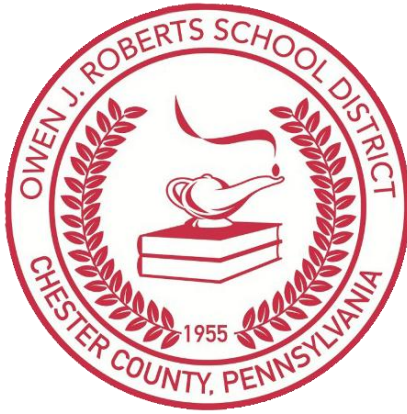


Project Manual – Volume 1



Prepared for:

Owen J. Roberts School District

901 Ridge Road
Pottstown, PA 19465

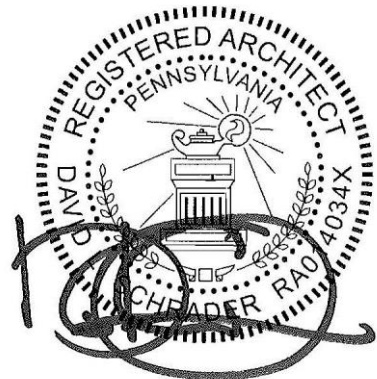
Project:

**Renovations to the Owen J. Roberts
District Services Center
932 Sanatoga Road
Pottstown, PA 19465**

Prepared by:

SCHRADERGROUP

A Hord Coplan Mach Studio
555 E. North Lane, Suite 5100
Conshohocken, Pennsylvania 19428



Bid Documents: July 24, 2026

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N/A

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SECTION 001200 - ADVERTISEMENT FOR BIDS

The Board of School Directors of the Owen J. Roberts School District is soliciting bids for:
Renovations to the OJR District Service Center.

Sealed bids will be received by Michael Shelgren, Director of Facilities, Owen J. Roberts School District's District Service Center (DSC), 932 Sanatoga Road, Pottstown, PA 19465 until Thursday August 27, 2026 at 2:00 p.m. prevailing time. At that time and place, sealed bids will be publicly opened and read. The District is not responsible for late delivery of mail and no bid will be accepted after 2:00 p.m., Thursday August 27, 2026.

PRIME CONTRACTORS can **REGISTER** and obtain Contract Documents by contacting BLUEEDGE, 1015 Chestnut Street, Philadelphia, PA. 19107 (phone: 215 627 6493 or or by downloading from the link below).

1. Contract Documents can be downloaded in .pdf format for a non-refundable cost of One Hundred Dollars (\$100.00) by accessing the following link:

<https://www.bluedgebuild.com/projects/8/details/owen-j-roberts-school-district>

Payment can be made via American Express, Visa, or MasterCard

In order to ensure **REGISTERED BIDDERS** receive addenda and bid related correspondence, requests for Bid Documents, shall include the following information:

1. Telephone number
2. Contact person
3. E-mail address for addenda

E-mailed questions should be directed to: SCHRADERGROUP architecture LLC, Attn: Dan D'Amico at ddamico@sgarc.com

PRE-BID CONFERENCE: The conference is scheduled for 11:00 a.m., Thursday August 6, 2026 and will begin at the Owen J. Roberts School District's District Service Center (DSC), 932 Sanatoga Road, Pottstown, PA 19465. Attendance at the pre-bid conference is **not** mandatory.

Each bid shall be accompanied by a certified check, a cashier's check, or the bid of an approved Surety Company, in an amount of not less than 10% of the amount of the proposal. Check or bond shall be drawn in favor of the Owen J. Roberts School District.

Proposals may not be withdrawn by the Bidder for a period not to exceed sixty (60) calendar days following the actual date of the opening thereof, except as provided by Act No. 4 (1974) of the General Assembly of the Commonwealth of Pennsylvania.

Owen J. Roberts School District reserves the right to reject any and all bids, and to waive any bid irregularities as permitted under Pennsylvania law.

David Francella
Director of Business and Operations
School Board Secretary

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SECTION 002000 – INSTRUCTIONS TO BIDDERS

This bid package was prepared on behalf of the Owen J. Roberts School District (hereinafter referred to as the “District,” the “School District” or “Owner”). The bid package includes the following documents, which along with any addenda issued by Owner before the opening of bids, and any Change Orders or Construction Change Directives after entering this Agreement, shall be the “Contract Documents” governing the bidding and contracting for this project:

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. Agreement with Contractor
- D. Amendments to AIA Document A104 – 2017
- E. Copy of AIA Document A104 – 2017
- F. Form of Payment Bond, AIA Document A312 – 2010
- G. Form of Performance Bond
- H. Instructions for Non-Collusion Affidavit and Non-Collusion Affidavit
- I. Description of Work and Technical Specifications
- J. Drawings
- K. Bid Form
- L. Prevailing Wage Rate Information

Prospective bidders are advised that this project **will be** subject to provisions of the Pennsylvania Prevailing Wage Act.

The following rules and procedures shall apply to bidding:

1. Bids must be submitted on the Bid Form supplied by the District. Each bid must be delivered to the Owen J. Roberts District Service Center, located at 932 Sanatoga Road, Pottstown, PA 19465, prior to the time stated in the advertisement for bids. This is the responsibility of the bidder. Bids received after the time set for bid opening, even if postmarked earlier, will not receive consideration. Bids will not be accepted by facsimile, email, or other forms of electronic delivery.
2. Bids shall be submitted sealed in an envelope that displays clearly the name of the project and contract being bid, the bid date and the time of bid opening.
3. All bids submitted must be typewritten or legibly written in ink, and must be signed by the bidder on the Bid Form supplied as part of this bid. Bids altered in any way will not be accepted (i.e. erasures, white out, etc.).
4. Bidders for construction projects shall visit the site to familiarize themselves with the work and all job conditions related to the work. In submitting a bid, a bidder represents that it has carefully examined the plans, specifications and site of the work and that from its own investigation it has satisfied itself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for performance of the work, the general and local conditions, and all other matters which may, in any way, effect the work or its performance.

5. Each bid shall be accompanied by bid security in the amount of 10% of the base bid, utilizing the AIA Document A310 – 2010 bid bond form, or utilizing a bank cashier or Treasurer's check payable to the Owen J. Roberts School District.
6. A payment bond covering 100% of the contract amount utilizing the AIA Document A312 – 2010 payment bond form, and a performance bond covering 100% of the contract amount utilizing the form included with this bid package, will be required before entering into a contract with the Owner, and within five (5) days of receiving a notice of intention to award a contract.
7. Additional rules governing bids:
 - a. Unless permitted by 73 P.S. § 1602 to withdraw a bid within two business days after the bid opening date due to a clerical mistake as opposed to a judgment mistake, no bid may be withdrawn before the expiration of sixty (60) days from the date established for the opening of the bids, or before the expiration of one hundred twenty (120) days in the event the award of bids is delayed by the required approval of another government agency, the sale of bonds or the award of grants.. All bids shall remain valid and acceptable for the foregoing length of time. This time may be extended by the mutual consent of the bidder and the District.
 - b. Bids will be publicly opened on the date, at the location and commencing at the time stated in the advertisement of bids. Bidders or their authorized agents may be present.
 - c. The District intends to accept the bid of the lowest responsible bidder complying with all bidding requirements. The District reserves the right to reject any or all bids, and to waive any bid irregularities as permitted under Pennsylvania law.
 - d. The bidder must demonstrate a successful track record in the performance of like work or the supplying of like product. **Four references** including name, address, telephone number, contact person, and scope of product or service provided are to be submitted with the Bid Form. In addition, before any award is made, the District may require satisfactory evidence to show that the bidder is a responsible bidder as contemplated under Pennsylvania law.
 - e. The bid shall include all costs to install the work by the bidder. Any damage to the District's building(s) or equipment caused by the bidder shall be the responsibility of the bidder.
 - f. The Non-Collusion Affidavit included in this bid package must be completed and submitted with the bid.

SECTION 002110 – BACKGROUND CHECKS

Act 34 Background Checks

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
SCHOOL SERVICES UNIT

The Child Protective Services Law (CPSL) requires certain individuals to obtain clearances in order to be employed, be a resource parent (foster or adoptive), or be a volunteer with children. The purpose for requiring clearances is to provide employers and those selecting volunteers with information to use as a part of a larger decision-making process when determining whether to hire someone as an employee or select them as a volunteer.

Clearances are required for an employee or unpaid volunteer at a minimum of every 12 months from the date of the oldest clearance. Clearances may be required more frequently based on licensure or employer requirements.

Agencies and organizations must ensure that clearances are obtained in accordance with the CPSL. The required clearances may include:

- [Pennsylvania Child Abuse History Clearance](#)
- [Pennsylvania State Police Criminal History Clearance](#)
- [Federal Bureau of Investigations \(FBI\) Criminal History Clearance](#)
(required for all employees and some volunteers)

Pennsylvania State Police (PSP)

Criminal History Clearance

COST

- Free — Volunteers
- \$22 — Employees, Foster/Adoptive Parents

How to Submit an Application

There are two methods of requesting a Pennsylvania Criminal record:

Online Request

The Pennsylvania State Police have established a web-based computer application called "[Pennsylvania Access To Criminal History \(PATCH\)](#)". Results are often received immediately when applied for online. If results are not immediately received, please note the following:

- If you provide your e-mail address in the application, PATCH will send messages stating:
 1. That the clearance request was received; and
 2. When your clearance results are completed and ready to be reviewed and printed.
- If you do not provide an e-mail address, then please document the control number so that you may log back into the PATCH system to obtain the clearance results when they are completed.

Paper Request

If you need a paper version of the application, please complete the following steps:

1. Go to "[Pennsylvania Access to Criminal History \(PATCH\)](#)"
2. Go to the "Help" option on the top of the page
3. When you hover over the "Help" option a drop down menu will appear
4. Scroll down and click on the form that you want to review and print

Questions

If you have questions about the Pennsylvania State Police Request for Criminal History Clearance form for employment (SP4 164) or to volunteer (SP4-164A), please call: Toll-free 1-888-783-7972.

Act 151 (Child Abuse) Background Checks

Child Abuse History Clearance (CY113)

Cost

- **Free** — Volunteers
- **\$13** — Employees, Foster/Adoptive

Note: Child abuse clearance fees for volunteers will continue to be waived one time every 57 months.

How to Submit an Application

Online Submission

The Pennsylvania Child Abuse History clearance can be submitted and paid for online through the [Child Welfare Information Solution \(CWIS\) self-service portal](#). Submitting an application online allows individual applicants to receive their results through an automated system that will notify them once their results have been processed. Applicants will be able to view and print their results online.

The self-service portal also provides organizations the ability to create business accounts to prepay for child abuse clearances and have online access to the results. Organizations who want to set up business accounts must first register for a Business Partner User account using the "Organization Account Access" link on the Child Welfare Portal. Organization accounts will allow businesses and organizations to purchase child abuse history clearance payment codes and distribute those codes to applicants. When an applicant uses a code given to them by an organization, the organization will have access to the applicant's child abuse history clearance results once those results are processed.

Paper Submission

- [CY113 form — Child Abuse Clearance \(English\)](#)
- [CY113 form — Child Abuse Clearance \(Spanish\)](#)
- [CY 999 — Consent/Release of Information Authorization Form](#)

Paper submissions of the Pennsylvania Child Abuse History Clearance application will still be accepted for anyone who may not have access to the internet, or who may be unable to access the self-service portal due to their attempting to access the system

from outside the United States. Please note, results will be received more quickly if applied for electronically through the [self-service portal](#). Submit paper applications to:

ChildLine and Abuse Registry
Pennsylvania Department of Human Services
PO Box 8170
Harrisburg, PA 17105-8170

The instructions for how to complete the Pennsylvania Child Abuse History Clearance application are now included on the last page of the application and can be printed for easy reference when completing the application. Failure to comply with the instructions that are attached to the application will cause considerable delay in processing the results.

Applicants can now type their information directly onto the application or the information can be legibly handwritten onto the application.

If the information is typed directly onto the application, the information will NOT be able to be saved on a computer unless the computer has a licensed version of the acrobat adobe software. Therefore, please be sure to print the completed application before closing the document so that the information typed on the application is not lost.

If you have trouble accessing the application you may need to download the latest version of Adobe Reader, which is available free on the internet.

Once the application is received in the ChildLine and Abuse Registry's Verification Unit, the results of the Pennsylvania Child Abuse History Clearance will be mailed to the applicant's address that was noted on the application within 14 days from the date that the application is received in the ChildLine Verification Unit.

An applicant can request that a Pennsylvania Child Abuse History Clearance be mailed to an organization by completing a Consent Release of Information Authorization Form. Both the applicant and organization must sign the form and the form must be attached to a paper Child Abuse History Clearance application submitted via mail in order for the results to be released to the organization. Older versions of the Consent Release Form without a signature line for the organization will not be accepted and the certification result will be returned directly to the applicant, not the organization.

NOTE: Results cannot be sent to someone other than the applicant if applying for a Child Abuse History Clearance electronically via the online link above. If an organization pays the application fee, they will have the ability to access an applicant's results online if they set up a business account and provide the prepaid code to the applicant.

Questions

For questions related to the Pennsylvania Child Abuse History Clearance, please contact the ChildLine Verification Unit at 717-783-6211 or toll free at 1-877-371-5422.

Federal Criminal History Background Checks

Federal Bureau of Investigation (FBI) Criminal History Clearance

- **Effective September 21, 2022** — DHS applicants who register under Identogo for fingerprints will now have the opportunity to receive their results electronically. [Read more here.](#)
- **February 17, 2022** — The Clearance Verification Unit will be modifying the content of the FBI result letter. This change will ensure additional protection of CJIS (Criminal Justice Information Services) for the applicant. The outcome of the result will continue to be either Eligible or Ineligible. If you have any questions please contact the Clearance Unit at 1- 877-371-5422.
- **April 17, 2021** — ChildLine has changed the format of the FBI Fingerprint Clearance Result letter. The major change you will observe in new format is the consolidation of result boxes. Instead of the four checkboxes previously used on the letter, all result letters now display only two boxes and either "ELIGIBLE" or "INELIGIBLE" will be checked. Any agency that receives these result letters and wishes to verify the validity may contact ChildLine at 1-877-371-5422. We cannot discuss the specific outcome for the applicant(s) with third parties, but can verify your receipt of the new letter template.

The commonwealth contracts with [IDEMIAOpens In A New Window](#) (also referred to as Identogo or MorphoTrust) for digital fingerprinting. You can register with IDEMIA and be fingerprinted at an Identogo site. The fingerprint-based background check is a multi-step process.

For questions about FBI clearances, contact the ChildLine Verification Unit at 717-783-6211 or 1-877-371-5422. For IDEMIA registration, processing, or billing questions, please contact IDEMIA/Identogo at 1-844-321-2101.

Use service code 1KG6XN for FBI fingerprinting. For all instances where applicable "employment" should be selected for the reason, not "volunteer".

Cost

- **\$25.25** — Employees, Foster/Adoptive Parents
- **\$23.25** — Volunteers

Fingerprinting Process

You can register for an appointment to be fingerprinted two ways:

- **Online:** Go to www.Identogo.comOpens In A New Window
- **Telephone:** Call 1-844-321-2101 and listen to the options menu.

When you, your employee or volunteer register, please be ready to provide a service code. If you need assistance in determining the appropriate service code, please contact the Office of Children, Youth, and Families at RA-PWCPSLQuestions@pa.gov. Once the appropriate service code is obtained, provide the code to the volunteer or employee so they can register. Please note that the DHS Volunteer service code would include all volunteer services. It is titled "DHS" because it is a Department of Human Services Child Protective Services Law (CPSL) requirement.

All applicants will also need to refer to the list of acceptable identification documents. Applicants must present one of the identification documents at the [Idemia fingerprinting locationOpens In A New Window](#).

Appointments are not required when you register, you may walk-in during a location's posted hours of operation, but scheduling an appointment may lead to lesser/no wait times. In order to preregister for a FBI background check and/or find a fingerprinting location, applicants should access the [IDEMIA websiteOpens In A New Window](#). It is strongly encouraged that the employee or volunteer contact the site prior to going there as the information on the IDEMIA website may differ from actual hours of operation.

Minors Requiring FBI Digital Fingerprinting

If a minor applicant does not have acceptable identification at the time of the fingerprinting appointment they must present:

- The Pennsylvania Photo ID Waiver for Minors form; AND
- One of the listed identification documents for the minor (listed in [the waiver](#)), which includes:
 - Original or certified copy of a birth certificate issued by the appropriate Bureau of Vital Statistics or equivalent agency from a U.S. state, U.S. territory, the District of Columbia, or a

Canadian province. A birth record issued by a hospital is not acceptable under this category;

- Original or certified copy of a U.S Department of State Certification of Birth Abroad issued to U.S citizens born abroad (Form FS-240, DS-1350, or FS-545);
- Original or certified copy of court order with name and date of birth indicating an official change of name and/or gender from a U.S. state, U.S. territory, the District of Columbia, or Canadian providence; or
- Social Security Card (actual card).

Department of Education

If you need a clearance for the purposes of working or volunteering for the Pennsylvania Department of Education, please contact them for the appropriate service codes. You may e-mail them at RA-PDE-SCHOOLSERVICE@pa.gov. The Pennsylvania Department of Education also utilizes Idemia to complete digital fingerprinting for the FBI Criminal History clearance for prospective employees of public and private schools. Under Act 114 of 2006, ALL prospective school employees, school contractors and student teachers are to use the Pennsylvania Department of Education system. This includes but is not limited to: Teachers, School Administrators, Substitute Teachers, Teaching Assistants, PIAA Sports Officials, School Bus Drivers, and Student Teachers. For more information regarding Act 114, and background check requirements for public schools, private schools and student teachers go to the Pennsylvania Department of Education website or email the Pennsylvania Department of Education.

Payment Process

Employees or volunteers are required to pay for fingerprinting at the time of service. If an employer is paying, an authorization code must be provided; otherwise the employee or volunteer will be required to pay out of pocket. If an employer wishes to set up a payment agreement with IDEMIA/IdentoGo/Morphotrust, please scroll down to the end of the page titled, "IDEMIA Payment Option" for more information.

If you are an organization or agency accessing this site to inquire about remaining or becoming a Commonwealth affiliate fingerprinting site, or questions surrounding equipment, please note the following important information:

If you would like your location to remain a commonwealth-affiliated fingerprinting site or become a fingerprint site, please visit www.identogo.com/partners Opens In A New Window.

- At the bottom of that page is a link to their Partner Inquiry Form.

- Express interest by providing IDEMIA with your business' information. Your inquiry will go to their partner team for follow up. Public and private agreements are considered.
- If there is no need in your specific area, you will receive an email letting you know IDEMIA will hold onto your information until a need arises.
- IDEMIA has a process in place for approving locations and equipment. For more information, visit www.identogo.com[Opens In A New Window](#) or call 844-321-2101.

IDEMIA Payment Option — No Charge Authorization Code (NCAC)

IDEMIA offers employers the option to pay for digital fingerprinting services using an NCAC Agreement. Interested employers must go to the website at: IdentoGo.com[Opens In A New Window](#) to find, complete, and submit the Idemia NCAC Agreement. This agreement is backed by a credit card, which must be provided at time of account setup. The account must be established prior to sending applicants to the fingerprint site.

Questions

If you have additional questions, please contact IDEMIA by phone, toll free at (844) 321-2101.

Effective: September 21, 2002

DHS Identogo Applicants and Receiving Electronic Results

DHS applicants who register under Identogo for fingerprints will now have the opportunity to receive their results electronically.

This opportunity applies to results with no record. During the registration process you will be asked for an email address and you will be asked to create a security question and a security answer. It is very important that once you create your security question and answer that you retain this information. 3 unsuccessful logins will prevent you from retrieving your results. This information cannot be reset. Shortly after your fingerprints have been taken and a result can be provided, you will receive an email. You will be advised to click on the link within the email and enter your security question and answer. If you lock yourself out of your security question and answer your result will be

mailed by US Mail. Current Mailing timelines take 7-10 business days to reach the intended destination.

When you do access your result it is important that you be able to download it, save it and print it for future needs. There will be no second access to this electronic result.

Additionally, If you registered for your fingerprints on August 30, 2022 or after and used the purpose type of employee 14 years of age or older and having contact with children, provided a valid email address and created a security question and answer you will receive your result via email notification. This will occur after September 21, 2022.

If any result has a record associated with it, those results will not be electronically available and can only be mailed by US Mail. Current Mailing timelines take 7-10 business days to reach the intended destination.

Owen J. Roberts School District requires all background checks and clearance to be dated within one year of submission to the District for owner approval. Clearances must be submitted to the District within 20 days of contract finalization, or three weeks prior to construction starting, whichever is sooner.

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SECTION 004100 – GC BID FORM

BID FORM

FOR

CONTRACT NUMBER: 1

CONTRACT NAME: General Construction

FOR

Renovations to the Owen J. Roberts School District, District Service Center

932 Sanatoga Road, Pottstown, PA 19465

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465***

In conformity with the Plans and Specifications as prepared by Schradergroup, 555 E. North Lane Conshohocken PA 19428, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "Owen J. Roberts School District, 901 Ridge Road, Pottstown, PA 19465", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

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

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

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

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

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

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

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

Bid Withdrawal

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

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

Item A. BASE BID:

For all General Construction Work, complete, for the OJR District Service Center Renovation project, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

Item B. ALTERNATES: See Section 012300 for Full Description

No alternates for this Prime Contract.

Item C. UNIT PRICES

Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT the contract where appropriate.

Schedule of Unit Prices:

UNIT PRICE 1: BIDDER agrees to provide additional miscellaneous structural steel including, but not limited to, wide flange shapes, HSS sections, angles, plates and channels, fully fabricated, shop-primed as necessary, and erected in accordance with the applicable Division 5 Section at the following Unit Price. Allowance shall include labor for field installation conditions (e.g.: cutting, drilling, bolting and/or welding).

The contract Unit Price per ton for Unit Price 1 work is: \$_____ per Ton

UNIT PRICE 2: BIDDER agrees to provide 1/2" thick cementitious self-leveling floor underlayment at the following Unit Price.

The contract Unit Price per ton for Unit Price 2 work is: \$_____ per SF

UNIT PRICE 3: BIDDER agrees to provide concrete infill for floor slab area at the following Unit Price.

The contract Unit Price per ton for Unit Price 3 work is: \$_____ per CY

UNIT PRICE 4: BIDDER agrees to provide spray foam insulation where directed at the following Unit Price.

The contract Unit Price per ton for Unit Price 4 work is: \$_____ per CF

UNIT PRICE 5: BIDDER agrees to provide an additional 72" x 48" Dry Marker Board at the following Unit Price.

The contract Unit Price per ton for Unit Price 5 work is: \$_____ **Each**

UNIT PRICE 6: BIDDER agrees to provide an additional 48" x 48" Tack Board at the following Unit Price.

The contract Unit Price per ton for Unit Price 6 work is: \$_____ **Each**

UNIT PRICE 7: BIDDER agrees to provide Acoustic Ceiling Tile Type ACT1 and grid at the following Unit Price.

The contract Unit Price per ton for Unit Price 7 work is: \$_____ **per SF**

UNIT PRICE 8: BIDDER agrees to provide a laborer (Class 03) at the following fully burdened rate.

The contract Unit Price per ton for Unit Price 8 work is: \$_____ **per Hour**

UNIT PRICE 9: BIDDER agrees to provide 3/4" plywood roof sheathing at the following Unit Price

The contract Unit Price per ton for Unit Price 9 work is: \$_____ **per SF**

UNIT PRICE 10: BIDDER agrees to remove wet/damaged roofing insulation and install new polyisocyanurate insulation at 6" thickness at the following Unit Price.

