics Act. 65 Pa.C.S.. § 1101 et seq.

Signature & Date

Typed/Printed Name

Title

CERTIFICATION AND REPRESENTATIONS OF OFFERORS

1. Certification of Eligibility

- a. The bidder certifies that neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm:
 - (1) Has been suspended, debarred or otherwise restricted by the County or any Department or Agency of the Federal Government or of any State Government from doing business with such County, Department, Agency or State for the period beginning 5 years prior to the date of this certification;
 - (2) Has experienced default or noncompliance under any contract with any governmental agency with which it has contracts for the period beginning 10 years prior to the date of this certification; or
 - (3) Has unresolved findings raised as a result of federal, state or local government audits, or any other governmental investigations concerning the offeror or any person or firm which has an interest in the offeror's firm under any of the offeror's contracts;
 - (4) Has defaulted on an obligation covered by a bond, and has not been the subject of a claim under any fidelity bond.
 - (5) Has been found by the Commonwealth of Pennsylvania to be in noncompliance with any applicable civil rights laws.
 - (6) Is a County Commissioner, County employee, or otherwise prohibited or limited by law from contracting with the County.
 - (7) Has been convicted of a felony and is not presently the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less.)
 - (8) Has been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. If offeror has been convicted of any act prohibited by State or Federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, offeror should attach an explanation of the circumstances surrounding that conviction.
- b. Statements above to which the offeror cannot certify (if any) have been deleted by striking through the words with a pen. The offeror has initialed each deletion (if any) and has attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which qualify the offeror as a responsible offeror for participation in this project.
- c. The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the

offeror knowingly rendered an erroneous certification, the contract may be terminated for default.

2. Contingent Fee Representation and Agreement

- a. The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
 - (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- b. If the answer to either (a) (1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the Chief Procurement Officer.
- c. Any misrepresentation by the bidder/offeror shall give the County the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certificate of Independent Price Determination

- a. The bidder/offeror certifies that:
 - (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law;
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition; and
- b. Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full
name of person(s) in the bidder/offeror's organization responsible for determining

the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- c. If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(1) Award of the contract may result in an unfair competitive advantage;

(2) The Contractor's objectivity in performing the contract work may be impaired; or

(3) That the Contractor has disclosed all relevant information and requested the County to make a determination with respect to this Contract.

- b. The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the County which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The County may, however, terminate the Contract for the convenience of the County if it would be in the best interest of the County.

- c. In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the County, the County may terminate the Contract for default.

- d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the County and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

☐ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Authorized Negotiators

The offeror represents that the following persons are authorized to negotiate on its behalf with the County in connection with this request for proposals:
(list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date

Typed/Printed Name

Title

LOCAL, SMALL, AND DIVERSE BUSINESS CONCERN CERTIFICATION

The Provider represents and certifies as part of its proposal that it:

☐ is, or ☐ is not a local business concern. A "Local business concern" as used in this provision, means a person, partnership, corporation or other business entity authorized to transact business in this County and having a bona fide establishment for transacting business in this County at which it was transacting business on the date when bids or proposals for the public contract were first solicited.

☐ is, or ☐ is not a small business concern. "Small business concern," as used in this provision, means a person, partnership, corporation or other business entity in the United States which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

☐ is, or ☐ is not a diverse business concern. "Diverse business concern" as used in this provision, means a person, partnership, corporation or other business entity in the United States which is owned or controlled by a majority of persons who are women, minorities, persons with disabilities, veterans, military-service-disabled veterans or LGBTQ+ (Note: Minority-owned businesses include but are not limited to Black/African American, Indigenous/Native American, Asian American or Hispanic/Latino-owned businesses).

The diverse vendor must be certified by a recognized third-party certifying organization.

If you are a qualified diverse vendor, you must (a) identify which minority group(s) apply, and (b) provide the Certifying Agency & Certification Number

(a) Specified Minority Group(s): _____

(b) Certifying Agency & Certification #: _____

Signature & Date

Typed/Printed Name

Title