The contract Unit Price per ton for Unit Price 10 work is: \$_____ **per SF**

Item D. ALLOWANCES

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

Quantity Allowance:

Quantity Allowance 1: 2 Tons of Unit Price 1 Work: \$ _____

Quantity Allowance 2: 2,000 square feet of Unit Price 2 Work: \$ _____

Quantity Allowance 3: 10 cubic yards of Unit Price 3 Work: \$ _____

Quantity Allowance 4: No Allowance for Unit Price 4 Work.

Quantity Allowance 5: 4 each of Unit Price 5 Work: \$ _____

Quantity Allowance 6: 4 each of Unit Price 6 Work: \$ _____

Quantity Allowance 7: 1,000 square feet of Unit Price 7 Work: \$ _____

Quantity Allowance 8: 120 hours of Unit Price 8 Work: \$ _____

Quantity Allowance 9: 500 square feet of Unit Price 9 Work: \$ _____

Quantity Allowance 10: 500 square feet of Unit Price 10 Work: \$ _____

TOTAL ALLOWANCE (INCLUDE IN BASE BID PRICE): \$ _____

Name of Contractor

ATTACHMENTS:

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

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

ACCEPTANCE OF ADDENDA:

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

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

SIGNATURES

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

(Individual Bidder)

Seal
WITNESS

Trading and doing business as

Business
Address: _____

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

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

(Partnership Bidder)

Seal

WITNESS

_____ Partner _____ Seal

_____ Partner _____ Seal

_____ Partner _____ Seal

Business Address: _____

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

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

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

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

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

END OF BID FORM

SECTION 004100 – MC BID FORM

BID FORM

FOR

CONTRACT NUMBER: 2

CONTRACT NAME: Mechanical Construction

FOR

Renovations to the Owen J. Roberts School District, District Service Center

932 Sanatoga Road, Pottstown, PA 19465

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465***

In conformity with the Plans and Specifications as prepared by Schradergroup, 555 E. North Lane Conshohocken PA 19428, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "Owen J. Roberts School District, 901 Ridge Road, Pottstown, PA 19465", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

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

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

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

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

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

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

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

Bid Withdrawal

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

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

Item A. BASE BID:

For all Mechanical Construction Work, complete, for the OJR District Service Center Renovation project, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

Item B. ALTERNATES: See Section 012300 for Full Description

Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

Alternate No. 1 – ATC System _____ ADD / DEDUCT: _____
_____ Dollars (\$ _____)

Alternate No. 2 – ATC System _____ ADD / DEDUCT: _____
_____ Dollars (\$ _____)

Item C. UNIT PRICES

Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT the contract where appropriate.

Schedule of Unit Prices:

1. Unit Price No. M1: Grilles and Diffusers.
 - a. Description: Furnish and install additional grilles and diffusers in size 24x24:
 - b. Comply with requirements for Division 23.
 - c. Unit of Measurement: Per piece. **\$ _____ Each**
2. Unit Price No. M2: Butterfly Valves.
 - a. Description: Furnish and install additional 6" butterfly valve:
 - b. Comply with requirements for Division 23.
 - c. Unit of Measurement: Per piece. **\$ _____ Each**
3. Unit Price No. M3: Ball Valves.
 - a. Description: Furnish and install additional 2" ball valve:
 - b. Comply with requirements for Division 23.
 - c. Unit of Measurement: Per piece. **\$ _____ Each**

4. Unit Price No. M4: Steel Pipe.
 - a. Description: Furnish and install 6" schedule 40 steel piping with insulation:
 - b. Comply with requirements for Division 23.
 - c. Unit of Measurement: Per Linear Foot. **\$ _____ per LF**
5. Unit Price No. M5: Copper Pipe.
 - a. Description: Furnish and install 2" Type L copper piping with insulation:
 - b. Comply with requirements for Division 23.
 - c. Unit of Measurement: Per Linear Foot. **\$ _____ per LF**
6. Unit Price No. M6: TAB Assistance.
 - a. Description: Provide TAB Assistance for general troubleshooting and corrective action as directed by the District and the TAB Contractor hired by the District.
 - b. Comply with requirements for Division 23, Section 230593.
 - c. Unit of Measurement: Per Hour. **\$ _____ per Hour**
7. Unit Price No. M7: Thermostat/Humidistat.
 - a. Description: Furnish and install additional wall mounted thermostat/humidistat:
 - b. Comply with requirements for Division 23.
 - c. Unit of Measurement: Per piece. **\$ _____ Each**
8. Unit Price No. M8: Sheet Metal.
 - a. Description: Furnish and install with insulated galvanized sheet metal ductwork, fabricated in nominal 48" x 24" x 48" sections, low pressure.
 - b. Comply with requirements for Division 23.
 - c. Unit of Measurement: Per Pound(lb). **\$ _____ per lb.**

Item D. ALLOWANCES

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

Quantity Allowance:

1. Quantity Allowance No. M-1: Grilles and Diffusers:
Furnish and install additional grilles and diffusers in size 24x24:
6 x unit price: **\$ _____**
2. Quantity Allowance No. M-2: Butterfly Valves:
Furnish and install additional 6" butterfly valve, 4 x unit price: **\$ _____**
3. Quantity Allowance No. M-3: Ball Valves:
Furnish and install additional 2" ball valve, 10 x unit price: **\$ _____**
4. Quantity Allowance No. M-4: Steel Pipe:
Furnish and install 6" schedule 40 steel piping with
insulation, 50 ft x unit price: **\$ _____**
5. Quantity Allowance No. M-5: Copper Pipe:
Furnish and install 2" Type L copper piping with
insulation, 100 ft x unit price: **\$ _____**

6. Quantity Allowance No. M-6: TAB Assistance:
Provide TAB Assistance for general troubleshooting
and corrective action as directed by the District and the TAB
Contractor hired by the District. 60 Hours x unit price: \$ _____
7. Quantity Allowance No. M-7: Thermostat/Humidistat:
Furnish and install additional wall mounted
thermostat/humidistat, 6 x unit price: \$ _____
8. Quantity Allowance No. M-8: Sheet Metal: Furnish and install
with insulated galvanized sheet metal ductwork, fabricated in
nominal 48" x 24" x 48" sections, low pressure.
200 lbs x unit price: \$ _____

TOTAL ALLOWANCE (INCLUDE IN BASE BID PRICE): \$ _____

Name of Contractor

ATTACHMENTS:

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

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

ACCEPTANCE OF ADDENDA:

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

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

SIGNATURES

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

(Individual Bidder)

Seal
WITNESS

Trading and doing business as

Business
Address: _____

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

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

(Partnership Bidder)

Seal

WITNESS

Partner **Seal**

Partner **Seal**

Partner **Seal**

Business Address: _____

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

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

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

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

END OF BID FORM

SECTION 004100 – EC BID FORM

BID FORM

FOR

CONTRACT NUMBER: 3

CONTRACT NAME: Electrical Construction

FOR

Renovations to the Owen J. Roberts School District, District Service Center

932 Sanatoga Road, Pottstown, PA 19465

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465***

In conformity with the Plans and Specifications as prepared by Schradergroup, 555 E. North Lane Conshohocken PA 19428, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "Owen J. Roberts School District, 901 Ridge Road, Pottstown, PA 19465", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

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

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

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

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

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

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

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

Bid Withdrawal

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

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

Item A. BASE BID:

For all Electrical Construction Work, complete, for the OJR District Service Center Renovation project, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

Item B. ALTERNATES: See Section 012300 for Full Description

No alternates for this Prime Contract.

Item C. UNIT PRICES

Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT the contract where appropriate.

Schedule of Unit Prices:

1. Unit Price No. E1: Duplex Receptacle. \$ _____
 - a. Description: Provide and install duplex receptacle, outlet box, 100' of $\frac{3}{4}$ " conduit, wire (2#12 and 1#12 ground), and provide 1 branch circuit protective device within the panelboard.
 - b. Comply with requirements for Division 26.
 - c. Unit of Measurement: Per Unit.
2. Unit Price No. E2: Tele/Data Outlet. \$ _____
 - a. Description: Provide and install tele/data outlet, outlet box, plate, double jack, 25' of $\frac{3}{4}$ " conduit, 100' of Cat. 6 data cable, terminations at both workstations and wiring closet ends and testing.
 - b. Comply with requirements for Division 27.
 - c. Unit of Measurement: Per Unit.
3. Unit Price No. E3: Fire Alarm Combination Device. \$ _____
 - a. Description: Provide and install fire alarm combination audible/visual signals (60cd) including 50' of $\frac{3}{4}$ " conduit, interconnecting cable and connections.
 - b. Comply with requirements for Division 28.
 - c. Unit of Measurement: Per Unit.
4. Unit Price No. E4: Occupancy Sensors. \$ _____

- d. Description: Provide an additional occupancy sensor (type as required for space) consisting of junction or backbox, mounting equipment, cabling, conduit and all terminations and connections to the lighting control pack.
 - a. Comply with requirements for Division 26.
 - b. Unit of Measurement: Per Unit.
5. Unit Price No. E5: Control Power Pack. \$ _____
- a. Description: Provide an additional control/power pack consisting of junction box, mounting equipment, cabling, conduit and all terminations and connections to the circuit, lights and lighting control accessories such as occupancy sensors, network bridges, etc
 - b. Comply with requirements for Division 26.
 - c. Unit of Measurement: Per Unit.
6. Unit Price No. E6: Wireless Access Points. \$ _____
- a. Description: Provide a wireless access point with 100 lf of cabling plus two data drops per access point.
 - b. Comply with requirements for Division 27.
 - c. Unit of Measurement: Per Unit.
7. Unit Price No. E7: Type A1 light fixture. \$ _____
- a. Description: Provide an additional type 'A1' light fixture with 20 feet of circuiting, hung in place, with any accessories.
 - b. Comply with requirements for Division 26.
 - c. Unit of Measurement: Per Unit.
8. Unit Price No. E8: Journeyman Electrician Labor. \$ _____
- a. Description: Provide a journeyman electrician laborer for Owner's use for work as directed by the Owner's Representative and at his discretion.
 - b. Unit of Measurement: Per Man-hour.

Item D. ALLOWANCES

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

Quantity Allowance:

- 1. Quantity Allowance No. E-1: DUPLEX RECEPTACLE– Provide and install five (5) Duplex Receptacles in accordance with Unit Price No. E1. \$ _____
- 2. Quantity Allowance No. E-2: TELE/DATA OUTLET– Provide and install five (5) Tele/Data Outlets in accordance with Unit Price No. E2. \$ _____
- 3. Quantity Allowance No. E-3: FIRE ALARM COMBINATION DEVICE – Provide and install five (5) Fire Alarm Combination Devices in accordance with Unit Price No. E3. \$ _____

4. Quantity Allowance No. E-4: OCCUPANCY SENSORS – Provide and install five (5) Occupancy Sensor Devices in accordance with Unit Price No. E4. \$ _____
5. Quantity Allowance No. E-5: CONTROL POWER PACK – Provide and install five (5) Control Power Packs in accordance with Unit Price No. E5. \$ _____
6. Quantity Allowance No. E-6: WIRELESS ACCESS POINTS – Provide and install three (3) Wireless Access Points in accordance with Unit Price No. E6. \$ _____
7. Quantity Allowance No. E-7: TYPE A1 LIGHT FIXTURE – Provide and install five (5) Type A1 Light Fixtures in accordance with Unit Price No. E7. \$ _____
8. Quantity Allowance No. E-8: JOURNEYMAN ELECTRICIAN HOURS – Provide twenty (20) Journeyman Electrician Hours in accordance with Unit Price No. E8. \$ _____

TOTAL ALLOWANCE (INCLUDE IN BASE BID PRICE): \$ _____

Name of Contractor

ATTACHMENTS:

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

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

ACCEPTANCE OF ADDENDA:

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

Addendum No.

Dated

SIGNATURES

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

(Individual Bidder)

_____ **Seal**

WITNESS

Trading and doing business as

Business

Address: _____

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

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

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Seal**
Partner

_____ **Seal**
Partner

_____ **Seal**
Partner

Business Address: _____

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

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

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

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

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

END OF BID FORM

SECTION 004100 – PC BID FORM

BID FORM

FOR

CONTRACT NUMBER: 4

CONTRACT NAME: Plumbing Construction

FOR

Renovations to the Owen J. Roberts School District, District Service Center

932 Sanatoga Road, Pottstown, PA 19465

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465***

In conformity with the Plans and Specifications as prepared by Schradergroup, 555 E. North Lane Conshohocken PA 19428, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "Owen J. Roberts School District, 901 Ridge Road, Pottstown, PA 19465", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

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

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

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

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

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

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

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

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

Bid Withdrawal

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

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

Item A. BASE BID:

For all Plumbing Construction Work, complete, for the OJR District Service Center Renovation project, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

Item B. ALTERNATES: See Section 012300 for Full Description

No alternates for this Prime Contract.

Item C. UNIT PRICES

Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT the contract where appropriate.

Schedule of Unit Prices:

1. Unit Price No. P1: Additional 3/4" insulated domestic water piping.
 - a. Description: Provide and install 50' of insulated domestic water piping, hangers, accessories, ball valve and fittings in accordance with the applicable Division 22 Sections.
 - b. Comply with requirements for Division 22.
 - c. Unit of Measurement: Per Unit. \$ _____
2. Unit Price No. P2: Ball Valves.
 - a. Description: Furnish and install (5) additional 1/2" ball valve
 - b. Comply with requirements for Division 22.
 - c. Unit of Measurement: Per piece. \$ _____
3. Unit Price No. P3: Ball Valves.
 - a. Description: Furnish and install (5) additional 3/4" ball valve:
 - b. Comply with requirements for Division 22.
 - c. Unit of Measurement: Per piece. \$ _____
4. Unit Price No. P4: Journeyman Plumber Labor.
 - a. Description: Provide a journeyman Plumber for Owners use for work as directed by Owner's Representative and at his discretion.
 - b. Unit of Measure: Per Man-hour \$ _____

Item D. ALLOWANCES

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

Quantity Allowance:

1. Quantity Allowance No. P1: Additional 3/4" insulated domestic water piping
Furnish and install additional 50' unit price: \$ _____
2. Quantity Allowance No. P-2: Ball Valves:
Furnish and install additional 3/4" ball valve, 5 x unit price: \$ _____
3. Quantity Allowance No. P-3: Ball Valves:
Furnish and install additional 1" ball valve, 5 x unit price: \$ _____
4. Quantity Allowance No. P-4: Journeyman Plumber:
Provide 40 hours for Journeyman Plumber. 40 x unit price \$ _____

TOTAL ALLOWANCE (INCLUDE IN BASE BID PRICE): \$ _____

Name of Contractor

ATTACHMENTS:

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

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

ACCEPTANCE OF ADDENDA:

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

Addendum No.

Dated

SIGNATURES

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

(Individual Bidder)

Seal
WITNESS

Trading and doing business as

Business
Address: _____

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

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

(Partnership Bidder)

Seal

WITNESS

Partner **Seal**

Partner **Seal**

Partner **Seal**

Business Address: _____

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

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

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

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

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

END OF BID FORM

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SECTION 004200 – BID ATTACHMENTS

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

1. Bid Bond (AIA A310 – 2010)
2. Contractor Qualification Statement (AIA A305 – 1986)
3. Non-Collusion Affidavit
4. Commonwealth of PA – Public Works Employment Verification Form

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

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DRAFT AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Owen J. Roberts School District
901 Ridge Road

Pottstown, PA 19465

BOND AMOUNT: \$

PROJECT:

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

Renovations to the Owen J. Roberts School District, District Services Center

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

ADDITIONS AND DELETIONS:

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

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

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

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

Signed and sealed this [] day of [],

(Witness)

(Witness)

(Contractor as Principal)

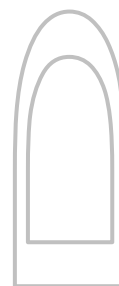
(Seal)

(Title)

(Surety)

(Seal)

(Title)



DRAFT AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Mr. Mike Shelgren

ADDRESS: Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

NAME OF PROJECT: *(if applicable)* Capital Mechanical Improvements for the Owen J. Roberts School District

TYPE OF WORK: *(file separate form for each Classification of Work)*

- ☐ General Construction
☐ HVAC
☐ Electrical
☐ Plumbing
☐ Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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- § 1.3.2 State of incorporation:
§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name:
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

- § 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

- § 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

SECTION 004200 – NON-COLLUSION AFFIDAVIT OF CONTRACTOR

A. INSTRUCTIONS FOR NON-COLLUSION AFFIDAVET

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

State of Pennsylvania

County of Chester

I state that I am _____ of
(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____(name of firm), its affiliates, subsidiaries, officers, directors and employees are not under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (explain any exceptions):

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the **Owen J. Roberts School District** in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **Owen J. Roberts School District** of the true facts relating to the submission of bids for this contract.

(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____.

(Notary Public)

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

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COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

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SECTION 004210 - WAIVER OF LIENS/MECHANICS' LIEN WAIVER

Chester County, Pennsylvania _____, 20__

OWNER: Owen J. Roberts School District ("Owner")

CONTRACTOR: _____ ("Contractor")

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

PROJECT: All labor and material necessary for the Capital Mechanical Improvements for the Owen J. Roberts School District project in Chester County, Pennsylvania ("Project").

1. Contractor hereby stipulates and agrees for payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor or materials to any of them, shall not file a lien, commonly called a mechanics' lien, or claim for any and all amounts that are, from time-to-time, owed by the Owner against the Project or improvements thereon, and any leasehold interests therein, or any part thereof, for any labor or materials furnished. All Subcontractors, Sub-subcontractors, materialmen, or any other person furnishing labor or materials to any of them or to the Contractor for the Project or improvements thereon, any leasehold interests therein, or any part thereof, shall look to and hold the Contractor personally liable for all Subcontracts, labor or materials furnished to the Project or improvements thereon, so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner for and about the erection, construction and completion of the Project or improvements thereon, and any leasehold interests therein, or any part thereof, or with respect to labor and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements on the Project and any leasehold interests therein, or any part thereof.

2. This Waiver of Liens/Mechanics' Lien Waiver, waiving the right of lien, shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements at the Project and any leasehold interests therein.

3. In the event Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor and materials to any of them, files any mechanics' lien or claim, each hereby irrevocably waives any right to jury trial in any action to strike or discharge the lien.

4. Without limitation of the foregoing, this Waiver of Liens/Mechanics' Lien Waiver is made and intended to be filed with the Office of the Prothonotary of the county or counties in which the Project is located in accordance with the requirements of Section 402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania (49 P.S. § 1402), as amended and supplemented.

5. Each of the terms, provisions, covenants, conditions of this Waiver of Liens/Mechanics' Lien Waiver, as the case may be, shall be binding upon and inure to the

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

6. In order to give the Owner full power and authority to protect itself and the Project against any and all claims filed by the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, the said Contractor, for itself and all persons or entities acting through it, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear for it or any of them, in any of the said Courts of Common Pleas as Attorney for it and in its name, mark any and all claims satisfied of record at the cost and expense of the Contractor, including, without limitation, all legal fees (e.g., fees of attorneys, paralegals, and any other legal professionals) related thereto, any and all claims or claim, lien or liens, filed by or for the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, or in its or their name against the Project or any part thereof. For such act or acts this shall be good and sufficient warrant and authority and a reference to the Court, Term, and Number in which and where this Waiver of Liens/Mechanics' Lien Waiver shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in anyway touching or concerning the same.

7. In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees, professional fees, or other costs or expenses in defending, removing, marking satisfied any mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments related to the Project, the Contractor will be solely responsible for those amounts incurred by the Owner, which will be deducted to the extent available, from any amounts due the Contractor under the Contract. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the Owner within ten (10) days of receipt of the Owner's invoice for such legal fees, professional fees or other costs and expenses.

[signature page follows]

IN WITNESS WHEREOF, Contractor, acting by its duly authorized officers and intending to be legally bound, has hereunto caused this instrument to be duly executed as of the day and year first above written.

CONTRACTOR:

By: _____
Title: _____

Witness

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF _____

:

On this ____ day of _____, 20 __, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a Pennsylvania _____, and that he/she as such officer, being authorized to do so, executed the foregoing Waiver of Liens/Mechanics' Lien Waiver for the purposes therein contained by signing the name of the company by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: _____

TO THE PROTHONOTARY:

Please index this instrument in the name of the Owner as plaintiff and Contractor as defendant and in the name of the Owner as defendant and Contractor as plaintiff.

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**SECTION 005200 - AGREEMENT BETWEEN OWNER AND CONTRACTOR
AIA A104-2017 (AMENDED)**

This is an agreement (the "Agreement") dated _____, between
Owen J. Roberts School District, 901 Ridge Road, Pottstown, PA 19465 ("Owner") and the
following trade contractor,

____ ("Contractor"), for Contractor to perform work on a construction project for Owner.

In exchange for the consideration identified herein, and intending to be legally bound,
Owner and Contractor agree that this Agreement incorporates the terms of AIA Document A104
– 2017 (Standard Abbreviated Form of Agreement Between Owner and Contractor), as
amended in accordance with the terms below.

The specifics of this Agreement are as follows:

1. Project name: Renovations to the Owen J. Roberts District Service Center
2. Type of work to be performed by Contractor (general trades, electrical, plumbing, HVAC,
etc.): _____
3. Architect (or other consultant who shall be perform duties assigned to the "Architect"):

- ____
4. Contract sum:

5. By signing below, Owner and Contractor agree to the terms of AIA Document A104 –
2017, and the following Amendments thereto:

For Contractor (name and title): _____

For Owner (School Board President) _____

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This section contains ten (25) pages, not including this cover page.

SECTION 005210 – AMENDMENTS TO AIA A104-2017

These amendments contain modification of and additions to AIA Document A104 – 2017, "Standard Abbreviated Form of Agreement Between Owner and Contractor," for the Agreement to be entered into between the Owen J. Roberts School District (the "School District," the "District" or the "Owner") and the Contractor.

If no specific Architect is identified in the Agreement, the Owner or its designee shall perform activities assigned to the Architect in AIA Document A104 – 2017 and in these amendments thereto.

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add Subparagraphs 2.3.4 and 2.3.5, as set forth below:

- 2.3.4 The Contractor acknowledges that time is of the essence to achieve Substantial Completion of the Work by **March 1, 2027**, and Final Completion of the Work by **April 1, 2027**. The Contractor agrees that all Work shall be executed diligently with trained workers in sufficient number and at a rate of progress that the Contractor meets these deadlines. The Contractor shall prepare and provide the Owner a project schedule identifying how the Contractor plans to meet these deadlines within one week of signing a written agreement with the Owner, and shall update such schedule during the course of the Work whenever the schedule changes or upon request of the Owner for an updated schedule.
- 2.3.5 Should the Contractor fail to meet the Substantial Completion deadline, unless the deadline is extended as provided in the Contract Documents, the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sum of **\$1,000.00** as liquidated damages for each calendar day until the Work has reached Substantial Completion. The Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity. The Contractor agrees that such daily amount of liquidated damages is a fair and reasonable pre-estimate of loss and does not constitute a penalty, agrees not to challenge such daily amount and agrees to pay the Owner's legal fees in the event of such challenge.

ARTICLE 4 – PAYMENTS

Replace Subparagraph 4.1 in its entirety (including Subparagraphs 4.1.1 through 4.1.5) with the following:

- 4.1. Based upon Applications for Payment submitted by the Contractor, certified by the Architect and approved by the Owner, the Owner shall make payments to the Contractor within ten (10) days of approval by the Owner's Board of School Directors.
- 4.2.2 Add the following after "or as follows:"

Final payment shall be made within 10 days of approval by the Owner's Board of School Directors.

ARTICLE 5 – DISPUTE RESOLUTION

Replace Subparagraph 5.1 in its entirety with the following:

- 5.1. Binding dispute resolution shall be by arbitration at the sole option of the Owner, pursuant to the rules of the American Arbitration Association, or otherwise by bench trial (no jury) in the Court of Common Pleas for the County in which the Project is located.

ARTICLE 7 – GENERAL PROVISIONS

Add Subparagraphs 7.1.1, 7.1.2 and 7.1.3 as follows:

- 7.1.1 Where the Contract Documents do not identify specific quality or standards for materials or workmanship, such Work is to be of good quality and fit for the intended use and purpose thereof.
- 7.1.2 Any indication or notation applicable to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes, except where a contrary result is indicated by the Contract Documents.
- 7.1.3 Any inconsistencies between different provisions of the Contract Documents shall be construed in the manner that provides the greatest value or betterment to the Owner.

Add the following to the end of Subparagraph 7.5.1:

- 7.5.1 [added] The Contractor shall be entitled to receive without charge five (5) sets of prime Contract Documents and one (1) set of documents for each other prime Contract (if any).

Replace subparagraph 7.9 in its entirety with the following:

- 7.9 Where the Contract Documents require that written notice be given between parties, written notice shall be effectuated upon delivery in person, by mail, by any delivery service, by facsimile, or by email.

ARTICLE 8 – OWNER

Delete Subparagraph 8.1.1 in its entirety.

Replace Subparagraphs 8.1.2 and 8.1.3 in their entirety with Subparagraph 8.1.2 as follows:

- 8.1.2 The Owner shall not be responsible to furnish surveys of the Project site or utility locations for the Project site. The Contractors shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen, or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

- 8.2 In Paragraph 8.2, delete the word "repeatedly."

Replace Subparagraph 8.3 in its entirety with the following:

- 8.3 If the Contractor defaults or neglects to carry of the Work in accordance with the Contract Documents, and fails within a five-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, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may defect the reasonable cost thereof, including the Owner's expenses for related legal services, Architect services or other services, from the payment then or thereafter due the Contractor.

Add Paragraph 8.4 as set forth below:

- 8.4 Owner's rights set forth in Paragraph 8.2 and 8.3 shall be in addition to all other rights of the Owner established in the Contract Documents, at law or in equity.

ARTICLE 9 – CONTRACTOR

Replace Subparagraph 9.1.1 in its entirety with the following:

- 9.1.1 The Contractor warrants that it has carefully studied and reviewed the Contract Documents and has reported any errors, inconsistencies or omissions to the Architect. The Contractor hereby acknowledges and declares that to Contractor's knowledge the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and fulfill all of the Contractor's obligations under the Contract Documents. The Contractor shall immediately report any error, inconsistency or omission it encounters to the Architect for resolution. If the Contractor performs any construction activity knowing or having reason to know that it involves an error, inconsistency or omission, the Contractor shall bear the cost of correction.

Add Subparagraphs 9.2.3 through 9.2.9 as set forth below:

- 9.2.3 The Contractor shall perform its Work in accordance with the Contract Documents and in a professional, businesslike and workmanlike manner. Among other things, at completion of the Work, the Contractor shall thoroughly clean the site and remove from the site all tools, equipment, obstructions and debris resulting from the Work.
- 9.2.4 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 generally the intent to describe the minimum standard, and not to limit the bidder to any one material or product. However, where "no substitutions" are identified or where proprietary names are used, the Contractor must provide the specified project for compliance with the Owner's requirements.
- 9.2.5 The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.

- 9.2.6 The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees and School District property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property will be allowed without express permission of the School District.
- 9.2.7 The Contractor's Work shall be at all times subject to the inspection and approval of the School District. Any materials that in the opinion of the School District do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the School District does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.
- 9.2.8 For a Project with multiple prime contractors, all Contractors are responsible for the coordination and integration of their respective scopes of Work. The General Trades Contractor is responsible for making all coordination decisions not mutually agreed upon by affected Contractors. The Owner and its consultants or agents shall not be liable for any costs incurred by a Contractor due to failure of Contractors to coordinate and integrate their Work or due to any delays in the Work. If a Contractor causes damages or additional costs to another Contractor (including by causing delays, interferences, hindrances, loss of efficiencies or acceleration of Work), an adversely impacted Contractor will have a third-party beneficiary claim for legal action against the responsible Contractor. All Contractors acknowledge and accept the right of other Contractors to bring such third-party beneficiary claims, waive any privity of contract defense against such claims, and agree not to include the Owner its professional consultants or agents as parties in any such legal action.
- 9.2.9 Contractor shall not assign its duties under this Agreement without the express written approval of Owner's Board of School Directors.

Add Subparagraphs 9.3.4 through 9.3.7 as set forth below:

- 9.3.4 All persons employed by the Contractor to perform the Work shall be competent and first-class workmen and mechanics, who are duly skilled in their respective branches of labor.
- 9.3.5 Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such person shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.
- 9.3.6 The Contractor shall assign an on-site Superintendent for the project, who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.
- 9.3.7 Background Check Requirements (Act 34 and Act 151) and Employment History Review

For any employee or other representative of the Contractor or its subcontractors who enters the work site, the Contractor shall provide the District originals (or notarized

copies satisfactory to the Owner) of criminal record and child abuse background check reports, and shall to the extent required by School Code § 111.1 obtain an employment history review. When an original background check report is provided, the School District will copy and return the original to the Contractor. The reports must be provided before any employee or other representative of the Contractor or its subcontractors enters the work site. Failure to comply with these requirements is a breach of the contract between the Contractor and the School District, will result in withholding of contract payments, and may result in assessment of a penalty under applicable law. The Contractor is responsible for ensuring compliance with these requirements by all its subcontractors. Required reports include criminal history record information from the Pennsylvania state police and FBI pursuant to the School Code, 24 P.S. § 1-111 (Act 34). Such criminal history record information shall be no more than one-years old. As to child abuse reports, the Contractor must provide for all such individuals an official clearance statement pursuant to the Child Protective Services Law, 23 Pa. C.S.A. § 6355 (Act 151). Such child abuse information shall be no more than one-years old.

- 9.4 In Paragraph 9.4, end the second sentence after the words “free from defects” and delete the remainder of the sentence.

Add Subparagraph 9.5.1 as set forth below:

- 9.5.1 The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items.

- 9.6.2 In Subparagraph 9.6.2 add "or having reason to know" after "knowing" in the second sentence.

Add Subparagraph 9.6.3 as set forth below:

- 9.6.3 The Contractor is responsible for performing or coordinating proper inspections of the Work in accordance with federal, state and local statutes, codes and regulations.
- 9.8.2 In Subparagraph 9.8.2, add the following to the end: “, and in accordance with time limits in the Contract Documents.”
- 9.13 In Subparagraph 9.13, add the following as a new second sentence: “Representatives of governmental agencies responsible to inspect the Work shall have access at all reasonable times for such inspections, and the Contractor shall provide proper facilities for such access and inspection.”
- 9.15.1 Delete from the first sentence of Subparagraph 9.15.1 the following: “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),”

ARTICLE 11 – SUBCONTRACTORS

- 11.2 In Paragraph 11.2, delete the word “reasonable” from the second sentence and delete the third sentence in its entirety.

ARTICLE 13 – CHANGES IN THE WORK

Add the following Subparagraphs 13.2.1 through 13.2.4 to Paragraph 13.2 as follows:

- 13.2.1 Labor. Labor costs shall include the certified Base Prevailing Wage Rate (or the base wage rate if the Prevailing Wage Act is not applicable to the Project), plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA and Workers' Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.
- 13.2.2. Material, Supplies and Equipment: Costs shall be the invoice cost, plus sales tax, plus a mark-up of 10% for overhead and profit.
- 13.2.3 Bonds and Insurance: Costs shall be submitted without mark-up.
- 13.2.4 Overhead and Profit on Subcontractor Labor: For work performed by a Subcontractor, the Contractor's cost shall be limited to the total Subcontractor's invoice plus a mark-up of 5% for the Contractor's overhead and profit. Subcontractors' invoice for hourly wages and material costs must be in accordance with the above definitions.

13.4 Delete Paragraph 13.4 in its entirety.

ARTICLE 14 – TIME

14.4 In Paragraph 14.4, insert "and approved by the Owner" after "Architect"

Replace Paragraph 14.5 in its entirety with the following

- 14.5 In the event of Project delay that the Owner determines in its discretion to be beyond the reasonable control or anticipation of the Contractor, the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects or other consultants of the Owner) associated with defending against such claim. See Subparagraph 9.2.7 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay.

ARTICLE 15 – PAYMENTS AND COMPLETION

Delete Subparagraph 15.2 on "Control Estimate" in its entirety.

Add Subparagraph 15.3.5 as follows:

- 15.3.5 Payments shall be made in accordance with Article 4 of this Agreement, subject to the retainage set forth in the Commonwealth Procurement Code, 62 Pa. C.S.A. Section 3921. Until 50% of the Work is completed, the Owner will pay 90% of the amount due

the Contractor on account of monthly progress payments. When the Work is 50% completed and a request in writing from the Contractor has been submitted, the Architect and the Owner will consider a reduction of Retainage to 5%. Along with the written request the Contractor shall submit Consent of Surety to Reduction in Retainage, form AIA G707A (or other form acceptable to the Owner). However, at all times retainage may be increased from the above amounts by the Owner in its sole discretion, if it believes additional retainage is appropriate to protect the Owner from potential financial loss or risk based upon any reasons identified in Subparagraph 15.4.3.

15.4.2 In Subparagraph 15.4.2, in the second sentence, after “upon” insert “or after” and replace “minor deviations from the Contract Documents prior to completion” with “deviations from the Contract Documents”

15.4.3. In Subparagraph 15.4.3, make the following changes:

At the end of the first sentence add the following: “, and the Owner may disapprove a Certificate of Payment for the same reasons.”

In the fourth sentence, after “The Architect may also withhold a Certificate for Payment” insert “and the Owner may also disapprove a Certificate for Payment” and after “the Architect’s” add “or the Owner’s”

In Subparagraph 15.4.3.2, replace “reasonable evidence indicating probable filing of such claims” with “directly or impliedly threatened”

In Subparagraph 15.4.3.4, delete the word “reasonable”

In Subparagraph 15.4.3.6, delete the word “reasonable”

In Subparagraph 15.4.3.7, delete the word “repeated”

Add the Subparagraph 15.4.5 as follows:

15.4.5 The Contractor may not stop or delay Work or terminate the Contract because the Architect withholds certifications for an Application for Payment in whole or in part.

15.5.1 At the end of Subparagraph 15.5.1, add the following:

The Contractor shall comply with the Pennsylvania Contractor and Subcontractor Payment Act.

15.6.3 In Subparagraph 15.6.3, after the initial use of “which” in the second sentence, insert “, if approved by the Owner,”

15.6.4 In Subparagraph 15.6.4, replace “if any,” with “if required by the Owner,”

15.7.2 In Subparagraph 15.7.2, in the first sentence insert “the Owner has approved such payment and” after “until”

Delete Subparagraph 15.7.3 in its entirety and replace with the following:

15.7.3 The making of final payment shall not constitute a waiver of any claims by the Owner.

ARTICLE 17 – INSURANCE AND BONDS

Add Subparagraphs 17.1.1.1 through 17.1.1.3 as set forth below

17.1.1.1 In addition to the foregoing requirements, all insurance policies and bonds required for this Project shall be issued by companies with an A.M. Best Financial Strength rating of at least A-.

17.1.1.2 Certificates of Insurance acceptable to the Owner and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the Owner prior to commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or non-renewed unless at least thirty (30) days prior written notice has been given to the Owner. Except for Workers' Compensation Insurance, the Owner shall be named with respect to the Project as an additional insured on all insurance. The Contractor shall furnish to the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

17.1.1.3 During the term of the Contract, and for Comprehensive General Liability and Excess Liability for one year after the completion of the Work, the Contractor and each Subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.

Workers' Compensation and Employer's Liability

Amounts and coverage as required by Law and the Excess (Umbrella) Liability Insurance Company.

Comprehensive General Liability

Including coverage for premises, operations, independent contractors, elevators, contractual liability, products, completed operations, Broad Form property damage, explosion, collapse, and underground property damage, personal injury. No deductible permitted. Coverage amount limit shall be a minimum of one million dollars (\$1,000,000.00).

Excess (Umbrella) Liability Insurance

Bodily Injury and Property Damage following the form of the aforementioned Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability. Coverage amount limit shall be a minimum of two million dollars (\$2,000,000.00) Bodily Injury and Property Damage combined. No deductible permitted. No "gaps" permitted between primary and excess coverage.

The Owner shall be named as Certificate Holder. The Owner and Architect shall be named as Additional Insured under this policy for this Project.

Delete Subparagraphs 17.1.2 through 17.1.9 in their entirety.

Delete Paragraph 17.2 (including Subparagraphs 17.2.1 through 17.2.3) in its entirety and replace it with the following:

17.2 The Owner shall provide Builder's Risk Insurance at its option.

17.3.1 Add the following to the end of Subparagraph 17.3.1:

The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, in forms required by the Owner, within five (5) days of receiving notice of the intent to award the bid to the Contractor.

ARTICLE 18 – CORRECTION OF WORK

18.1 End the second sentence of Paragraph 18.1 after the words “at the Contractor's expense” and delete the remainder of the sentence.

18.2 In Paragraph 18.2, replace “within one year” with “anytime” in the first sentence, and delete the second and third sentences.

18.4 Delete Paragraph 18.4 in its entirety.

18.5 Delete Paragraph 18.5 in its entirety.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

Add the following Paragraph 19.7:

19.7 No cash allowances are included in this Project.

Add the following Paragraph 19.8:

19.8 The Contractor shall comply with the Employment Verification Act, as follows:

- (1) The Pennsylvania Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) requires Contractors and Subcontractors performing work on “public works projects” to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security's E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
- (2) All Contractors shall submit a “Public Works Employment Verification Form” to the Owner through the Architect at the same time when performance and payments bonds are submitted. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or Subcontractor regardless of whether the employee will be working onsite or offsite.
- (3) Subcontracts between the Contractor and its Subcontractors or between any Subcontractor and its Subcontractors are required to contain notification of applicability of the Act, the requirement to provide a “Public Works Employment

- Verification Form” as stated under number 4 below, and reference to the Department of General Services website as stated under item number 6 below.
- (4) All Subcontractors shall submit a “Public Works Employment Verification Form” to the Contractor, who shall submit the form to the Owner through the Architect prior to the Subcontractor beginning either onsite or offsite work. Submission of this form shall be a precondition of the Subcontract remaining in force, and the Contractor shall terminate the Subcontract if the Subcontractor does not comply. These requirements apply to all employees hired by the Subcontractor regardless of whether the employee will be working onsite or offsite. “Subcontractor” includes any entity that performs work on the project other than the prime Contractor and other than an individual. The term does not include an entity that is solely a material supplier for the project.
 - (5) The Contractor or Subcontractor shall be responsible for any penalties imposed for failure to comply with this Act.
 - (6) Contractors and Subcontractors may access the form at www.dgs.state.pa.us. The Chapter 66 Guidelines may be located at <http://www.pabulletin.com/secure/data/vol42/42-52/index.html>.

Add the following Paragraph 19.9:

- 19.9 The Contractor agrees to comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, et. seq., which prohibits discrimination in employment on account of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability or use of guide of support animal, and to comply with the additional non-discrimination provisions applicable to public works in Pennsylvania, 62 Pa. C.S. § 3701:

- (1) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- (3) The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

Add the following Paragraph 19.10:

- 19.10 If the Work includes the installation of steel, steel products or steel machinery and equipment, the Contractor shall comply with Pennsylvania’s Steel Product Procurement Act, 73 P.S. § 1881, et seq., as amended, which requires that steel products produced in the United States be utilized in public works.

ARTICLE 20 – TERMINATION OF THE CONTRACT

- 20.1 Delete Paragraph 20.1 in its entirety.
- 20.2 Change Subparagraph 20.2 as follows:
- In Subparagraph 20.2.1.1, delete " repeatedly"
- In Subparagraph 20.2.1.3, delete "repeatedly"
- In Subparagraph 20.2.1.4, delete "substantial"
- 20.2.2 In Subparagraph 20.2.2, change "seven" to "five."
- 20.3 In Paragraph 20.3, end the second sentence after the words "payment for Work executed" and delete the remainder of that sentence.

ARTICLE 21 – CLAIMS AND DISPUTES

- 21.1 In Subparagraph 21.1, delete the second sentence.
- 21.2 Replace Subparagraph 21.2 with the following:
- 21.2 The Contractor shall provide written notice to the Owner of any claim within 21 days of becoming aware of the circumstances giving rise to the claim.

Delete Subparagraph 21.3 in its entirety.

Replace Subparagraphs 21.5 through 21.9 in their entirety with Subparagraph 21.5 as set forth below:

- 21.5 Any controversy, dispute or Claim arising hereunder that is not resolved to the satisfaction of all parties by the Architect shall be resolved by binding arbitration only if arbitration is selected by the Owner, pursuant to the rules of the American Arbitration Association. In the absence of such selection by the Owner, any controversy, dispute or Claim arising out of or related to the Contract Documents, or the breach thereof, shall be settled by non-jury trial in the Court of Common Pleas in the county where the Project is located. All parties hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.

Replace Paragraph 21.11 in its entirety with the following:

- 21.11 The Contractor waives any claim for consequential damages arising out of or relating to the Contract Documents or from any breach or violation thereof.

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AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

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)

Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

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

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

Renovations to the Owen J. Roberts School District, District Service Center

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

Hord Coplan Macht, Inc.
d/b/a SCHRADERGROUP Studio
555 E. North Lane
Suite 5100, Bldg D., Second Fl.
Conshohocken, PA 19428

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

[☐] The date of this Agreement.

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

[☐] Established as follows:

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

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

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

§ 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

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

[X] By the following date: March 1, 2027

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

(Table deleted)

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

§ 2.3.4 *The Contractor acknowledges that time is of the essence to achieve Substantial Completion of the Work by March 1, 2027, and Final Completion of the Work by April 1, 2027. The Contractor agrees that all Work shall be executed diligently with trained workers in sufficient number and at a rate of progress that the Contractor meets these deadlines. The Contractor shall prepare and provide the Owner a project schedule identifying how the Contractor plans to meet these deadlines within one week of signing a written agreement with the Owner, and shall update such schedule during the course of the Work whenever the schedule changes or upon request of the Owner for an updated schedule.*

§ 2.3.5 *Should the Contractor fail to meet the Substantial Completion deadline, unless the deadline is extended as provided in the Contract Documents, the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sum of \$1,000.00 as liquidated damages for each calendar day until the Work has reached Substantial Completion. The Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity. The Contractor agrees that such daily amount of liquidated damages is a fair and reasonable pre-estimate of loss and does not constitute a penalty, agrees not to challenge such daily amount and agrees to pay the Owner's legal fees in the event of such challenge.*

ARTICLE 3 CONTRACT SUM

§ 3.1 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.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be _____ and 00/100 Dollars (\$XXXXXX.XX), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

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

(Table deleted)

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

(Table deleted)

Project Material Allowances included in the Stipulated Sum are listed on the Contractor's Bid Form, attached hereto as Exhibit A, and made a part hereof. No quantity limitations shall apply to the Project. Allowances shall be solely owned by the Owner and, as such, the Owner shall have the sole discretion relating to the use of these allowances. Furthermore, any unused portion of the allowances shall be deducted from the Contractor's Contract Sum. The Contractor shall receive no compensation on the unused portion of the allowances. The Contractor will be required to furnish documentation to the Owner evidencing the expenditures to be charged to the allowance and the reasons therefore prior to the Owner's approval of expenditures from the Allowances.

§ 3.3 *Intentionally Deleted*

(Paragraphs deleted)

(Paragraphs deleted)

§ 3.4 *Intentionally Deleted*

(Paragraphs deleted)

(Paragraphs deleted)

(Paragraphs deleted)

(Paragraphs deleted)

(Paragraphs deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Paragraphs deleted)

(Paragraphs deleted)

§ 3.5 Liquidated damages, if any:

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

Should the Contractor fail to meet the Substantial Completion deadline, unless the deadline is extended as provided in the Contract Documents, the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sum of \$1,000.00 as liquidated damages for each calendar day until the Work has reached Substantial Completion. The Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity. The Contractor agrees that such daily amount of liquidated damages is a fair and reasonable pre-estimate of loss and does not constitute a penalty, agrees not to challenge such daily amount and agrees to pay the Owner's legal fees in the event of such challenge.

ARTICLE 4 PAYMENT

(Paragraph Deleted)

§ 4.1 Based upon Applications for Payment submitted by the Contractor, certified by the Architect and approved by the Owner, the Owner shall make payments to the Contractor within ten (10) days of approval by the Owner's Board of School Directors.

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

Final payment shall be made within 10 days of approval by the Owner's Board of School Directors.

ARTICLE 5 DISPUTE RESOLUTION

(Paragraph Deleted)

§ 5.1 Binding Dispute Resolution

Binding dispute resolution shall be by arbitration at the sole option of the Owner, pursuant to the rules of the American Arbitration Association, or otherwise by bench trial (no jury) in the Court of Common Pleas for the County in which the Project is located.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

The Project Manual dated 07/24/2026, its modified Table of Contents attached hereto as Exhibit B and made part hereof, that shall be deemed to include additions/deletions, if any, made by Addenda.

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Drawings dated 07/24/2026 as listed in the drawing index on drawing cover sheet(s) shall be deemed to include additions/deletions, if any, made by Addenda.

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

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

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:

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

Multiple Contract Summary; Advertisement or Invitation to Bid; Instructions to Bidders; Supplemental Instructions to Bidders; Contractor's Bid; Sample Forms; Portions of the Addenda Relating to Bidding Requirements; Bidder Qualification Forms: Performance and Payment Bond; Prevailing Wage Determination; Public Works Employment Verification Form; Bid Bond, Non-Collusion Affidavit

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.1.1 Where the Contract Documents do not identify specific quality or standards for materials or workmanship, such Work is to be of good quality and fit for the intended use and purpose thereof.

§ 7.1.2 Any indication or notation applicable to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes, except where a contrary result is indicated by the Contract Documents.

§ 7.1.3 Any inconsistencies between different provisions of the Contract Documents shall be construed in the manner that provides the greatest value or betterment to the Owner.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights. *[added] The Contractor shall be entitled to receive without charge five (5) sets of prime Contract Documents and one (1) set of documents for each other prime Contract (if any).*

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 7.8 Severability

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.

(Paragraph Deleted)

§ 7.9 Notice

Where the Contract Documents require that written notice be given between parties, written notice shall be effectuated upon delivery in person, by mail, by any delivery service, by facsimile, or by email.

§ 7.10 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.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

(Paragraph deleted)

(Paragraph deleted)

§ 8.1.2 The Owner shall not be responsible to furnish surveys of the Project site or utility locations for the Project site. The Contractors shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen, or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

(Paragraph deleted)

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is 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.

(Paragraph deleted)

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry of the Work in accordance with the Contract Documents, and fails within a five-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, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may defect the reasonable cost thereof, including the Owner's expenses for related legal services, Architect services or other services, from the payment then or thereafter due the Contractor.

§ 8.4 Owner's rights set forth in Paragraph 8.2 and 8.3 shall be in addition to all other rights of the Owner established in the Contract Documents, at law or in equity.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

(Paragraph deleted)

§ 9.1.1 The Contractor warrants that it has carefully studied and reviewed the Contract Documents and has reported any errors, inconsistencies or omissions to the Architect. The Contractor hereby acknowledges and declares that to Contractor's knowledge the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and fulfill all of the Contractor's obligations under the Contract Documents. The Contractor shall immediately report any error, inconsistency or omission it encounters to the Architect for resolution.

If the Contractor performs any construction activity knowing or having reason to know that it involves an error, inconsistency or omission, the Contractor shall bear the cost of correction.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.2.3 *The Contractor shall perform its Work in accordance with the Contract Documents and in a professional, businesslike and workmanlike manner. Among other things, at completion of the Work, the Contractor shall thoroughly clean the site and remove from the site all tools, equipment, obstructions and debris resulting from the Work.*

§ 9.2.4 *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 generally the intent to describe the minimum standard, and not to limit the bidder to any one material or product. However, where "no substitutions" are identified or where proprietary names are used, the Contractor must provide the specified project for compliance with the Owner's requirements.*

§ 9.2.5 *The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.*

§ 9.2.6 *The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees and School District property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property will be allowed without express permission of the School District.*

§ 9.2.7 *The Contractor's Work shall be at all times subject to the inspection and approval of the School District. Any materials that in the opinion of the School District do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the School District does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.*

§ 9.2.8 *For a Project with multiple prime contractors, all Contractors are responsible for the coordination and*

integration of their respective scopes of Work. The General Trades Contractor is responsible for making all coordination decisions not mutually agreed upon by affected Contractors. The Owner and its consultants or agents shall not be liable for any costs incurred by a Contractor due to failure of Contractors to coordinate and integrate their Work or due to any delays in the Work. If a Contractor causes damages or additional costs to another Contractor (including by causing delays, interferences, hindrances, loss of efficiencies or acceleration of Work), an adversely impacted Contractor will have a third-party beneficiary claim for legal action against the responsible Contractor. All Contractors acknowledge and accept the right of other Contractors to bring such third-party beneficiary claims, waive any privity of contract defense against such claims, and agree not to include the Owner its professional consultants or agents as parties in any such legal action.

§ 9.2.9 *Contractor shall not assign its duties under this Agreement without the express written approval of Owner's Board of School Directors.*

§ 9.3 Labor and Materials

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4 *All persons employed by the Contractor to perform the Work shall be competent and first-class workmen and mechanics, who are duly skilled in their respective branches of labor.*

§ 9.3.5 *Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such person shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.*

§ 9.3.6 *The Contractor shall assign an on-site Superintendent for the project, who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.*

§ 9.3.7 Background Check Requirements (Act 34 and Act 151) and Employment History Review

For any employee or other representative of the Contractor or its subcontractors who enters the work site, the Contractor shall provide the District originals (or notarized copies satisfactory to the Owner) of criminal record and child abuse background check reports, and shall to the extent required by School Code § 111.1 obtain an employment history review. When an original background check report is provided, the School District will copy and return the original to the Contractor. The reports must be provided before any employee or other representative of the Contractor or its subcontractors enters the work site. Failure to comply with these requirements is a breach of the contract between the Contractor and the School District, will result in withholding of contract payments, and may result in assessment of a penalty under applicable law. The Contractor is responsible for ensuring compliance with these requirements by all its subcontractors. Required reports include criminal history record information from the Pennsylvania state police and FBI pursuant to the School Code, 24 P.S. § 1-111 (Act 34). Such criminal history record information shall be no more than five-years old. As to child abuse reports, the Contractor must provide for all such individuals an official clearance statement pursuant to the Child Protective Services Law, 23 Pa. C.S.A. § 6355 (Act 151). Such child abuse information shall be no more than five-years old.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor,

improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other 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 15.6.3.

§ 9.5 Taxes

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

§ 9.5.1 The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items.

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

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

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing *or having reason to know* it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.6.3 The Contractor is responsible for performing or coordinating proper inspections of the Work in accordance with federal, state and local statutes, codes and regulations.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect, *[added] and in accordance with time limits in the Contract Documents.*

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 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 or unless the Contractor needs

to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. *Representatives of governmental agencies responsible to inspect the Work shall have access at all reasonable times for such inspections, and the Contractor shall provide proper facilities for such access and inspection.*

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.2.1 Labor. Labor costs shall include the certified Base Prevailing Wage Rate (or the base wage rate if the Prevailing Wage Act is not applicable to the Project), plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA and Workers' Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.

§ 13.2.2 Material, Supplies and Equipment: Costs shall be the invoice cost, plus sales tax, plus a mark-up of 10% for overhead and profit.

§ 13.2.3 Bonds and Insurance: Costs shall be submitted without mark-up.

§ 13.2.4 Overhead and Profit on Subcontractor Labor: For work performed by a Subcontractor, the Contractor's cost shall be limited to the total Subcontractor's invoice plus a mark-up of 5% for the Contractor's overhead and profit. Subcontractors' invoice for hourly wages and material costs must be in accordance with the above definitions.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

(Paragraph deleted)

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect *and approved by the Owner* in accordance with Section 15.6.3.

(Paragraph deleted)

§ 14.5 *In the event of Project delay that the Owner determines in its discretion to be beyond the reasonable control or anticipation of the Contractor, the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects or other consultants of the Owner) associated with defending against such claim. See Subparagraph 9.2.7 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay.*

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Intentionally Deleted

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4.

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.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 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 other encumbrances adverse to the Owner's interests.

§ 15.3.5 *Payments shall be made in accordance with Article 4 of this Agreement, subject to the retainage set forth in the Commonwealth Procurement Code, 62 Pa. C.S.A. Section 3921. Until 50% of the Work is completed, the Owner will pay 90% of the amount due the Contractor on account of monthly progress payments. When the Work is 50% completed and a request in writing from the Contractor has been submitted, the Architect and the Owner will consider a reduction of Retainage to 5%. Along with the written request the Contractor shall submit Consent of Surety to Reduction in Retainage, form AIA G707A (or other form acceptable to the Owner). However, at all times retainage may be increased from the above amounts by the Owner in its sole discretion, if it believes additional retainage is appropriate to protect the Owner from potential financial loss or risk based upon any reasons identified in Subparagraph 15.4.3.*

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, 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 the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon or after Substantial Completion, to results of subsequent tests and inspections, to correction of *deviations from the Contract Documents* and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the 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.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made, *and the Owner may disapprove a Certificate of Payment for the same reasons*. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment *and the Owner may also disapprove a Certificate for Payment* or,

because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's *or the Owner's* opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or *directly or impliedly threatened* 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 evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 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 failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.4.5 *The Contractor may not stop or delay Work or terminate the Contract because the Architect withholds certifications for an Application for Payment in whole or in part.*

§ 15.5 Progress Payments

§ 15.5.1 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. *The Contractor shall comply with the Pennsylvania Contractor and Subcontractor Payment Act.*

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

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

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which, *if approved by the Owner*, 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.

§ 15.6.4 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 required by the Owner*, 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.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until *the Owner has approved such payment and* the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including costs and reasonable attorneys' fees.

(Paragraph deleted)

§ 15.7.3 *The making of final payment shall not constitute a waiver of any claims by the Owner.*

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

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

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

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the

Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. 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 in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 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.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.1.1 *In addition to the foregoing requirements, all insurance policies and bonds required for this Project shall be issued by companies with an A.M. Best Financial Strength rating of at least A-.*

§ 17.1.1.2 *Certificates of Insurance acceptable to the Owner and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the Owner prior to commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or non-renewed unless at least thirty (30) days prior written notice has been given to the Owner. Except for Workers' Compensation Insurance, the Owner shall be named with respect to the Project as an additional insured on all insurance. The Contractor shall furnish to the Architect copies of all endorsements that are subsequently issued amending coverage or limits.*

§ 17.1.1.3 *During the term of the Contract, and for Comprehensive General Liability and Excess Liability for one year after the completion of the Work, the Contractor and each Subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.*

Workers' Compensation and Employer's Liability

Amounts and coverage as required by Law and the Excess (Umbrella) Liability Insurance Company.

Comprehensive General Liability

Including coverage for premises, operations, independent contractors, elevators, contractual liability, products, completed operations, Broad Form property damage, explosion, collapse, and underground property damage, personal injury. No deductible permitted. Coverage amount limit shall be a minimum of one million dollars (\$1,000,000.00).

Excess (Umbrella) Liability Insurance

Bodily Injury and Property Damage following the form of the aforementioned Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability. Coverage amount limit shall be a minimum of two million dollars (\$2,000,000.00) Bodily Injury and Property Damage combined. No deductible permitted. No "gaps"

permitted between primary and excess coverage.

The Owner shall be named as Certificate Holder. The Owner and Architect shall be named as Additional Insured under this policy for this Project.

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

§ 17.2 Owner's Insurance

The Owner shall provide Builder's Risk Insurance at its option.

(Paragraph deleted)

(Paragraph deleted)

(Paragraph deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. *The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, in forms required by the Owner, within five (5) days of receiving notice of the intent to award the bid to the Contractor.*

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

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

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, *anytime* after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an 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.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

(Paragraph deleted)

(Paragraph deleted)

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that 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 such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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

§ 19.7 No cash allowances are included in this Project.

§ 19.8 The Contractor shall comply with the Employment Verification Act, as follows:

- (1) The Pennsylvania Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) requires Contractors and Subcontractors performing work on "public works projects" to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security's E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
- (2) All Contractors shall submit a "Public Works Employment Verification Form" to the Owner through the Architect at the same time when performance and payments bonds are submitted. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or Subcontractor regardless of whether the employee will be working onsite or offsite.
- (3) Subcontracts between the Contractor and its Subcontractors or between any Subcontractor and its Subcontractors are required to contain notification of applicability of the Act, the requirement to provide a "Public Works Employment Verification Form" as stated under number 4 below, and reference to the Department of General Services website as stated under item number 6 below.
- (4) All Subcontractors shall submit a "Public Works Employment Verification Form" to the Contractor, who shall submit the form to the Owner through the Architect prior to the Subcontractor beginning either onsite or offsite work. Submission of this form shall be a precondition of the Subcontract remaining in force, and the Contractor shall terminate the Subcontract if the Subcontractor does not comply. These requirements apply to all employees hired by the Subcontractor regardless of whether the employee will be working onsite or offsite. "Subcontractor" includes any entity that performs work on the project other than the prime Contractor and other than an individual. The term does not include an entity that is solely a material supplier for the project.
- (5) The Contractor or Subcontractor shall be responsible for any penalties imposed for failure to comply with this Act.

(6) Contractors and Subcontractors may access the form at www.dgs.state.pa.us. The Chapter 66 Guidelines may be located at <http://www.pabulletin.com/secure/data/vol42/42-52/index.html>.

§ 19.9 *The Contractor agrees to comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, et. seq., which prohibits discrimination in employment on account of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability or use of guide of support animal, and to comply with the additional non-discrimination provisions applicable to public works in Pennsylvania, 62 Pa. C.S. § 3701:*

- (1) *In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.*
- (2) *No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.*
- (3) *The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.*

§ 19.10 *If the Work includes the installation of steel, steel products or steel machinery and equipment, the Contractor shall comply with Pennsylvania's Steel Product Procurement Act, 73 P.S. § 1881, et seq., as amended, which requires that steel products produced in the United States be utilized in public works.*

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Intentionally Deleted

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor *five days'* notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision.

(Paragraph deleted)

§ 21.2 Notice of Claims

The Contractor shall provide written notice to the Owner of any claim within 21 days of becoming aware of the circumstances giving rise to the claim.

§ 21.3 Intentionally Deleted

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraph deleted)

§ 21.5 Any controversy, dispute or Claim arising hereunder that is not resolved to the satisfaction of all parties by the Architect shall be resolved by binding arbitration only if arbitration is selected by the Owner, pursuant to the rules of the American Arbitration Association. In the absence of such selection by the Owner, any controversy, dispute or Claim arising out of or related to the Contract Documents, or the breach thereof, shall be settled by non-jury trial in the Court of Common Pleas in the county where the Project is located. All parties hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.

§ 21.6 Intentionally Deleted

§ 21.7 Intentionally Deleted

§ 21.8 Intentionally Deleted

§ 21.9 Intentionally Deleted

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

(Paragraph deleted)

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor waives any claim for consequential damages arising out of or relating to the Contract Documents or from any breach or violation thereof.

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

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SECTION 006100 - PERFORMANCE BOND

Bond No.: _____ Amount: \$ _____

—

—

_____, as principal (the "Contractor"), and

—

—

_____, as surety (the "Surety"), are firmly bound to

OWEN J. ROBERTS SCHOOL DISTRICT

as obligee (hereinafter called the "Owner"), in the sum of _____ Dollars
(\$ _____), for the payment of which we bind ourselves, our heirs, executors,
legal representatives, successors and assigns, jointly and severally, by this Bond.

Background. The Contractor submitted to the Owner a bid (the "Bid") to perform certain Mechanical Improvements Work for the Owner in connection with a project known as Capital Mechanical Improvements Project, such Work to be performed pursuant to plans, specifications and other related contract documents that are incorporated into the Bid by reference. The Bid and other contract documents shall be deemed a part hereof as fully as if set out herein, and shall together be referred to as the "Contract Documents." The Owner is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"). Under the Contract Documents, it is provided that if the Contractor shall furnish this Bond to the Owner, and if the Owner shall make an award to the Contractor in accordance with the Bid, then the Contractor and the Owner shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents. It is a condition of the Contract Documents that this Bond shall be furnished by the Contractor to the Owner.

NOW, THEREFORE, intending to be legally bound, the Contractor and Surety agree as follows:

1. The Contractor and the Surety, jointly and severally, bind themselves for performance of the obligations of the Contractor under the Agreement and other Contract Documents, and to all of the terms of this Performance Bond. The Contractor and Surety understand that time is of the essence in performing their respective obligations under the Contract Documents and this Bond.

2. The Contractor and Surety will be relieved of their obligations under this Bond if and when the Contractor shall perform all of its obligations under the Agreement and other Contract Documents in the manner provided therein, including the making of any payments due to the Owner and its employees, directors or agents, and the Contractor and the Surety shall perform all of their obligations under this Bond. This Bond shall remain in force and effect until all of the foregoing conditions are fulfilled.

3. If the Owner terminates its Agreement with the Contractor for cause pursuant to the Contract Documents or if the Contractor has abandoned its work in violation of the Contract Documents, the Surety will have the following rights and obligations:

a. As Option 1, the Surety shall fulfill the performance of all obligations of the Contractor under the Contract Documents and this Bond. Pursuant to Option 1, any replacement contractor retained by the Surety to fulfill the performance of the obligations of the Contractor must be qualified as a responsible contractor under Pennsylvania law. The original Contractor shall not serve as the Surety's replacement contractor. The Surety shall provide the Owner, upon request, information on the pertinent qualifications of any proposed replacement contractor. The Owner will pay the unpaid contract price to the Surety as work progresses, under the payment terms of the Contract Documents.

b. As Option 2, the Surety may request to enter a written agreement with the Owner, pursuant to which the Owner shall complete all unfulfilled work of the Contractor pursuant to the Contract Documents, with reimbursement from Surety to Owner if the cost of finishing the work, together with all other expenses for which the Surety is liable, exceeds the unpaid balance to the Contractor under the Contract Documents. If the Surety wishes to make a request to the Owner pursuant to Option 2, it must do so within 30 days of receipt of written notice by the Owner that the Agreement with the Contractor has been terminated or that the Contractor has abandoned its work under the Contract Documents. The Owner shall be under no obligation to accept a request by the Surety to utilize Option 2, and if such a request is not timely made or is denied, the Surety shall proceed pursuant to Option 1.

4. Without limiting the obligations otherwise stated in this Bond, the Surety shall be liable under this Bond to pay the Owner the following to the extent the Contractor does not make such payment to the Owner: (a) any money the Contractor is obligated to pay the Owner under the Contract Documents, including any liquidated damages; and (b) any cost, expense, liability or damage incurred by the Owner (including any fees or costs of attorneys, architects, engineers, construction managers or other consultants) arising from (i) any default, failure or termination of the Contractor, (ii) the Owner's enforcement of Contractor or Surety obligations under this Bond, or (iii) any delay in performance of the Contractor's scope of Work caused by the Contractor or Surety that violates a project schedule approved pursuant to the Contract Documents, without regard to whether such delay occurs before or after commencement of the Surety's obligations pursuant to Paragraph 3 of this Performance Bond.

5. Amounts due and not paid to Owner when due under this Bond shall bear interest from the date the payment is due at the legal rate prevailing in Pennsylvania.

6. This Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Contractor and the Surety to the performance of the Contract Documents as so amended, and so as to increase the Bond amount

by the increased contract price amount. The term "amendment," wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

7. The Contractor and the Surety agree that none of the following will in any way reduce the Surety's obligations under this Bond, and the Surety waives notice of any of the following: (1) any change, alteration or addition to the terms of the Contract Documents or to the work to be performed thereunder; (2) any extension of time; (3) any act of the forbearance of either the Contractor or the Owner toward the other; (4) any acceleration of payments to the Contractor resulting in payments to the Contractor of more than the amount to which the Contractor is entitled under the Contract Documents or in advance of the time required under the Contract Documents.

8. No settlement between the Owner and the Contractor shall abridge the right of any other beneficiary hereunder having a claim not yet asserted or satisfied.

9. Owner's acceptance of the Contractor's work under the Contract Documents or approval of final payment to the Contractor shall not terminate the performance obligations of Contractor and Surety under the Contract Documents and this Bond, and shall not waive any later claim for nonperformance.

10. Owner may at any time, but is not obligated to, notify Surety of Owner's concerns about Contractor performance, and send to Surety copies of any communication to Contractor.

11. This Bond shall be interpreted in accordance with the laws (including the common law) of the Commonwealth of Pennsylvania. Exclusive jurisdiction and venue for any litigation concerning this Bond shall exist in the Court of Common Pleas in the county in which the project is located. The Contractor and the Surety waive a jury trial in any such litigation.

12. This Bond is executed and delivered under the subject to the Act.

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

(Individual Contractor)

WITNESS:

_____(SEAL)

Signature of Individual
Trading and Doing Business As

(Partnership Contractor)

WITNESS:

Name of Partnership

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporation Contractor)

Name of Corporation

By: _____
(Vice) President

ATTEST:

(Assistant) Secretary

(CORPORATE SEAL)

or (If Appropriate)

Name of Corporation

WITNESS:

*By: _____
Authorized Representative

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

(Corporation Surety)

Name of Corporation

WITNESS:

**

Attorney-in-Fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act on behalf of the corporation.

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SECTION 006120 - PAYMENT BOND (AIA A312 – 2010)

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This section contains four (4) pages, not including this cover page.

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DRAFT AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

[Redacted]

SURETY:

(Name, legal status and principal place of business)

[Redacted]

OWNER:

(Name, legal status and address)

Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Renovations to the Owen J. Roberts School District, District Service Center

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

[Redacted]

Signature:

Name and

Title:

[Redacted]

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

[Redacted]

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Mr. Mike Shelgren
Director of Facilities
Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

ADDITIONS AND DELETIONS:

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

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

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

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

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

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

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

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

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

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

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

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

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

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

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

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

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

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

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

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 16 Definitions

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

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

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SECTION 008200– PREVAILING WAGES AND FORMS

The following information contains the Commonwealth of Pennsylvania Prevailing Wage rates generated specifically for this project. Contractors are to utilize this information in preparation of their bids.

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

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

Project Name:	Owen J Roberts School District - District Services Center Renovation and Roof Replacement
General Description:	District Services Center Renovation and Roof Replacement
Project Locality	932 Sanatoga Road Pottstown, P
Awarding Agency:	Owen J Roberts School District
Contract Award Date:	9/1/2026
Serial Number:	26-06981
Project Classification:	Building
Determination Date:	7/27/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Chester County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06981 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2025		\$60.84	\$48.71	\$109.55
Asbestos & Insulation Workers	5/1/2026		\$64.51	\$50.26	\$114.77
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
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	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenters	5/1/2026		\$48.55	\$30.39	\$78.94
Carpenters	5/1/2027		\$50.46	\$30.74	\$81.20
Carpenters	5/1/2028		\$52.43	\$31.09	\$83.52
Carpenters	5/1/2029		\$54.46	\$31.44	\$85.90
Carpenters	5/1/2030		\$56.55	\$31.79	\$88.34
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)	7/1/2025		\$44.77	\$36.27	\$81.04
Iron Workers (Riggers)	7/1/2026		\$48.84	\$36.52	\$85.36
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
Iron Workers (Rodman/Reinforcing)	7/1/2026		\$52.39	\$36.90	\$89.29
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

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06981 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 04 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 05 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Landscape Laborer	5/1/2024		\$30.70	\$24.23	\$54.93
Landscape Laborer	5/1/2025		\$32.15	\$24.30	\$56.45
Marble Finisher	5/1/2025		\$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)	5/1/2025		\$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)	5/1/2025		\$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	5/1/2025		\$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
Pointers, Caulkers, Cleaners	5/1/2026		\$53.35	\$32.30	\$85.65
Roofers (Composition)	5/1/2025		\$46.03	\$34.77	\$80.80

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

Project: 26-06981 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Composition)	5/1/2026		\$47.53	\$35.22	\$82.75
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
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	7/15/2025		\$33.48	\$26.41	\$59.89
Sign Makers and Hangars	7/15/2026		\$36.38	\$25.01	\$61.39
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	5/1/2025		\$50.00	\$32.80	\$82.80
Stone Masons	5/1/2026		\$51.50	\$33.80	\$85.30
Terrazzo Finisher	5/1/2025		\$45.61	\$29.41	\$75.02
Terrazzo Finisher	5/1/2026		\$47.78	\$29.61	\$77.39
Terrazzo Grinder	5/1/2025		\$45.88	\$29.41	\$75.29
Terrazzo Grinder	5/1/2026		\$47.78	\$29.61	\$77.39
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	5/1/2025		\$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	6/1/2025		\$27.42	\$15.13	\$42.55

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06981 - 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 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
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

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06981 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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)	5/1/2024		\$39.70	\$19.63	\$59.33
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: 26-06981 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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)	5/1/2025		\$68.89	\$44.73	\$113.62
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
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

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SECTION 009000 – CONSTRUCTION FORMS

The attached forms shall be used during the course of this project. Substitute forms will not be acceptable.

1. PA Request for Criminal Record Check
2. Pennsylvania Child Abuse History Certification (Form CY 113)
3. Change Order Form (AIA Document G701– 2017)
4. Application and Certificate for Payment (AIA Document G702 – 1992)
5. Continuation Sheet (AIA Document G703 – 1992)
6. Certificate of Substantial Completion (AIA Document G704– 2017)
7. Subcontractors List
8. Contractor's Affidavit of Payment of Debts & Claims (AIA Document G706 – 1994)
9. Contractor's Affidavit of Release of Liens (AIA Document G706A – 1994)
10. Consent of Surety to Final Payment (AIA Document G707 – 1994)
11. Consent of Surety to Reduction or Partial Release of Retainage (AIA Document G707A – 1994)
12. Proposal Request (AIA Document G709 – 2018)
13. Architects Supplemental Instructions (AIA Document G710 – 2017)
14. Construction Change Directive (AIA Document G714 - 2017)
15. Request for Information Form
16. Submittal Cover Sheet Form
17. Equipment Suppliers List
18. Pennsylvania Statutes

This section contains thirty-four (34) pages, not including cover page.

END OF SECTION

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

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

TRY OUR WEBSITE FOR A QUICKER RESPONSE
<https://epatch.state.pa.us>

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

**FOR CENTRAL REPOSITORY USE ONLY
CONTROL NUMBER**

AFTER COMPLETION MAIL TO:

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

DO NOT SEND CASH OR PERSONAL CHECK

CHECK ONE BLOCK

- ☐ INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$22.00, PAYABLE TO:
 "COMMONWEALTH OF PENNSYLVANIA"
 THE FEE IS NONREFUNDABLE
- ☐ NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$27.00, PAYABLE TO:
 "COMMONWEALTH OF PENNSYLVANIA"
 THE FEE IS NONREFUNDABLE
- ☐ FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

SUBJECT OF RECORD CHECK				
(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE
The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information <u>contained in the files of the Pennsylvania State Police Central Repository only.</u>				
FEEES FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00. ***MAKE ALL MONEY ORDERS PAYABLE TO: <u>COMMONWEALTH OF PENNSYLVANIA</u> ***				
REASON FOR REQUEST ◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶				
☐ INTERNATIONAL ADOPTION - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)				
☐ ADOPTION (DOMESTIC) ☐ EMPLOYMENT ☐ VISA ☐ OTHER				

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

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

PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

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

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

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

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

PURPOSE OF CERTIFICATION (Check one box only)

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

<div style="display: flex; justify-content: space-between;"> <div>_____
SIGNATURE OF OIM/CAO REPRESENTATIVE</div> <div>_____
OIM/CAO PHONE NUMBER</div> </div> |
|---|--|

AGENCY/ORGANIZATION NAME:

PAYMENT AUTHORIZATION CODE, IF APPLICABLE:

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

APPLICANT DEMOGRAPHIC INFORMATION (DO NOT USE INITIALS)

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

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

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

CONTACT INFORMATION

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

PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

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

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

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

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

APPLICANT'S SIGNATURE

DATE

CHILDLINE USE ONLY		
DATE RECEIVED BY CHILDLINE	SUFFICIENT PAYMENT INFORMATION RECEIVED ☐ YES ☐ NO ☐ VALID PAYMENT AUTHORIZATION CODE ☐ WAIVED (supervisor initials) _____	CERTIFICATION ID #

INSTRUCTIONS TO COMPLETE THE PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION APPLICATION:

General:

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

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

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

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

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

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

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

Applicant Demographic Information:

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

Address:

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

Contact Information:

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

Previous Names Used Since 1975:

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

Previous Addresses Since 1975:

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

Household Members:

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

Signature:

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

CHILDLINE USE ONLY:

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

Additional Information:

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

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Renovations to the Owen J. Roberts
 School District, District Services
 Center
 932 Sanatoga Road
 Pottstown, PA 19465

CONTRACT INFORMATION:
 Contract For:

Date:

CHANGE ORDER INFORMATION:
 Change Order Number:

Date:

OWNER: *(Name and address)*
 Owen J. Roberts School District
 901 Ridge Road
 Pottstown, PA 19465

ARCHITECT: *(Name and address)*
 Hord Coplan Macht, Inc.
 d/b/a SCHRADERGROUP Studio
 555 E. North Lane
 Suite 5100, Bldg D., Second Fl.
 Conshohocken, PA 19428

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	0.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SCHRADERGROUP Studio
ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

Owen J. Roberts School District
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	Owen J. Roberts School District 901 Ridge Road Pottstown, PA 19465	PROJECT:	Renovations to the Owen J. Roberts School District, District Services Center 932 Sanatoga Road Pottstown, PA 19465	APPLICATION NO:		Distribution to:	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐
FROM CONTRACTOR:		VIA ARCHITECT:	Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio 555 E. North Lane Suite 5100, Conshohocken, PA 19428	PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS:	/ /		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$0.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703) =	\$0.00
b. 0 % of Stored Material (Column F on G703) =	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$0.00

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA Document, G702TM-1992, Application and Certification for Payment, or G736TM-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

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AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Renovations to the Owen J. Roberts School District, District Services Center 932 Sanatoga Road Pottstown, PA 19465	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Certificate Number: Date:
OWNER: <i>(name and address)</i> Owen J. Roberts School District 901 Ridge Road Pottstown, PA 19465	ARCHITECT: <i>(name and address)</i> Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio 555 E. North Lane, Suite 5100 Conshohocken, PA 19428	CONTRACTOR: <i>(name and address)</i>

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

SCHRADERGROUP
Studio

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR (<i>Firm Name</i>) Owen J. Roberts School District	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER (<i>Firm Name</i>)	SIGNATURE	PRINTED NAME AND TITLE	DATE



SECTION 009000H - SUBCONTRACTORS LIST

Herewith is the List of Subcontractors who will perform the Work on the Project referenced in the Bid submitted by:

(Bidder)

_____ to

(Owner)

dated _____ and which is an integral part of the Bid Form.

The following Work will be performed or provided by the named Subcontractors and coordinated by us:

SECTION OF WORK (SPEC SECTION)	SUBCONTRACTOR / TELEPHONE NO.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DRAFT AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Renovations to the Owen J. Roberts School District, District Services Center 932 Sanatoga Road Pottstown, PA 19465	ARCHITECT'S PROJECT NUMBER: 225180.00	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> Owen J. Roberts School District 901 Ridge Road Pottstown, PA 19465	CONTRACT FOR: CONTRACT DATED:	

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

Renovations to the Owen J. Roberts
School District, District Services
Center
932 Sanatoga Road
Pottstown, PA 19465

ARCHITECT'S PROJECT

NUMBER:

225180.00

CONTRACT FOR:

CONTRACT DATED:

TO OWNER: *(Name and address)*

Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA® Document G707™ - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

Renovations to the Owen J. Roberts School
District, District Services Center
932 Sanatoga Road
Pottstown, PA 19465

ARCHITECT'S PROJECT NUMBER: 225180.00**CONTRACT FOR:****CONTRACT DATED:****TO OWNER:** *(Name and address)*

Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

DRAFT AIA[®] Document G707A[™] - 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: *(Name and address)* **ARCHITECT'S PROJECT NUMBER:** 225180.00

Renovations to the Owen J.
Roberts School District, District
Services Center
932 Sanatoga Road
Pottstown, PA 19465

CONTRACT FOR:

TO OWNER: *(Name and address)*

Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

DRAFT

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
Renovations to the Owen J. Roberts
School District, District Services
Center
932 Sanatoga Road
Pottstown, PA 19465

CONTRACT INFORMATION:
Contract For:

Date:

Architect's Project Number: 225180.00
Proposal Request Number:

Proposal Request Date:

OWNER: *(name and address)*
Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19465

ARCHITECT: *(name and address)*
Hord Coplan Macht, Inc. d/b/a
SCHRADERGROUP Studio
555 E. North Lane, Suite 5100
Conshohocken, PA 19428

CONTRACTOR: *(name and address)*

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE

DRAFT

AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*
Renovations to the Owen J. Roberts
School District, District Services
Center
932 Sanatoga Road
Pottstown, PA 19465

CONTRACT INFORMATION:
Contract For:

Date:

ASI INFORMATION:
ASI Number:

Date:

OWNER: *(name and address)*
Owen J. Roberts School District
901 Ridge Road
Pottstown, PA 19082

ARCHITECT: *(name and address)*
Hord Coplan Macht, Inc. d/b/a
SCHRADERGROUP Studio
555 E. North Lane, Suite 5100
Conshohocken, PA 19428

CONTRACTOR: *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

SCHRADERGROUP Studio
ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

DRAFT

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: <i>(name and address)</i> Renovations to the Owen J. Roberts School District, District Services Center 932 Sanatoga Road Pottstown, PA 19465	CONTRACT INFORMATION: Contract For: Date:	CCD INFORMATION: Directive Number: Date:
OWNER: <i>(name and address)</i> Owen J. Roberts School District 901 Ridge Road Pottstown, PA 19465	ARCHITECT: <i>(name and address)</i> Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio 555 E. North Lane, Suite 5100 Conshohocken, PA 19428	CONTRACTOR: <i>(name and address)</i>

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☒ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$ per
 - ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - ☐ As follows:

- The Contract Time is proposed to . The proposed adjustment, if any, is .

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

SCHRADERGROUP Studio
ARCHITECT *(Firm name)*

Owen J. Roberts School District
OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

SECTION 009000R - EQUIPMENT SUPPLIERS LIST

Herewith is the List of the Suppliers of Equipment to be installed in the Project referenced in the Bid submitted by:

(Bidder) _____ to

(Owner) _____

dated _____ and which is an integral part of the Bid Form.

EQUIPMENT COMPONENTS OR ITEMS	SUPPLIER / TELEPHONE NO.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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SECTION 009000S - PENNSYLVANIA STATUTES

I. Purdon's Statutes – Title 3 (Agriculture)

Pennsylvania Fertilizer Law of 1956, Act of May 29, 1956 (P.L. (1955) 1795), as amended, 3 P.S. 68.1 et seq.

Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, NO. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Plant Pest Act, Act of December 16, 1992 (P.L. 1228, No. 162), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes – Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 332), as amended, 18 Pa.C.S.A. 101 et seq.

IV. Purdon's Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended, H.B. 564, Session of 2004, 24 P.S. 1-101 et seq.

V. Purdon's Statutes – Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa.C.S.A. 101 et seq.

VI. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134), as amended, 32 P.S. 741 et seq.

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103), as amended, 32 P.S. 816.1 et seq.

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Scenic Rivers Act, as amended, 32 P.S. 820.21 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 32 Pa.C.S.A. 101 et seq.

VIII. Purdon's Statutes – Title 35 (Health and Safety)

(Relating to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926), as amended, 35 P.S. 655.1 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

Pennsylvania Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535),

as amended, 35 P.S. 750.1 et seq.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

Pennsylvania Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400), as amended, 35 PS. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119), as amended, 35 P.S. 4001 et seq.

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 1650), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147), as amended, 35 P.S. 7110.101 et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12), as amended, 35 P.S. 7130.101 et seq.

Pennsylvania Uniform Construction Code, as amended by S.B. 1139, Session of 2004, 35 P.S. 7210.301-7210.304

Pennsylvania Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242), as amended, 36 P.S. 670-101 et seq.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

X. Purdon's Statutes – Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72), as amended, 37 Pa.C.S.A. 101 et seq.

Pennsylvania Historic Preservation Act, as amended, 37 Pa. C.S.A. 501, et seq.

XI. Purdon's Statutes – Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654), as amended, 43 P.S. 25-1 et seq.

Apprenticeship and Training Act, Act No. 304, P.L. 604, as amended, 43 P.S. 90.1 et seq.

Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), as amended, 43 P.S. 165-1 et seq.

Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, as amended, 43 P.S. 951 et seq.

Public Employee Relations Act, as amended, 43 P.S. 1101.201 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93), as amended, 43 P.S. 1301.101 et seq.

XII. Purdon's Statutes – Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

Pennsylvania Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Banks of Streams), Act of June 27, 1913 (P.L. 640), as amended, 52 P.S. 631 et seq.

(Related to Caving-In, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095), as amended, 52 P.S. 681.1 et seq.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258), as amended, 52 P.S. 682 et seq.

Pennsylvania Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141), as amended 52 P.S. 809 et seq.

(Related to Maps and Plans), Act of June 15, 1911 (P.L. 954), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198), as amended, 52 P.S. 1396.1 et seq.

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

(Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966, (P.L. 40, Sp. Sess. No. 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219), as amended, 52 P.S. 3301 et seq.

XIII. Purdon's Statutes – Title 53 (Municipal Corporation)

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000.101 et seq.

Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10101 et seq.

XIV. Purdon's Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

Pennsylvania Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223), as amended, 58 P.S. 601.101 et seq.

XV. Purdon's Statutes – Title 62 (Procurement)

Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. 3931 et seq.

XVI. Purdon's Statutes - Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVII. Purdon's Statutes – Title 64 (Public Lands)

Pennsylvania Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVIII. Purdon's Statutes – Title 65 (Public Officers)

The Right-To-Know Law, as amended, 65 P.S. 66.1 et seq.

XIX. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

XX. Purdon's Statutes – Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess. No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2), as amended, 72 P.S. 7602.1 et seq.

XXI. Purdon's Statutes – Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq.

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. 1881, et seq.

XXII. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa.C.S.A. 8301 et seq.

XXIII. Purdon's Statutes – Title 77 (Workmen's Compensation)

Pennsylvania Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXIV. Pennsylvania Constitution – Article 1, Section 27 (Adopted May 18, 1971).

FEDERAL STATUTES

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1912)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2651-2654))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1464)

Community Environmental Response Facilitation Act (42 U.S.C. 9620 note)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675)

Educate America Act of 1994, as amended from time to time, including, without limitation the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136-136y)

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act Sections 1401-1451 (42 U.S.C. 300f-300j-11))

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

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SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Division 00 - Bidding and Contract Requirements and Division 01 - General Requirements apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The proposed scope of work generally consists of approximately 12,300 s.f. of alterations to the existing Owen J. Roberts District Service Center. The work also includes renovation to the entire roof system which is approximately 79,100 sf. Approximately 46,200sf of roof includes removing the existing asphalt shingles and replacing with a standing-seam metal roofing system; the remainder is a flat roof area that will receive a liquid roofing system. Renovation work includes but is not limited to the following: demolition and interior alterations to a portion of the existing building for new offices and support spaces. The renovated areas will receive new finishes, and new mechanical, electrical, and plumbing systems.
- B. Site work will consist of striping the existing paved parking areas.

1.3 SAFETY

The General Contractor shall be designated as the "Lead Contractor" with respect to jobsite safety. Responsibilities and authority of the Contractor shall be as follows:

- A. The Contractor will be responsible to inspect and maintain safe working conditions on the jobsite.
- B. The contractor will maintain a "competent person" on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during inspection by OSHA employees.
- C. The Contractor shall make corrections in the event of a safety violation. Failure of Contractor to take prompt action (within 24 hours following written notice) to correct a safety violation shall empower the Owner to make the necessary corrections and to receive full compensation for such corrections directly from the offending contractor. The Architect and engineer will verify and provide documentation of time and material expended to make corrections.
- D. The Contractor's responsibilities and corresponding authority shall be as defined in the General Conditions of the Contract for Construction.
- E. The Contractor will maintain primary responsibility for the safety of their workers. The Contractor will endeavor to accomplish required corrections through cooperation of other Subcontractors. In the event this effort is unsuccessful, the Contractor will take action as defined above.

- F. The Owner will support the decisions and action taken by the Contractor to maintain jobsite safety.
- G. The Contractor shall provide monthly (with Payment Application per payment terms) safety inspections and reports by an independent safety consultant. Periodic inspections and reports shall be performed at least once every three months.
- H. The contractor shall provide a safety representative who is trained in first aid and CPR.

1.4 DESCRIPTION OF CONTRACT

- A. The work of this project shall be performed under four (4) Prime Construction Contracts as defined in this Section and Section 011200 - Multiple Contract Summary and the drawing documents, and shall include all labor, materials, equipment, and services necessary for the complete construction of the work shown on the drawings and specifications. All contractors are responsible for the Scope of Work as defined in the Multiple Contract Summary.
- B. The General Conditions and Division 1 - General Requirements shall apply to the Prime Contracts and Subcontracts for this Project. The Prime Contract Packages Description is to include all Work in accordance with the Contract Documents. This Contract includes all materials, labor, supervision, transportation, tools, equipment and services for the Project as shown or implied on the drawings and specified herein, or as may be required or necessary for a complete and satisfactory job.
- C. Each Contractor shall supervise his Work, using his best skills and attention. He shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of their Work, with all Work to be performed under separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by owner.
- D. All items of work listed under the Prime Contract(s) Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.
- E. The Prime Contractor shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.
- F. Contract Documents include all Drawings, Specifications, Contract Descriptions, etc. for the work of the RENOVATIONS TO THE OJR DISTRICT SERVICE CENTER. Each Prime Contractor shall review all Documents in their entirety.
- G. The Contractor will secure and the Owner will pay for the Building Permit. All other fees and permits are the responsibility of the appropriate Prime Contractors. Also, reference Section 011200, Multiple Contract Summary, pp 3, Section 1.4, Item K and Item L.

- H. The Prime Contractor will provide testing services for all work as indicated in the technical specifications and in Section 014100, unless indicated otherwise.
- I. The Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition. Confirmation of completion of this requirement shall be necessary prior to release of final payment.
- J. Definitions:
- Coordinate: The term "coordinate" means "to cooperate with related trades to furnish and install all connections between the trades in correct sequence size and location to create a complete system ready for intended use."
- Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."
- Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations."
- Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other trades, protecting, cleaning, and similar activities".
- Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- K. Multiple trips to the site will be required by the Contractor to complete this project.
- L. The following items are to be included in each Prime Contractor's Scope of Work:
1. Coordinate all work.
 2. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the field office. A final set of drawings of this Contractors work shall be submitted to the Architect upon the completion of the work.
 3. Observe and comply with at all times all Federal and State laws and regulations, and local bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all safety precautions and orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, such observance and compliance shall be solely and without qualification the responsibility of this Trades Contractor without reliance on superintendence or direction by the Owner or their Representative. The duty of enforcement of all of said laws, ordinances, regulations, orders or decrees lies with the body of agency promulgating

- them, not with the Owner or their Representatives.
4. Perform all work in accordance with the project schedule and update as the project progresses.
 5. Provide protection of existing structure, finishes and landscaping from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.
 6. The Contractor shall provide all engineering and layout for his work. The Contractor shall provide general layout for site work including parking lots and all other lay-out for his work.
 7. Provide all scaffolding, hoisting, shoring, barricades, ramps, etc., as necessary to perform the work of this contract.
 8. Provide safety and protection of persons and property per OSHA, local and state requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Provide protection at floor and roof penetrations not shown on the drawings, but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the architect prior to the start of work.
 9. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than this Contractor, the Contractor will give the Owner and their Representative timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
 10. Inspection, tests, or approvals by the Owner or their Representative shall not relieve the Contractor from their obligation to obtain required inspections by AHJ and to perform the work in accordance with the requirements of the Contract Documents.
 11. Provide all fees, Federal, State and Local taxes, special permits, inspections, etc. as required to perform the work of this Contract unless item is specifically identified as being provided by the Owner.
 12. All submittals, shop drawings and product samples must be received no later than ninety (90) days following the date of Notice to Proceed. Those submittals for critical schedule activities must be submitted and approved in time to make required deliveries. Contractors are responsible to make material deliveries to accomplish phase completions.
 13. No tobacco products, vaping, or alcoholic beverages will be allowed on the School District property. Reference the School District Policy which will be enforced for the full duration of the construction process.
 14. The Owner and their Representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating State of Pennsylvania, or local authority having jurisdiction representative(s) shall be permitted to inspect all work, materials, and other relevant data and records. This Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
 15. Verify existing conditions prior to start of work and notify Architect/Engineer of any discrepancies.

16. Pennsylvania Act 34 requires that all employees on the project site must have a valid criminal history report on file at the School District office. All Contractors must submit the *original* and one (1) copy of this report for each employee to the Owner for approval. The original report will be returned to the Contractor and the copy kept for record. Contractors shall submit FBI reports for all employees. Also reference Specification Section 00211 – Background Checks (Criminal, Child Abuse, and FBI) requirements.
17. The Contractors are responsible to clean Contractor's construction vehicle wheels in order to keep mud off paved surfaces.
18. The Prime Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The Contractor shall provide construction dumpster(s) as required for the purpose of trash removal. Removal of demolition debris from site will be by the Contractor. Hazardous materials shall not be placed in the dumpster, but should be removed from site by the Contractor.
19. The Contractor is responsible to provide dust, toxic fume and noise control for their own work. Noise and vibration or any other construction related activities which create excessive disturbances must be coordinated with the school district in advance of scheduling these activities.
20. Identification badges must be worn by all Contractor Employees working on the Project site, as provided by the School District.
23. Each week the Contractor is to provide to the designated Owners project representative a Daily Log that states the number of employees on site each day, work performed each day; subcontractors, number of employees and work performed each day; any issues; any resolutions to issues. This applies to each Prime Contractor, and shall be provided in the appropriate interface module of submittal exchange.
24. All other duties and requirements identified in the Contract Documents.

1.5 ASBESTOS ABATEMENT

The Contractors' Work under this Project does not include the removal or rendering harmless of asbestos or polychlorinated biphenyl (PCB). The Owner will provide a separate Asbestos Abatement Consultant and Contractor to perform this work, if it is required.

In the event a Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, that Contractor shall immediately stop Work in the area affected and report condition to the Owner and Construction Manager in writing. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

Contractors shall not be required to perform any Work relating to asbestos or polychlorinated biphenyl (PCB) without their consent.

No asbestos-containing building materials shall be used in the construction products.

1.6 LEAD PAINT

The contractor is responsible for any required removal, containment and or disposal of lead paint or other lead or environmentally affected materials in accordance with the requirements stipulated by the Commonwealth of Pennsylvania and any and all Federal Requirements. All contractors are to comply with the OSHA Lead In Construction Standard (29 CFR 1926.62). This requirement is in addition to the Lead EPA RRP regulations, which are specific to lead-based paint. All prime contractors must also comply with specification section 028300- Lead Paint Base Disturbance, requirements. Lead based paint has been identified in the 1955 section (Section A West) of the building.

1.7 INVESTIGATION OF EXISTING SITE CONDITIONS

Each bidder shall carefully examine these specifications, visit the site, and become thoroughly acquainted with the conditions existing at the building and site, and satisfy himself concerning any and all existing conditions that will affect progress and construction as described in the Contract Documents or otherwise necessary to complete the work before submitting bid proposal. These conditions include, without limitation:

- (1) The location, condition, layout and nature of the Project site and surrounding areas.
- (2) Generally prevailing climatic conditions.
- (3) Anticipated labor supply and costs.
- (4) Availability and costs of materials, tools and equipment.
- (5) Other similar issues.

Submission of the proposal shall be considered as evidence that a visit to the site was conducted. The Contractor shall not be entitled to an adjustment in contract sum, contract time or any milestone date in connection with its failure to comply with the requirements of this paragraph.

1.8 DESCRIPTION OF CONTRACTS

- A. The project is specified to be made up of four prime construction contracts and shall include all labor, materials, equipment and services necessary for the complete work shown on the drawings and the specifications. The Prime Construction Contract includes:

Contract 1	General Construction
Contract 2	Mechanical Construction
Contract 3	Electrical Construction
Contract 4	Plumbing Construction (includes Fire Protection)

1.9 WORK PROVIDED BY OWNER

- A. The Owner may provide services not specified herein. It will be referenced as; Not in Contract (N. I. C.), furnished by Owner or by others.

- B. In no event shall Owner have control over, charge of or any responsibility for construction means, methods, techniques, sequences or procedures, or for safety protection, and programs in connection with the Work notwithstanding any of the rights and authority granted to the Owner in the Contract Documents.
- C. The rights granted Owner under the Contract Documents are cumulative and are not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

1.10 WORK SEQUENCE

All work shall be completed in the time specified in the Agreement between Owner and Contractor.

1.11 CONTRACTOR USE OF PREMISES

- A. General: during the construction period the Contractor shall have use of the area identified as "contract limit line" for operations, including use of the site. The Contractors' use of the premises is limited only by the Owners' right to perform construction operations with its own forces or to employ separate contractors on portions of the project.
- B. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed nor occupied or egressed through without permission from the District.
- C. The Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the Drawings; any difference which may be found should be submitted to the Architect for consideration before proceeding with the work.
- D. Prime Contractor is responsible for all testing required to ensure that their respective systems are installed and working properly.
- E. Prime Contractor shall take all appropriate measures to avoid contact with students and with District staff members.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Technical Specifications are organized into Divisions and Sections using the CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate.

Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

3. All references to days shall mean calendar days unless otherwise designated.

PART 2 - EXECUTION (NOT APPLICABLE)

END OF SECTION 011100

SECTION 011200 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description of Contracts.
- B. General Coordination and distribution of work between prime contracts.
- C. Refer to other Sections and Drawings for further descriptions of work and coordination.

1.2 RELATED SECTIONS

- A. Section 011100 - SUMMARY OF WORK
- B. Section 013200 – CONSTRUCTION PROGRESS DOCUMENTATION
- C. Section 015100 - TEMPORARY UTILITIES AND FACILITIES

1.3 SAFETY - LEAD CONTRACTOR DESIGNATION

The General Trades Contractor shall be designated as the “Lead Contractor” with respect to jobsite safety. Responsibilities and authority of the Contractor shall be as follows:

- A. Where the work of one (1) Contractor places another contractor’s workers in jeopardy, the “Lead Contractor” shall direct and coordinate the effort of the Contractors to ensure that jobsite safety is maintained. The lead Contractor will be responsible to inspect and maintain safe working conditions on the jobsite.
- B. The lead contractor will maintain a “competent person” on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during inspection by OSHA employees.
- C. The lead Contractor may direct another Contractor to make corrections in the event of a safety violation. Failure of another Contractor to take prompt action (within 24 hours following written notice) to correct a safety violation shall empower the lead Contractor to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Architect and engineer will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of the expense from the offending Contractor through deduct Change Order.
- D. The lead Contractor’s responsibilities and corresponding authority shall be as defined in the General Conditions of the Contract for Construction.
- E. The individual Prime Contractors will maintain primary responsibility for the safety of their workers. The “Lead Contractor” will serve to identify areas of concern

and will endeavor to accomplish required corrections through cooperation of other Prime Contractors. In the event this effort is unsuccessful, the "Lead Contractor" will take action as defined above.

- F. The Owner will support the decisions and action taken by the "Lead Contractor" to maintain jobsite safety. The Owner will promptly make payment to the "Lead Contractor" when corrective action has been taken on behalf of an offending Contractor, and the "Lead Contractor" has provided appropriate documentation.
- G. Lead Safety Contractor shall provide monthly (with Payment Application per payment terms) safety inspections and reports by an independent safety consultant. Periodic inspections and reports shall be performed at least once every three months.
- H. Each contractor shall provide a safety representative who is trained in first aid and CPR.

1.4 DESCRIPTION OF CONTRACTS

- A. The work of this project shall be performed under 4 Prime Contracts as defined in this Section.
- B. The following is a list of the Prime Contracts to be bid for this project:
- C. Contract 1General Construction
Contract 2Mechanical Construction
Contract 3Electrical Construction
Contract 4Plumbing/FP Construction
- D. The General Conditions and Division 1 - General Requirements shall apply to all Prime Contracts and Subcontracts for this Project. Each Prime Contract Package Description is to include all Work in accordance with the Contract Documents, except Work covered by other Prime Contract Package Descriptions. Collectively, these Prime Construction Contracts include all materials, labor, supervision, transportation, tools, equipment and services for the Project as shown or implied on the drawings and specified herein, or as may be required or necessary for a complete and satisfactory job.
- E. If there is a conflict on a specific item with regards to assignment of work to a specific contractor between the Contract Documents and the Prime Contract Package Description as stated herein, the Prime Contract Package Description will govern; however, if an item is covered in the Contract Documents, but not reiterated in the Prime Contract Package Description, the Bidder will be responsible for that item of work.

If an item is covered in two or more contract package descriptions, each Contractor shall include the item at the time of bid. After Contract award, a credit will be solicited for work in question.
- F. Each Contractor shall supervise his Work, using his best skills and attention. He

shall be solely responsible for construction means, methods, techniques, sequences, dimensions, and procedures and/or coordinating all portions of their Work, with all Work to be performed under separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by owner.

- G. All items of work listed under the Prime Contract Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.
- H. All Prime Contractors shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.
- I. All Prime Contractors shall maintain, contribute to and coordinate the schedule as outlined in Specification Section 013200.
- J. Contract Documents include all Drawings, Specifications, Contract Descriptions, etc. for the work of RENOVATIONS TO THE OWEN J. ROBERTS DISTRICT SERVICE CENTER. Each Prime Contractor shall review all Documents in their entirety.
- K. The Contractor will secure and the Owner will pay for the Building Permit. All other fees and permits are the responsibility of the appropriate Prime Contractors.
- L. The Installing Prime Contractors will provide testing services all work as indicated in the technical specifications. The Owner will provide quality assurance testing as part of Section 014100, unless indicated otherwise.
- M. Each Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition except areas designated on the site utilization plan, which shall be the responsibility of the General Contractor. Confirmation of completion of this requirement shall be necessary prior to release of final payment.
- N. Definitions:

Coordinate: The term "coordinate" means "to cooperate with related trades to furnish and install all connections between the trades in correct sequence size and location to create a complete system ready for intended use."

Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and

similar operations."

Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other trades, protecting, cleaning, and similar activities".

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

O. The following items are to be included in each Prime Contractor's Scope of Work:

1. Coordinate all work with other Prime Contractors.
2. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the field office. A final set of drawings of this Contractors work shall be submitted to the Architect upon the completion of the work.
3. Observe and comply with at all times all Federal and State laws and regulations, and local bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all safety precautions and orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, such observance and compliance shall be solely and without qualification the responsibility of this Trades Contractor without reliance on superintendence or direction by the Owner or their Representative. The duty of enforcement of all of said laws, ordinances, regulations, orders or decrees lies with the body of agency promulgating them, not with the Owner or their Representatives.
4. Perform all work in accordance with the project schedule and update as the project progresses.
5. Provide protection of existing and new roofing system, equipment, structure, finishes and landscaping from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.
6. The General Contractor shall provide all engineering and layout for his work. In addition, the General Contractor shall provide and maintain throughout the project all column centerlines. The General Contractor will provide layout for all walls and partitions. The General Contractor shall provide general layout for site work including parking lots, site improvements and all other lay-out for his work. Other Contractors shall coordinate with General Contractor. Each Trade Contractor shall be responsible for all other survey, engineering, layout, etc. required to execute their work. Each Trades Contractor, at his own expense is to provide all stakes, templates and labor required in laying out their work and is responsible for proper execution of the work to the lines and

- grades shown on the drawings or as indicated by the Architect/Engineer.
7. The General Contractor shall provide all dewatering required to perform the work of their contract.
 8. The General Contractor will provide all scaffolding, hoisting, shoring, barricades, ramps, etc., as necessary to perform the work of this contract. General Contractor shall coordinate with other primes.
 9. General contractor will be responsible for removal, reinstallation, and replacement (if damaged) of existing accessible ceiling tiles that are to remain as required for above ceiling work of other trades in existing spaces.
 10. Provide safety and protection of persons and property per OSHA, local and state requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Provide protection at floor, wall, and roof penetrations not shown on the drawings, but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the "Lead Contractor" prior to the start of work.
 11. Promptly address the recommendations made by the "Lead Contractor" for jobsite safety.
 12. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than this Trades Contractor, the Contractor will give the Owner and their Representative timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
 13. Inspection, tests, or approvals by the Owner or their Representative shall not relieve the Trades Contractors from their obligation to perform the work in accordance with the requirements of the Contract Documents.
 14. Provide all fees, Federal, State and Local taxes, special permits, inspections, etc. as required to perform the work of this Contract unless item is specifically identified as being provided by the Owner.
 15. All submittals, shop drawings and product samples must be received no later than ninety (90) days following the date of Notice to Proceed. Those submittals for critical schedule activities must be submitted and approved in time to make required deliveries. Contractors are responsible to make material deliveries to accomplish phase completions. All project submittals, RFI's, and daily field reports will be completed via submittal exchange. Each Prime Contractor must manage their open/required submittals, RFI's, etc. to achieve dates as established in the approved project schedule.
 16. No guns, illegal drugs, tobacco products or alcoholic beverages will be allowed on this project or School property. The School District may require any individual employed on engaged in the project, either directly or indirectly, to submit to drug, and/or alcohol testing, on the basis of reasonable suspicion or if an individual has been involved in an accident. Random drug and/or alcohol testing is strongly encouraged. All testing shall be paid by the Prime Contractors. Any individual who refuses to

- cooperate with or submit for testing or who test positive for alcohol or drugs shall be excluded from the job site at the direction of the School District.
17. The Owner and their Representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating State of Pennsylvania, or local authority having jurisdiction representative(s) shall be permitted to inspect all work, materials, and other relevant data and records. This Trades Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
 18. Verify existing conditions prior to start of work and notify Architect/Engineer of any discrepancies.
 19. The General Contractor shall provide for all temporary enclosures of building openings as required to maintain the schedule of the project. Should any Contractor have materials pertinent to the enclosure of the building, that are delayed on the project, which in turn delays the work of other Contractors, or delays the enclosure of the building, that Contractor shall be required to provide and/or maintain the temporary enclosures, or materials required to enclose the missing portions of that Contractor's Work. All temporary enclosures must be presented to an authorized representative of the school district, the architect and the authorities having jurisdiction for review and approval. The contractor responsible for the temporary enclosure is required to maintain all necessary means of emergency egress, accessibility and security as required by the school district, the architect and the authorities having jurisdiction.
 20. Each Contractor shall provide holes in structural steel as required for the installation of their work with the approval of the Architect and Engineer. The structural reinforcing must be in accordance with the requirements of Specification Section 051200.
 21. Each Contractor shall provide sealants in accordance with Specification Section 079200 in any and all conditions where materials installed by the Contractor abut dissimilar materials (vertical and horizontal joints). Each contractor is also responsible for sealing penetrations required for the scope of that trade.
 22. Pennsylvania Act 34 requires that all employees on the project site must have valid clearances and background checks (criminal record, child abuse and FBI fingerprinting) on file at the Owen J. Roberts School District office. All Contractors must submit the original and one (1) copy of each report for each employee to the Owner for approval. The original report will be returned to the Contractor and the copy kept for record. Also reference Specification Section 002110 – Background Checks (Criminal, Child Abuse, and FBI) requirements.
 23. All Contractors are responsible to clean Contractor's construction vehicle wheels in order to keep mud off paved surfaces.
 24. Each Prime Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The General Contractor shall provide construction dumpster(s) as required for the purpose of trash removal for all Prime Contractors. Removal of

- demolition debris from site will be by the Contractor performing the demolition. Hazardous materials shall not be placed in the dumpster, but should be removed from site by Prime Contractor responsible for material. Those Contractors on site shall provide labor to assist in this cleanup.
25. All Contractors are responsible to provide dust, toxic fume and noise control for their own work. Noise and vibration or any other construction related activities which create excessive disturbances must be coordinated with the school district in advance of scheduling these activities.
 26. All construction areas must be completely sealed to prevent dust, debris, and odors from entering the adjoining occupied areas. The construction area must be maintained in a NEGATIVE PRESSURE status at all times throughout the construction phasing process.
 27. Identification badges must be worn by all Contractor Employees working on the Project site, as provided by the Owen J. Roberts School District.
 28. Cutting and Patching:
 - a. Exposed finished materials, structural elements, watertight assemblies, HVAC and electrical equipment and systems.
 - i. Newly Installed Materials: A Contractor, requiring the cutting of openings in new work shall have such openings cut and patched by the trade which installed the work and such cutting and patching shall be at the expense of the Contractor, requiring the opening, unless specified otherwise.
 - ii. Approval to do such cutting and patching shall be received from the architect prior to proceeding with the work and shall include installation of such reinforcement of the work as the Architect may Direct.
 - b. Other locations: Cutting and sealing of penetrations in other locations including fire-stopping shall be by the Contractor requiring the cutting of such openings.
 - c. All blocking, bracing, reinforcement or structural enhancement required due to cutting and patching shall be provided at no additional cost to the owner. All patching work shall match adjacent existing work unless otherwise noted.
 29. Each Prime Contractor to provide fire-safing and fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations as a result of their work. All new and/or existing penetrations at walls or ceilings related to a prime contractor's scope of work shall be fire-stopped by that contractor as per the specifications.
 30. Provide Steel and Aluminum product certifications as required under the Steel Products Procurement and Trade Practice Acts otherwise known collectively as the "Buy American" requirements of all Public Works Construction Contracts funded in part by the State of Pennsylvania.
 31. Building Coordination Drawings: Coordination drawings among the HVAC, Electrical, Plumbing, & General Contractors are required with the lead role in the coordination drawing process assigned to the Mechanical Contractor. The Mechanical Contractor shall prepare 1/4" scale

reproducible drawings with new ductwork & piping layout for review by the other Trade Contractors. The other Trade Contractors shall then prepare and provide reproducible additions/modifications representing their work to the Mechanical Contractor, who will then prepare final layout and coordination drawings illustrating work by all Trades on one set of coordination drawings for the project as a part of his Contract price. The Mechanical Contractor shall conduct coordination meetings with all Trade Contractors to discuss and resolve interference problems. Once each Trade Contractor has initialed with approval the coordination drawings, the Mechanical Contractor shall submit the coordination drawings to the Architect and Engineer for review. The other Trade Contractors should finalize their shop drawings in accordance with the coordination drawings and submit to the Architect and Engineer.

Schedule: The Mechanical Contractor shall prepare and distribute ductwork, diffuser and piping drawings within 15 days after start of construction. The other Trade Contractors shall then prepare and distribute to the General Contractor their CADD input within 15 days. Final coordination drawings to be completed and distributed by the Mechanical Contractor within 30 days after start of construction. Investigate existing hidden structural conditions and MEP system locations above ceilings as part of coordination. Verify through field observations that proposed coordination drawings can be implemented as planned without the need to have another prime contractor modify existing conditions.

30. General contractor shall provide temporary railings and protection at all floor openings, stairs, elevated floor perimeters, etc., as required by OSHA for protection of their work. Protection for excavations shall become the sole responsibility of the Trade Contractor conducting the excavation.
31. Each prime contractor shall provide water-tight thru-wall sleeves to ensure proper seal at penetrations through foundation wall systems associated with their work.
31. Each prime contractor is responsible to ensure that all necessary inspection requirements have been performed and completed by authorities having jurisdiction in order to achieve Substantial Completion.
32. Each week Prime Contractors are to provide to the Owner's Designated Project representative a Daily Log that states the number of employees on site each day, work performed each day completed and distributed electronically in submittal exchange; subcontractors, number of employees and work performed each day; any issues; any resolutions to issues; including any temperature and weather conditions.
33. NO Asbestos-containing materials shall be used in this project. Each prime contractor shall submit a certified letter to the Owner at the end of the project indicating no asbestos-containing building materials were used in the construction of the project.
34. All other duties and requirements identified in the Contract Documents.
35. PROJECT SOFTWARE: The General Contractor shall include the full cost of procuring submittal software services known as Submittal Exchange for

this project. General Contractor to contact Submittal Exchange at <https://www.oracle.com/construction-engineering/submittal-exchange/>, or by phone at 1-800-633-0738, for pricing to include within base bid. The pricing that is provided will include access for all Prime Contractors, Owner, Architect, and others as required.

- Once this software is purchased, all controls and setup of this program for the project will be turned over to the Architect. This is not for the Contractors own use with-in or for their subcontractor tracking.
- All submission processing from Prime Contractors to their subcontractors will be the responsibility of that Contractor to Distribute.

PART 2 - SEPARATE CONTRACT DESCRIPTIONS

2.01 CONTRACT No. 1 - GENERAL CONSTRUCTION

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "General Contractor" shall mean the same as the "General Construction Contractor".

B. SPECIFICATION SECTIONS:
DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 – SITE WORK
All Sections

DIVISION 03 – CONCRETE
All Sections

DIVISION 04 – MASONRY
All Sections

DIVISION 05 – METALS
All Sections

DIVISION 06 – WOOD & PLASTICS
All Sections

DIVISION 07 – THERMAL & MOISTURE PROTECTION
All Sections

DIVISION 08 – DOORS & WINDOWS
All Sections

DIVISION 09 – FINISHES
All Sections

DIVISION 10 – SPECIALTIES
All Sections

DIVISION 11 – EQUIPMENT
All Sections

DIVISION 12 – FURNISHINGS
All Sections

DIVISION 13 – SPECIAL CONSTRUCTION
N/A

DIVISION 14 – CONVEYING SYSTEMS
N/A

DIVISION 31 – EARTHWORK
All Sections

DIVISION 32 – EXTERIOR IMPROVEMENTS
All Sections

DIVISION 33 – UTILITIES
All Sections

DIVISIONS 20-34
All Sections (Coordinate and/or provide where applicable)

C. Narrative Description of Contract No. 1 - GENERAL CONSTRUCTION. The work of this Contract includes, but shall not be limited to the following items:

1. Provide all fees, Federal, State and Local taxes and inspections, as required to perform the work of this contract. This does not include the building permit, which will be provided by the Owner.
2. Provide all engineering and layout required to perform the work of this contract. Utilize a professional licensed surveyor to lay out all building corners, to provide a proper benchmark elevation (or elevations) for new building location and to establish finished slab on grade elevations from those benchmarks. Benchmark(s) will be protected until after all slab on

- grade work, sidewalks and concrete curb work is completed.
3. Provide temporary railings and protection at all floor openings, stairs, elevated floor perimeters, roof openings, roof perimeters, etc., as required by OSHA. Protection for excavations shall become the sole responsibility of the Trade Contractor conducting the excavation.
 4. Provide temporary toilet facilities as per Specification Section 015100.
 5. Provide general snow removal through-out the project in order to facilitate construction. General Trades Contractor shall be responsible to remove snow from roof surfaces and roof deck in order to facilitate installation of roofing system. General Trades Contractor shall be responsible to remove snow as required for Site Construction.
 6. Perform all final cleaning for the project except cleaning work specified to be by another trade.
 7. Provide temporary construction access drive, parking and staging areas. Provide and maintain stoned areas for field offices, laydown areas and temporary construction or access roads as required. Restore to final design condition at completion of the project.
 8. Provide all quality control testing as required by the Contract Documents for the work of this Contractor, exclude testing specifically indicated to be provided by the Owner.
 9. Provide for sweeping and cleaning all parking lots and roadways during the entire project. Provide for removal off site of all waste or excess materials generated by this work.
 10. Provide all general and select demolition except that specifically indicated to be provided by other contractors.
 11. Verify all underground utilities prior to excavation. Furnish Architect and Engineer with confirmation. The utility lines shown on the drawings were located by field surveys or from utility companies' maps. These lines are not guaranteed or represented as being accurate by the Owner or their representative, or to be in the position indicated on the drawings. There is no guarantee or representation that all existing lines and facilities are shown on the Drawings. The contractor shall take whatever measures necessary to provide bracing and shoring to protect all existing utilities from damage. No additional payment will be made for protecting utilities, or for providing bracing and shoring. This work will be considered incidental to the work being performed. If the contractor damages existing utilities, he shall immediately notify the Architect and Engineer, the Owner and said utility company and take such measures as are necessary to ensure the safety of the workmen, the public, and the project area. He shall arrange to repair immediately all such damages to restore service and the expense incurred will be the responsibility of the contractor.
 12. It shall be the contractor's responsibility to comply with all applicable requirements of Act 287, or as amended, in order to contact all utilities within the project site and to have facilities field located and referenced prior to excavation.
 13. Provide all building and site related concrete work including footings, foundation walls, slabs on grade, pads, walls, stairs, and miscellaneous concrete. Provide all formwork, reinforcing, expansion control, fine

- grading, stone base, vapor barrier, rigid insulation, finishing, curing, accessories, etc. necessary for this work.
14. Provide line striping, handicap markings, road and parking accessories and signs, lawn and grasses as shown or specified.
 15. Provide all temporary signage and traffic control measures required by the work of this Contract.
 16. Provide all site fences and gates. Provide temporary protection of trees and shrubs. Provide restoration of disturbed lawn areas at the completion of the project. Provide all landscaping, including trees, shrubs, ground covers, plantings, seed, sod, mulch and edging.
 17. All site electrical work including site lighting and light pole bases is by Electrical Contractor.
 18. Provide all masonry construction including CMU, mortar, grout, reinforcing and accessories.
 19. Provide all masonry including all accessories.
 20. Provide all masonry anchors and structural anchor straps including field welding to structural steel if required.
 21. Provide temporary enclosures, winter protection and heat as required to install work of this contract in conformance with the project schedule.
 22. Provide dowels, embeds, concrete lintels etc. Install anchor bolts, embeds, loose steel lintels, etc., as furnished under other Prime Contracts, and installed in masonry.
 23. Install any access panels furnished by other Prime Contractors. Coordinate location and openings with Prime Contractors.
 24. Provide all structural steel, metal bar joist, metal deck, cold-formed metal framing and miscellaneous metals indicated on the architectural, civil or structural drawings.
 25. The General Trades Contractor is to provide all reinforcing steel. The General Trades Contractor is to provide all shop drawings and submittals associated with the reinforcing steel. The General Trades Contractor shall provide and maintain safety caps on all rebar dowels.
 26. With respect to OSHA requirements for steel erection, the General Contractor shall be the "controlling contractor" responsible to provide written notification for work of their contract, to the steel erector. Please reference OSHA regulations sections 1926.750 thru 1926.752, etc.
 27. Provide openings and framing in roof decks for other trades with any dimension larger than 12" for both new addition and existing renovation construction. Contractor requiring opening shall provide layout to General Contractor for openings. Openings with both dimensions smaller than 12" shall be provided by the contractor requiring the opening.
 28. Provide all loose metal lintels as noted and for openings shown on Architectural or Structural drawings and/or as may be required to install the work of this trade. All loose lintels required, but not clearly shown, scheduled or dimensioned on either Architectural or Structural Drawings shall be furnished by the trade requiring the opening. GC to install loose steel lintels furnished by other trades. The prime contractor requiring the opening shall provide lay out for lintel installations to General Contractor in a timely manner.

29. Provide all miscellaneous metal, and cold formed metal fabrications.
30. Provide all light gage metal framing.
31. Provide all rough carpentry including, but not limited to, interior wood blocking - shown or required.
32. Provide all finish carpentry including, but not limited to, custom millwork, and casework.
33. Provide all roofing systems including roofing membrane, roof insulation, metal flashing, roof edge, coping, gravel stop, fascia, soffit, gutters, downspouts, scuppers, and roof accessories.
34. Install roof drains furnished by the Plumbing Contractor. Final connection to piping shall be by the Plumbing Contractor.
35. Mechanical Contractor shall furnish curbs as required for all roof-mounted equipment to General Contractor for installation at both new addition and existing renovation construction areas. Wood blocking at roof openings to be provided by the General Contractor. Coordinate blocking locations and requirements with Mechanical Contractor.
36. Provide Firestopping and fire safing for work of this contract. Refer to remainder of prime contract descriptions for work of the other prime contracts.
37. Provide all joint sealants not specifically assigned to another Prime Contractor.
38. Provide all hollow metal frames, doors and borrowed light frames.
39. Provide wood doors.
40. Provide all access doors as shown on Architectural drawings. All other access panels required, but not shown shall be furnished by the contractor requiring the same and installed by the GC.
41. Provide finish hardware for all doors provided as part of this contract.
42. Provide all aluminum windows, storefronts, curtain walls, entrance doors, glass and glazing.
43. Provide all drywall, metal studs, insulation, and acoustical ceilings and acoustic treatments.
44. Provide all floor base, wall and ceiling finishes including VCT, carpet tile, ceramic tile, terrazzo tile, and painting.
45. Should floor moisture emissions exceed manufacturers recommended levels for standard adhesive, Contractor shall provide, at no additional cost, appropriate special adhesives or sealers that will allow floors to be installed without adversely affecting the project schedule in accordance with the manufacturer's recommendations.
46. Provide floor and/or wall preparation prior to installation of the materials of this contract, to include normal flash patching, final scraping and sweeping.
47. Clean and polish new and existing floors upon completion of installation.
48. Provide for protection of all finished installations under this contractor until acceptance by the owner.
49. Provide painting of exposed HVAC, plumbing, fire protection and electrical systems and equipment in finished spaces (except factory-finished equipment).
50. Provide all Specialties indicated in Division 10 – Specialties.

51. Provide all furnishings in Division 12 – Furnishings.
52. Plumbing Contractor to provide all installation and final connections of sinks, faucets, and fittings. Coordinate this work with the Plumbing Contractor, as provided in the contract documents.
53. Electrical Contractor shall provide devices, wiring within casework and final connections for Educational Casework as provided for in the Contract Documents.
54. Review temporary utilities specifications for General Contractor's included work.
55. Provide and coordinate all Federal, State and Local inspection required for this work.
56. The Owner will engage an independent 3rd party commissioning agent. Each prime contractor shall fully coordinate with and provide resources as required to complete commissioning of their installed systems.
57. Coordinate the location and sizing of mechanical and electrical connections with HVAC, Plumbing, and Electrical Contractors.
58. Coordinate these connections with the Prime Contractors.
59. All other duties and requirements identified in the Contract Documents.

2.02 CONTRACT No. 2 – MECHANICAL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "HVAC Contractor" or "Heating Contractor" shall mean the same as the "Mechanical Contractor".

- B. DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 THROUGH DIVISION 14
All Sections (Coordinate as applicable)

DIVISIONS 20, 21, and 23
All Sections

DIVISION 22, 26-34
All Sections (Coordinate)

- C. Narrative Description of Contract No. 2 - HVAC Construction: The work of this Contract includes, but shall not be limited to the following items:
1. Mechanical Contractor shall be the Lead in the coordination drawing process as defined in this specification section.
 2. Provide Operation and Maintenance instruction manuals and specified training to the Owner.
 3. Provide layout for the General Contractor indicating all openings in the new and existing floor, roof decks and exterior walls that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Mechanical Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not specifically shown on the Architectural or Structural drawings shall be by this Contractor.
 4. Provide protection of structure, finishes and landscaping from damage resulting from the work of this Contract. Repair any damage promptly to the satisfaction of the Owner.
 5. The General Contractor is to provide all miscellaneous metal, including loose lintels, required for openings as shown or specified on the Architectural or Structural Drawings. The trade requiring a lintel, which is not clearly indicated on either the Architectural or Structural drawings, will furnish those lintels required to install his work at new addition and existing renovation construction for the GC to install.
 5. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.
 6. Provide all Heating, Ventilation, Air Conditioning (HVAC) work as shown or specified including but not limited to vibration isolation, HVAC equipment, ductwork, duct insulation, pipe, piping systems, pipe insulation, air distribution outlets and inlets; instrumentation; test and balance of systems; valving and coil connections; air handlers; fan coil units; fire and smoke dampers; inspections; identification; roof ventilators; curbs; fans; unit and cabinet heaters; terminal equipment; pumps; hangers; blocking; support pipe anchors; supports unless designated specifically by the General Contractor, wall sleeves and flashing, etc. as shown and/or specified.
 7. HVAC Contractor to provide pumps (including power wiring/conduits to pumps) at locations where condensate lines cannot be gravity drained. The Mechanical Contractor is to provide the condensate drain lines.
 8. Install ductwork in accordance with the latest recommendations of ASHRAE and SMACNA for low and medium pressure ductwork.
 9. Provide testing and cleaning of distribution systems and equipment and final inspection for each project phase.
 10. Provide identification of equipment, valves, piping, ductwork, including finish ceilings as required.
 11. Provide all excavation, bedding, backfill, etc., as necessary to install the work of this Contract.

12. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract, but not shown or dimensioned on Architectural, Civil, and Structural Drawings. General Contractor is to provide all housekeeping and equipment pads shown and dimensioned on Architectural, Civil, and Structural drawings.
13. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.
14. Provide for miscellaneous structural framing and decking as required as result of this Contract, but not clearly shown on Architectural or Structural Drawings.
15. HVAC Contractor shall furnish curbs as required for all roof-mounted equipment to General Contractor. Wood blocking at roof openings to be by General Contractor. Coordinate blocking locations and requirements with General Contractor.
16. Provide fire-safing/fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.
17. Provide all insulation required for the scope of this Contract.
18. Furnish any access panels, which are required for, access to the work by this Contract for installation by the GC.
19. Furnish all exterior louvers and vents for installation by the General Contractor.
20. Controls for HVAC equipment shall be furnished by the HVAC Contractor. Disconnects for HVAC equipment will be furnished and installed by Electrical Contractor.
21. See section 015000 – Temporary Facilities and Utilities section for temporary heating, air conditioning and humidity requirements.
22. Systems must be complete, operational and tested to meet the requirements of PA L&I and Local codes.
23. Provide identification of valves and lines as indicated.
24. Provide cleaning, disinfecting and testing of lines and equipment and final inspection at each project phase as may be necessary to obtain partial occupancies.
25. Systems must be complete, operational and tested to meet the requirements of PA L&I and local code.
26. Provide all control wiring required for the ATC system. Power & data to ATC panels by the Electrical Contractor.
27. All other duties and requirements identified in the Contract Documents.

2.03 CONTRACT NO. 3 - ELECTRICAL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall

consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes.

B. SPECIFICATION SECTIONS:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 THROUGH DIVISION 14
All Sections (Coordinate)

DIVISIONS 20- 23
All Sections (Coordinate)

DIVISIONS 26-28
All Sections

DIVISIONS 31-34
All Sections (Coordinate)

C. Narrative Description of Contract No.3 - Electrical Construction: The working of this Contract includes, but shall not be limited to the following items:

1. Participate in the coordination drawing process as defined in this specification section.
2. Provide Operation and Maintenance instruction manuals and specified training to the Owner.
3. Provide layout for the General Contractor indicating all openings in the new and existing floor and roof decks that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Electrical Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not specifically shown on the Architectural or Structural drawings shall be by this Contractor.
4. Provide start up and training as required by the Contract Documents.
5. Review temporary facilities and controls and electrical specifications for temporary electric requirements. Temporary electric shall be provided and installed by the Electrical Contractor including site and service electric if applicable.
6. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.
7. Provide temporary power and lighting as indicated in specification section 015100 Temporary Utilities and Facilities.

8. Provide all electrical work including testing, conduit, wiring and cable, boxes, wiring devices, enclosures, equipment final connections, support devices, identification, switchboards, disconnect switches, primary and secondary grounding, panel boards, motor controls, lighting fixtures, emergency power and lighting, fire alarm and smoke detection, final HVAC and plumbing electrical connections, hangers, supports unless specifically designated by the General Contractor, blocking, wall sleeves, flashing, etc. as shown and/or specified.
9. Provide all fixtures, equipment, and wiring associated with the following systems as indicated:
 - A. Lighting and lighting controls
 - B. Power devices and distribution
10. Provide all devices, equipment, cabling, and pathways required for extension of the following existing systems:
 - A. Fire Alarm System
 - B. Access control and security systems
 - C. Telecommunications
11. Provide all cabling and pathways required for extension of the existing CCTV system. Cameras and hardware to be furnished by the Owner, installed by the electrical contractor.
12. It is the intent of the Contract for the Electrical Contractor to provide a complete system for all systems above including conduit, boxes, surfaces, raceway wire, fiber optics, patch panels, connectors, terminations, patch panels, jacks, UTP cabling, testing, equipment, brackets, hardware, layout, check out, training, etc.
13. Provide equipment and all necessary wiring for installation of the following systems
 - A. Fire Alarm System
 - B. Lighting Controls And Devices
 - C. Integrated communication systems
 - D. Security Management System
 - E. Telecommunications
14. Provide equipment and all necessary wiring for interfacing of the following systems:
 - A. HVAC Equipment
 - B. Fire Protection Equipment
 - C. Temperature Control
 - D. Plumbing Equipment
 - E. Door operators
15. Provide identification of equipment as required. Provide identification labeling to all devices indicating panel feed and breaker location.
16. Provide all cutting, patching, excavation, and backfill, including work for new incoming service, etc. as necessary to install the work of this Contract.
17. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.
18. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor, except embeds related to exterior light

- bases, which are installed by the Electrical Contractor.
19. Provide concrete for encasement of conduit, foundation/base for site lighting, etc. as required for work by this contract. Provide warning tape as required. Provide rebar reinforcement as shown on Contract Documents.
 20. Provide fire-safing and fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations made as a result of the work of this Contract.
 21. Furnish any access panels, which are required for access to the work of this Contract for installation by GC. Provide under floor boxes as shown or specified.
 22. Provide power wiring to all HVAC, electrical, plumbing, and automatic temperature controls, etc., as required or shown.
 23. Provide testing and documentation of test results for electrical and telecommunications systems as per the Contract Documents. Provide copies of testing and inspections to Owner and Architect and Engineer.
 24. Coordinate with Mechanical Contractor for electrical hook-up of mechanical equipment.
 25. Electrical Contractor shall include in his bid and be responsible for all cost associated with the Telecommunication Systems.
 26. Electrical Contractor shall provide fire alarm wiring to fire sprinkler flow and tamper switches as required. .
 27. Wire loose motor starters furnished by HVAC, Plumbing Contractors, Food Service Equipment Contractor as part of the General Contract and miscellaneous equipment. The Electrical Contractor shall furnish and install the conduit, wire and disconnects for all systems using 120 Volts A.C. and above.
 28. All other duties and requirements identified in the Contract Documents.

2.04 CONTRACT No. 4 – PLUMBING CONSTRUCTION & FIRE PROTECTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes.

B. SPECIFICATION SECTIONS

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS

All Sections

DIVISION 02 THROUGH DIVISION 14
All Sections (Coordinate as applicable)

DIVISIONS 20, 21, and 23
All Sections (Coordinate)

DIVISION 22
All Sections

DIVISIONS 26-34
All Sections (Coordinate)

C. Narrative description of CONTRACT No. 4 – PLUMBING CONSTRUCTION: The work of this contract includes, but shall not be limited to the following items:

1. Participate in the coordination drawing process as defined in this specification section.
2. Provide Operation and Maintenance manuals and instructions to Owner as specified.
3. See Architectural & Civil drawings for additional plumbing related notes.
4. Provide layout for the General Contractor indicating ALL openings in both the new and existing floor, roof decks, and exterior walls that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Plumbing Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not specifically shown on the Architectural or Structural drawings shall be by this Contractor.
5. Verify existing services prior to start of work in existing facility and notify the Architect and Engineer of any discrepancies.
6. General Contractor to provide all structural steel, miscellaneous metal, including loose lintels, required for the existing building and new building additions as shown or specified on the architectural or structural Drawings. If not indicated on Architectural or Structural Drawings, the Plumbing Contractor will furnish to the General Contractor for installation.
7. Provide all plumbing work including sanitary sewer and vent piping, waste system, domestic water piping and equipment, pipe insulation, roof and floor drains, plumbing fixtures, trim, accessories, supports unless shown or specified by others, anchorage, etc., as shown and/or specified.
8. Provide a complete storm water, sanitary system and gas system as shown on Plumbing & Civil Drawings, to 5' outside of building unless specifically noted otherwise on drawings. Provide final tie-in (of storm sewer and sanitary). Coordinate with General Contractor.
9. Provide a complete domestic water and sanitary system as shown on Plumbing & Civil Drawings to 5' outside of building. Provide final tie-in (of domestic water and sanitary system). Coordinate work with General

- Contractor.
10. Provide color-coding and identification of valves and piping as indicated including identification at finished ceiling locations as well.
 11. Provide cleaning, disinfecting and testing of lines and equipment, and final inspection.
 12. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of fixtures and equipment.
 13. Provide insulation required for the scope of this Contract.
 14. Provide all excavation, bedding and backfill, etc. as necessary to install the work of this Contract.
 15. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract, but not shown or dimensioned on Architectural, Civil, and Structural Drawings. General Contractor is to provide all housekeeping and equipment pads shown and dimensioned on Architectural, Civil, and Structural drawings.
 16. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.
 17. Provide concrete at all services crossing under or near foundations that require excavated area to be filled with concrete.
 18. Coordinate with the General Contractor installation of piping installed inside masonry units, include providing any temporary supports that are necessary.
 19. Provide fire-safing and fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.
 20. Furnish any access panels, which are required for access to the work by this Contract. Coordinate opening requirements with the General Contractor for installation by GC.
 21. Provide final cleaning of all fixtures.
 22. Plumbing Contractor to provide all sinks, fixtures, traps, etc. in Plastic Laminate Faced Casework or solid surface tops. Plumbing Contractor to provide all installation and final connections of sinks, faucets, and fittings. Coordinate this work with the General Contractor, as provided in the contract documents.
 23. Furnish roof drains, turn over to the General Contractor for installation. Final connection to the roof drain is to be by the Plumbing Contractor.
 24. Provide temporary water service for construction purposes.
 25. Work must be complete and tested to meet the requirements of PA L&I and local code inspections.
 26. Provide final sprinkler connection to Owner Furnished Equipment and Food Service Equipment, as shown and/or specified.
 27. Coordinate tie in of sprinkler system to fire alarm system with Electrical Contractor. Provide flow and tamper switches for connection to fire alarm system.
 28. Provide all sprinkler work including sprinkler piping, heads, flow and tamper switches, trim, accessories, supports unless shown or specified by others, anchorage, etc, as shown and/or specified in order to have 100% sprinkler coverage where indicated in the contract drawings.

29. Provide all hydraulic calculations to size fire protection piping system. All pipe areas shown on plans, including combined water service to building, are approximate. Actual size shall be determined by this contractor.
30. Perform fire hydrant flow and pressure test.
31. Provide identification of valves and lines as indicated.
32. Provide cleaning, disinfecting and testing of lines and equipment and final inspection at each project phase as may be necessary to obtain partial occupancies. Provide testing of underground fire protection lines per NFPA 13 requirements.
33. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of sprinkler system fixtures and equipment.
34. Provide final sprinkler connection to Owner Furnished Equipment, as shown and/or specified.
35. Coordinate tie in of sprinkler system to fire alarm system with Electrical Contractor. Provide flow and tamper switches for connection to fire alarm system.
36. Prefabrication of any sprinkler pipe is done at the sole risk of the contractor. Any modifications to prefabricated sprinkler pipe that needs to be done in the field in order to accommodate actual conditions or coordination issues shall be done at the expense of the contractor.
37. Systems must be complete, operational and tested to meet the requirements of PA L&I and local code.
38. Provide all control wiring required for the local system controls with power wiring to be provided by the Electrical Contractor.
39. The owner will engage an independent 3rd party commissioning agent each prime contractor shall fully coordinate with and provide resources as required to complete commissioning of their installed systems.
40. All other duties and requirements identified in the Contract Documents.

NOTE: The above descriptions of the scope of these Contractors' work are not complete descriptions of the Contractors' obligations for this project. The Contractors are reminded to review and familiarize themselves with all relevant Contract Documents.

END OF SECTION 011200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1: ATC System:** State the amount added/deducted from the base bid, JCI Metasys Controls to utilize Building Automation System manufactured by Distech Controls and installed by Conexus or Dynatech.
- B. **Alternate No. 2: ATC System:** State the amount added/deducted from the base bid, JCI Metasys Controls to utilize Building Automation System manufactured by Schneider Electric Controls and installed by Tri-M.

END OF SECTION 012300

SECTION 012500 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written documentation and dates required to evaluate changes.
 - 2. Maintain detailed records of work done on a time and material/force account basis.
 - 3. Provide full documentation to Architect on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.2 RELATED REQUIREMENTS

- A. OWNER-CONTRACTOR AGREEMENT: The amount of established unit prices.
- B. GENERAL PROVISIONS of the CONTRACT for CONSTRUCTION:
 - 1. Methods of determining cost or credit to Owner resulting from changes in work made on a time and material basis.
 - 2. Contractor's claims for additional costs.
- C. Section 012900: PAYMENT PROCEDURES
- D. Section 013200: CONSTRUCTION PROGRESS DOCUMENTATION
- E. Section 017800: PROJECT RECORD DOCUMENTS

1.3 DEFINITIONS

- A. Change Order: See General Conditions.
- B. Construction Change Directive, AIA Document G714: Per General Conditions of Contract, Article 7.3.
- C. Architect's Supplemental Instructions, AIA Document G710: A written order, instructions, or interpretations, signed by Architect making minor changes in the Work not involving a change in the Contract Sum or Contract Time.

1.4 PRELIMINARY PROCEDURES

- A. Architect may initiate changes by submitting a Proposal Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Architect, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason from making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate Contractors.
 - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Architect may issue a Construction Change Directive for Contractor to proceed with a change per the Change Directive Process.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.
- D. Contractor shall sign and date the Construction Change Directive to indicate agreement with the terms herein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient data to allow the Architect to evaluate the quotation.
- B. On each proposal, additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.

- a. Recommended source of purchase and unit cost.
 - b. Quantities required.
4. Taxes, insurance and bonds.
5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit.
7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time and material/force account basis, with documentation as required for a lump sum proposal, plus additional information.
 1. Name of the Owner's authorized agent who ordered the work, and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
- D. Document requests for substitutions for Products as specified in Section 01630.

1.7 PREPARATION OF CHANGE ORDERS

- A. Architect will prepare each Change Order.
- B. Form: Change Order, AIA Document G701 unless otherwise directed.
- C. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details to the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- E. Agreement on any change order shall constitute a final settlement on all matters relating to the change in the Work that is subject to the change order, including, but not limited to, all direct and indirect costs associated with such change and any adjustment to the Contract Sum and the Project Schedule.

1.8 LUMP SUM / FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. Architect's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
 2. Contractor's Proposal for a change, as recommended by the Architect.
- B. Owner and Architect will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
1. Architect definition of the scope of the required changes.
 2. Contractor's Proposal for a change, as recommended by the Architect.
 3. Survey of completed work.
- B. The amount of the unit prices to be:
1. Those stated in the Agreement.
 2. Those mutually agreed upon between Owner and Contractor, if not identified in Agreement.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
1. Owner and Architect will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
1. Architect will issue a Construction Change Directive directing Contractor to proceed with the change on the basis of Unit Prices, and will cite the applicable unit prices.
 2. At completion of the change, Architect will determine the cost of such work based on the unit prices and quantities used.
 - a. Contractor shall submit documentation to Architect to establish the number of units of each item and any claims for a change in Contract Time on a daily basis.
 3. Architect will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
 4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL / FORCE ACCOUNT CHANGE ORDER /
CONSTRUCTION CHANGE AUTHORIZATION

- A. Architect and Owner will issue a Construction Change Directive directing Contractor to proceed with the changes.
- B. Contractor will submit to the Architect an all-inclusive list of labor rates within 20 days from issuance of Contract Documents and prior to the start of any time and material work.

- C. Should time allow, prior to commencement of work, Contractor shall submit to the Architect a "not to exceed quotation" for extra work being done on a time and material force account change order.
- D. Contractor will submit daily work sheets to the Architect for approval by the following day.
- E. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section. Supporting data shall include daily worksheets signed by Architect or Owner's Representatives.
- F. Architect will determine the allowable cost of such work including overhead and profit, as provided in the General Conditions and Supplementary Conditions.
- G. Architect will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- H. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor will periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. The General Contractor, with the Owner and Architect's concurrence, will periodically revise the Construction Schedule to reflect each change in Contract Time.
 - 1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, Contractor will enter pertinent changes in Record Documents.

1.12 UNJUST ENRICHMENT

- A. In no event shall Owner be subject to a claim of unjust enrichment or quantum meruit, regardless of whether Owner has been unjustly enriched.
- B. Contractor hereby waves any right to make or bring a claim of unjust enrichment or quantum meruit.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 012500

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and other Division 1, Specifications Sections, apply to this Section.
 - 1. Provisions of this section apply to the work of the Prime Contract.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. This Section specifies administrative and procedural requirements governing each Prime Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule. List of Subcontracts, and Submittal Schedule.
- C. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Each Prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.
 - 1. Correlate the items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's construction schedule.
 - b. Application for Payment form.
 - c. List of subcontractors.
 - d. Schedule of alternates.
 - e. List of products.
 - f. List of principal suppliers and fabricators, if items purchased by Contractor.
 - g. Schedule of submittals.
 - 2. Submit the Schedule of Values within 10 days of award of contract.

C. Format: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

1. Type Schedule on AIA Document G703 - Continuation Sheet for Application and Certificate for Payment or on 8-1/2 x 11 in. white bond paper.
2. Contractor's standard forms or media driven printout will be considered upon request.
3. Follow Table of Contents or Project Manual for listing component parts. Identify each line item by number and title of major Specification Section. Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

D. Content:

1. List each "Major Item of Work" and each "Subcontracted Item of Work" and each item covered under "General Conditions": As a separate line item to serve as a basis for computing values for Progress Payments.
2. For each major line item, list sub-values of products operations under the item.
3. For the various portions of the Work:
 - a. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, breakdown the value into:
 1. The cost of the materials, delivered and unloaded, with taxes paid.
 2. The total installed value.
 - c. Contractor shall include in various items a proportional amount of overhead and profit on Owner's direct purchased materials which were included in Contractor's bid.
4. The installed unit volume multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.
5. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment: After the Architect has certified the Application for Payment the Owner's School Board approves the Project Certificate for Payment, the Owner shall make payment within the time provided in the Contract Documents.
- C. Payment Application Times: Pencil copies of pay applications are due to be submitted to the Owner's designated project representative and **Architect** per item 1.6 Payment Schedule as part of this specification section, each month for work completed up to that day. Upon approval by the Owner's designated project representative and **Architect**, three (3) notarized originals shall be sent to the Architect for further processing. Contractors will receive payment in accordance with the general conditions to the contract.
- D. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Application for Payment.
- E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit ONE (1) electronic (PDF) executed copy of each Application for Payment to the Architect by means ensuring receipt by the 1st of the month. The Application for payment package shall include all required supporting backup to include at a minimum prevailing wage certifications and backup for stored materials if applicable.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 1. Contractor's Construction Schedule per Section 013200.
 2. List of subcontractors.
 3. List of principal suppliers and fabricators for both Owner's direct purchase of Materials and Contractors.
 4. Schedule of Values.
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. Submittal Schedule.
 8. Certified payrolls with all pay applications

9. Copies of authorizations and licenses from governing authorities for performance of the work.
 10. Certificates of insurance and insurance policies.
 11. Performance and payment bonds.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work. Administrative actions and submittals that shall proceed or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties (guarantees) and maintenance agreement.
 3. Final approved test/adjust/balance records.
 4. Final approved maintenance instructions.
 5. Meter readings.
 6. Final approved start-up performance reports.
 7. Change-over information related to Owner's occupancy, use, operation and maintenance.
 8. Final cleaning.
 9. Application for reduction of retainage, and consent of surety.
 10. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project close-out requirements.
 2. Completion of Punchlist items.
 3. Transmittal of required Project construction records to Owner.
 4. Resolution of all Claims
 5. Execution of all Change Orders
 6. Assessment of Liquidated Damages
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish and similar elements.
 9. Change of door locks to Owner's access.
 10. Consent of Surety to release final payment.
 11. Executed final waiver
- J. Owner Payment
- A. Notwithstanding anything to the contrary, in no event shall Contractor stop the Work in connection with any withholding of payment for an item on failure to make payment relating to an item in connection with a good faith dispute.
 - B. Owner reserves the right, at its sole discretion, to issue joint checks. In no event shall joint payment create any obligations or contracts between Owner and a sub-contractor's supplier.

1.5 PAYMENT FOR STORED MATERIALS

The Owner may pay for off site stored materials to be purchased by Contractor, at their discretion and through consultation with the Architect and Designated Owner's Project Representative, provided the following requirements are met:

1. Prime Contractor must provide insurance certificate indicating such materials specifically insured.
2. Materials shall be segregated and clearly marked with the Owner's name and project name.
3. Prime Contractor must provide a fully executed "Bill of Sale".
4. Prime Contractor must provide proof (through personal inspection by Owner's representative) that materials noted can be physically verified. Prime Contractor shall reimburse the Owner and Designated Owner's Project Representative for all reasonable expenses associated with representative's inspection trip.

1.6 PAYMENT SCHEDULE

See next page:

PAYMENT SCHEDULE FOR CAPITAL PROJECTS

<u>Month</u>	<u>Number</u>	Draft Requisition to <u>CM/ARCH/OJR</u>	Payment Request to <u>ARCH/CM</u>	Payment Request to <u>OJRSD</u>	Checks Available or <u>ACH Payment</u>
January, 2025	242	02/03/25	02/10/25	02/24/25	02/28/25
February, 2025	243	03/03/25	03/10/25	03/24/25	03/28/25
March, 2025	244	04/07/25	04/14/25	04/28/25	05/02/25
April, 2025	245	05/05/25	05/12/25	05/27/25	05/30/25
May, 2025	246	06/02/25	06/09/25	06/23/25	06/27/25
June, 2025	247	07/07/25	07/14/25	07/28/25	08/01/25
July, 2025	248	08/04/25	08/11/25	08/25/25	08/29/25
August, 2025	249	09/02/25	09/08/25	09/22/25	09/26/25
September, 2025	250	10/06/25	10/14/25	10/27/25	10/31/25
October, 2025	251	11/03/25	11/10/25	12/01/25	12/05/25
November, 2025	252	12/08/25	12/15/25	12/29/25	01/02/26
December, 2025	253	01/05/26	01/12/26	01/26/26	01/30/26
January, 2026	254	02/02/26	02/09/26	02/23/26	02/27/26
February, 2026	255	03/02/26	03/09/26	03/23/26	03/27/26
March, 2026	256	04/06/26	04/13/26	04/27/26	05/01/26
April, 2026	257	05/04/26	05/11/26	05/26/26	05/29/26
May, 2026	258	06/01/26	06/08/26	06/22/26	02/26/26
June, 2026	259	07/06/26	07/13/26	07/27/26	07/31/26
July, 2026	260	08/03/26	08/10/26	08/24/26	08/28/26
August, 2026	261	09/08/26	09/14/26	09/28/26	10/02/26
September, 2026	262	10/05/26	10/12/26	10/26/26	10/30/26
October, 2026	263	11/02/26	11/09/26	11/23/26	11/30/26
November, 2026	264	12/07/26	12/14/26	12/28/26	01/04/27
December, 2026	265	01/04/27	01/11/27	01/25/27	01/29/27
January, 2027	266	02/01/27	02/08/27	02/22/27	02/26/27
February, 2027	267	03/01/27	03/08/27	03/22/27	03/30/27
March, 2027	268	04/05/27	04/12/27	04/26/27	04/30/27
April, 2027	269	05/03/27	05/10/27	05/24/27	05/28/27
May, 2027	270	06/07/27	06/14/27	06/28/27	07/02/27
June, 2027	271	07/06/27	07/12/27	07/26/27	07/30/27

END OF SECTION 012900

SECTION 013100 - COORDINATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Sizes and locations of installed items and the general direction of installation area indicated on the Contract Documents. It is not the intent of the Documents to show every pipe, fitting connection, offset, etc. nor every structural difficulty to be encountered during installation. It is each Contractors responsibility to verify routings before work commences and provide the materials and accessories necessary for a complete installation.
- B. Coordinate this section with the appropriate "Coordination Section" in the mechanical and electrical divisions of the Specifications.
- C. This section encompasses and involves ALL Contractors, and all Contractors should review this section carefully and fully to determine to what extent their work is affected.

1.3 COORDINATION MEETINGS

- A. When necessary, the appropriate Consultant will participate in coordination meetings.
- B. All Contractors are required to participate in coordination meetings as necessary where mechanical and electrical work may coincide or interfere with their installations.

1.4 BUILDING COORDINATION DRAWINGS

- A. Before materials are purchased, fabricated or work is begun, the HVAC Contractor shall prepare building coordination drawings for all floors and areas, including buried systems and services, showing the size and location of the contractor's equipment and systems size, location and routing, in the manner described herein. The coordination drawings shall be no less than ¼ inch scale and shall be generated from a computer CAD program. Base architectural drawings and base MEP drawings will be available from the Architect and/or Engineer. Refer to Section 011000 for further details.
- B. Each Contractor shall take the basic coordination drawings prepared by the HVAC Contractor and add (draft) their particular trade item, in locations decided upon in

coordination meetings. Contractor shall add items to the coordination drawings only after all present at the coordination meetings agree to their location. Sequencing of drawing additions will be as follows:

1. HVAC Contractor (prepares original coordination documents)
2. Electrical Contractor
3. Plumbing Contractor

Documents will be used as a guide, with final approved coordination drawings governing installation sequence.

Adjustments in sequencing will be made as necessary in coordination meetings. All drawings will be prepared in accordance with all applicable rules, regulations and governing authorities.

- C. Once reviewed and approved by each Trade Contractor, the HVAC Contractor shall prepare a final reproducible Systems Coordination Drawings, illustrating the work by all Trades. This reproducible drawing shall be submitted with two (2) prints to the Architect prior to start of work but no later than 60 days from notice to proceed. The Architect will forward this drawing to the Architect/Engineer for his review.
- D. Final coordination documents (with ALL contractor markings) will be reviewed by the Consultants for general compliance with the original intent of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 COORDINATION OF INSTALLED WORK

- A. In case of interferences with work of other trades or scheduling problems during any portions of actual construction, Architect shall decide which work will be relocated or adjusted. These minor adjustments will be made with NO additional COST to the Owner.
- B. The Architect or Consultants may direct minor architectural location changes during the installation of the Work. All adjustments will be completed at no additional cost to the Owner.
- C. Each contractor is responsible to coordinate with all other Contractors and Architect when installing their work. This may involve minor adjustments or modifications in the work to accommodate the work of other trades. This coordination shall be considered part of each Contractor's contract.
- D. The commencement of any work in any section indicates that previous work has been inspected and meets the full satisfaction of the Contractor and his willingness

to undertake all of the guarantee stipulations as noted within the Contract specifications.

- E. It is the responsibility of each Contractor to assure that all other trade work is completed prior to the commencement of the following work. The Owner is in no way liable for work which is closed up before each trade has satisfactorily completed their portion of the work.
- F. Each Contractor shall be required to schedule and coordinate his activities with the other Contractors to assure proper fit of the various elements of work in common.

3.2 GENERAL SUBSTRATE ACCEPTANCE

- A. In general, installation of any Contractor's work to another Contractor installed substrate indicates acceptance of the substrate as satisfactory for an acceptable installation. Surfaces with defects in excess of the specifications tolerances for the Contractor installing the substrate should be brought to the attention of the Architect before the Contractor proceeds with their work.

3.3 MATERIAL COMPATIBILITY

- A. It is each Contractor's responsibility to assure that all finish application adhesives, cements, materials, etc. are compatible with substrate installed materials such as curing components, additives, materials, etc. before proceeding with their work.

END OF SECTION 013100

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SECTION 013110 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Contractor participation in Preconstruction Meeting and Project Meetings.

1.2 RELATED REQUIREMENTS

- A. Section 013200: CONSTRUCTION PROGRESS DOCUMENTATION
- B. Section 013300: SUBMITTAL PROCEDURES
- C. Section 017800: PROJECT RECORD DOCUMENTS

1.3 PRECONSTRUCTION CONFERENCE (Initial Job Conference)

- A. Architect and/or the Owner's Designated Project Representative will schedule THE PRECONSTRUCTION CONFERENCE after Notice to Award.
- B. Location: Temporary field office or as designated by the Owner's Designated Project Representative or the Architect.
- C. Attendance:
 - 1. Owner/Owner's Representative.
 - 2. Architect's Representative.
 - 3. Contractor's Representative, as appropriate.
 - 4. Contractor's major Subcontractors' Representatives as deemed appropriate by Contractor or Architect.
- D. Agenda: Use this format:
 - 1. Distribution of Contract Documents.
 - 2. Submittal of Source of Supply Forms listing subcontractors, proposed products, Schedule of Values, and progress schedule.
 - 3. Designation of responsible personnel.
 - 4. Procedures and processing of field decisions, required submittals, substitutions, applications for payment, proposal requests, change orders, and Contract close-out procedures.
 - 5. Scheduling, major equipment and component deliveries, and priorities.
 - 6. Use of premises by Owner and Contractor(s).
 - 7. Owner's requirements, and when appropriate, occupancy.
 - 8. Temporary facilities.
 - 9. Security and housekeeping.
 - 10. Procedures for testing.
 - 11. Requirements for start-up of equipment.

12. Inspection and acceptance of equipment put into service during construction.

1.4 PROGRESS MEETINGS

- A. The Owner's Designated Project Representative will schedule regular progress meetings as needed.
- B. Called meetings and/or special meetings shall be as appropriate by progress of the work, at the discretion of the Owner, the Owner's Designated Project Representative, or the Architect.
- C. Location of the progress meetings: Field office trailer or as designated by Owner's Designated Project Representative or the Architect.
- D. Attendance:
 1. Owner/Owner's Representative.
 2. Architect's Representative.
 3. Contractors working on site or necessary for coordination of upcoming work (mandatory).
 4. Suppliers or subcontractors if appropriate to the agenda.
- E. Agenda:
 1. Review, approval of minutes of previous meeting.
 2. Review of work progress since previous meeting.
 3. Field observation, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain project's schedule.
 7. Revisions to Construction Schedule.
 8. Progress, schedule, during succeeding work period.
 9. Coordination of schedules.
 10. Review submittal schedules; expedite as required.
 11. Maintenance of quality standards.
 12. Pending changes and substitutions.
 13. Review proposed changes for:
 - a. Effect on Construction Schedule and on Completion date.
 - b. Effect on other contracts of the Project.
 14. Other business.
 15. Discuss outstanding proposal requests, RFI's, change orders, etc.
 16. Safety Issues

1.5 PROJECT SUPERINTENDENT MEETINGS

- A. Will be held by all prime contractors on a weekly basis to be determined.

- B. Called meetings and/or special meetings shall be held as required by progress of the work.
- C. Location of the superintendent meetings: Lead Contractors construction trailer or as designated by Owner's project representative.
- D. Attendance:
 - 1. Contractor's superintendent working on site or necessary for coordination of upcoming work (mandatory).
 - 2. Subcontractors Representative as required by Designated Owner's Project Representative or Job Condition.
 - 3. Representative of Prime Contractors not yet mobilized as required by Designated Owner's Project Representative.
 - 4. Suppliers as required.
- E. Agenda:
 - 1. Review, approval of minutes of previous meetings.
 - 2. Review of work progress since previous meetings.
 - 3. Review of upcoming work.
 - 4. Problems/conflicts.
 - 5. Old business/new business.
 - 6. Safety.
 - 7. Daily required manpower report submittals.

1.6 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, the respective Contractor shall convene a Pre-installation meeting at the site prior to commencing work of the section.
- B. All Contractors directly affecting, or affected by the work of the specific section shall be required to attend.
- C. The responsible Contractor shall notify the, Architect/Engineer, Owner and other affected Contractors five days in advance of the meeting.
- D. The Contractor shall prepare the agenda and preside at the meeting.
 - 1. Review the conditions of installation, preparation and installation procedures.
 - 2. Review the coordination of other work.
- E. The Contractor shall record minutes and distribute copies within five days after the meeting to all participants, with a single copy to the Architect/Engineer, Owner and those affected by the decisions made and information provided.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013110

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Pre-bid Schedule
- B. Procedures for preparation, development and updating of CPM CONSTRUCTION SCHEDULE.

1.2 RELATED REQUIREMENTS

- A. Section 011200 – MULTIPLE CONTRACT SUMMARY
- B. Section 013300 - SUBMITTAL PROCEDURES

PART 2 – PROJECT SCHEDULE

2.1 GENERAL

- A. Upon Notice to Proceed the overall Project CPM Schedule will be prepared by the General Contractor in accordance with the following.

PART 3 - CPM CONSTRUCTION SCHEDULING

3.1 GENERAL

- A. The CPM Schedule network plan including any appropriate milestone dates and the computer-produced reports shall be part of the Owner/Contractor agreement as stipulated herein.
- B. The Prime Contractors shall provide all information required by the General Contractor for development of a network plan and schedule for this in accordance with the requirements of this section of the General Requirements.
- C. The purpose of the plan and schedule will be to assure adequate planning and execution of the work of the Prime Contractor, and to assist the Architect in monitoring the progress of the work and evaluating proposed changes to the contract and schedule.
- D. The project management tool commonly called the Critical Path Method (CPM) shall be employed for the planning, scheduling and reporting of all work to be performed under the contract. Primavera P3 (version 3.0 or higher), SureTrak (version 3.0 or higher) or Engineering & Construction (latest version) shall be used by the General Contractor to computerize the CPM Schedule network.

- E. Changes to the construction schedule affecting start and completion dates of activities or durations shall not automatically mean that an extension of the Contract Completion Date is warranted or due the Contractor. A Contract Modification or delay may not affect existing critical activities or may cause non-critical activities to become critical, resulting only in absorbing a part of the available total float that may exist within an activity chain on the Network and no change to the interim milestone dates or the Contract Completion Date.
- F. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float is not for the exclusive use or benefit of either the Owner or any of the Prime Contractors. Extensions of time to interim milestone dates or the Contract Completion Date under the Contract will be granted only to the extent that equitable time adjustment to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.
- G. In no event shall any progress report or updated schedule constitute an extension or change of the Contract Time, a milestone date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a change order.

3.2 INITIAL SUBMITTAL AND NETWORK PREPARATION

- A. To the extent necessary for the General Contractor to reflect in a computerized CPM Schedule network diagram the Prime Contractor's proposed plan for completion of their work, the Prime Contractors shall be prepared to meet with and assist the General Contractor, and furnish information subsequent to award of the contract.
- B. Following the Contract Award, the General Contractor will meet with the other Prime Contractors and conduct a review meeting to assure their understanding of said schedule and contractual milestone dates.
- C. Within ten (10) calendar days after the meeting to review the Project Schedule, the Prime Contractors will provide their proposed plans of operation to the General Contractor. The Contractor's plan of operations shall consist of, but not limited to, the following:
 - 1. List of proposed Construction Activities.
 - 2. List of Proposed Duration's for Construction Activities (in work days).
 - 3. List of proposed Duration's for major procurement items (in work days).
 - 4. Proposed Sequencing of Construction Activities.
- D. The General Contractor and other Prime Contractors will then meet and jointly develop the CPM project schedule, based on all of the Prime Contractor's proposed plans and sequences of operation. Any areas of such plans which conflict with timely completion of the project will be subject to revision unless adequate justification for these plans, duration's and logic.

- E. The Prime Contractor will be responsible for assuring that any and all subcontractor work, as well as his own work, is included and that the diagram shows a coordinated plan of work.
- F. Proposed durations assigned to each activity shall reflect the Prime Contractor's best estimate of time required to complete activity considering the scope and resources planned for activity.
- H. Failure by the Prime Contractors to include the element of work required for performance of the contract shall not excuse any of the Prime Contractors from completing all their work within the Contract Completion Date. If the General Contractor questions any of the Prime Contractor's proposed durations, said Prime Contractor shall within five (5) calendar days provide estimates of his labor and intended crew and/or equipment sizes required for the activity which support the proposed duration.
- I. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all contract work within the allotted contract time milestone completion dates.

3.3. REVIEW AND APPROVAL

- A. Within ten (10) calendar days after receipt of the CPM Schedule and reports provided by the General Contractor, each Prime Contractor shall meet with the General Contractor, if required, for joint review, correction, or adjustment of the proposed plan and schedule. After these joint meetings, the CPM Schedule and reports will be revised in accordance with agreements reached during the joint reviews. Two (2) copies each of the CPM Schedule and reports will be provided to the Prime Contractors and the Architect. The General Contractor shall provide, on compact disk, an electronic version of the schedule in the native software format to the Architect for verification of conformance with the contract documents. The revised CPM Schedule will be reviewed by the Prime Contractors, and if found to be as previously agreed upon, will be accepted within three (3) working days.
- B. Upon establishment of an agreed upon schedule, the Prime Contractor will sign the CPM Schedule network drawings and computer produced reports, which will then indicate the acceptance and approval of the project schedule, sequence of activities and times for completion. Receipt of the approved project schedule by the Prime Contractor and the Architect will be a condition precedent to the making of any partial payments under the Contract.

3.4 SCHEDULING UPDATING AND REVISIONS

- A. The Approved Project Schedule will be updated by the General Contractor on a monthly basis for the purpose of recording and monitoring the progress of work. The other Prime Contractors shall meet with the General Contractor monthly at a minimum upon request to review actual progress made to date, dates of activities started and completed, and the percentage of work completed to date on each activity started by not completed.

- B. Upon completion of the joint reviews, the General Contractor will revise the schedule to reflect progress of the work to date and provide a copy to the other Prime Contractors.
- C. Based on the result of the progress update, when the approved project schedule no longer represents the actual prosecution and progress of the work, a revision to the schedule logic sequence and the precedence diagram may be required by the Architect or requested by the Prime Contractors.
- D. The Prime Contractors may also request revisions to the logic sequence and precedence diagram in the event his planning for the project is revised. If the Prime Contractor desires to make changes in the Approved Project Schedule to reflect revisions in this method of operating and scheduling, he shall notify the General Contractor in writing two weeks prior to the next schedule update, stating the reasons for the proposed revision.
- E. The General Contractor will give consideration to reasonable requests for changes to the schedule logic sequence.
- F. The General Contractor will prepare a revised construction schedule incorporating the necessary or agreed to changes to the logic sequence and distribute it to all Prime Contractors.
- G. The General Contractor shall complete updates & submit updated schedule in paper and electronic format in the native software format to the Architect by the 25th of each month. Failure to submit can be grounds for withholding payment. A Prime Contractor not providing updated information to the General Contractor in a timely manner may have payment withheld.
- H. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule.
- I. If the Prime Contractor does not record any exceptions to the published Project Schedule update or the revised construction schedule within five (5) calendar days of its receipt, he will be deemed to have accepted and approved it.

3.5 RESPONSIBILITY FOR COMPLETION

- A. The Prime Contractor shall furnish sufficient forces, plan and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the most current update of the Project Schedule. If, in the opinion of the Architect, the Prime Contractor falls behind in meeting the schedule as presented in the most current update, the Prime Contractor shall take steps as may be necessary to improve his progress, and the Architect and/or Owner's Designated Project Representative may require of them to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the Owner. All additional expenses incurred by the Owner due to such work will be deducted from the amount due the Prime Contractor. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays, and holidays if the Prime

Contractor so elects and if approved by the Architect or the Owner's Designated Project Representative.

- B. Failure of the Prime Contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the Prime Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the Prime Contractor's right to proceed with the Work or any separable part thereof, in accordance with the provisions of Article 14.2 of the General Conditions, or may take such other actions as may be deemed appropriate.

3.6 STIPULATIONS

- A. Each prime contractor shall be responsible for understanding the scheduling terminology employed.
- B. The value of creating and maintaining the schedule shall be included in the schedule of values.
- C. Acceptance of the approved baseline construction schedule by each prime contractor shall be a condition precedent to the making of any progress payments under the contract.
- D. The schedule may be used in evaluating proposed changes to the contract and/or to the schedule itself.
- E. Float is not for the exclusive use or benefit of either the owner or any of the prime contractors.
- F. Extensions of time to interim milestone dates or the contract completion date under the contract will be granted only to the extent that equitable time adjustment to the activity or activities affected by the contract modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the contract completion date.
- G. Changes to the schedule affecting start and completion dates of activities or durations shall not automatically mean that an extension of the Contract Completion Date is warranted or due the contractor. A Contract Modification or delay may not affect existing critical activities or may cause non-critical activities to become critical, resulting only in absorbing a part of the available total float that may exist within an activity chain on the network and no change to the interim milestone dates or the Contract Completion Date.
- H. In no event shall any progress report or updated schedule constitute an extension or change of the Contract Time, a milestone date or the Contract Sum unless any such adjustment is agreed to by the owner and authorized pursuant to a change order.
- I. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule.

- H. If any prime contractor does not record any exceptions to the published project schedule update or the revised construction schedule within five work days of its receipt, he will be deemed to have accepted and approved it.

3.7 SCHEDULING TOOLS AND PROCESSES

- A. The project management tool commonly known as the critical path method (CPM) will be employed for the planning, scheduling and reporting of all work to be performed under the contract.
- B. The scheduling work will be performed within the principles and practices described in The Practice Standard for Scheduling and ANSI/PMI 99-001-2004, cited at the end of this specification section. Other reference books cited there will provide additional clarification and instruction.
- D. Each time the schedule is updated it will be saved and copied. The copy will be used for the next update. Each schedule update will be assigned a unique project ID to differentiate it from other updates in the series.
- E. The primary printed schedule presentation will be in the form of a Gantt Chart (bar chart). The activities will be organized by phases and work areas, according to the configuration of the specific project. In the column section the displayed data will include activity description, original duration, remaining duration (on an updated schedule, but not a baseline), (early) start and (early) finish dates, and total float. The title block will include the unique project ID.

3.8 REFERENCE DOCUMENTS:

- A. The Practice Standard for Scheduling. Published by the Project Management Institute, Newtown Square PA, ISBN 13: 978-1-930699-84-7, ISBN 10: 1-930699-84-0.
- B. A Guide to the Project Management Body of Knowledge, ANSI/PMI 99-001-2004, Section III, Chapter 6, Project Time Management. Published by the Project Management Institute, Newtown Square PA,
- C. CPM in Construction Management, 5th Edition. Written by James J. O'Brien and Fredric L. Plotnick, published by McGraw-Hill, ISBN 0071344403.
- D. Project Management: A Systems Approach to Planning, Scheduling and Controlling, 8th Edition. Written by Harold Kerzner, published by John Wiley & Sons, ISBN 0471225770.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Shop Drawings, Product Data, and Samples.
- B. Contractor review and approval, and distribution of copies.

1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Definitions and basic responsibilities of entities.
- B. Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION: Schedule for submittals.

1.3 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with Project name and number.
- B. Identify field dimensions; show relation to adjacent or critical feature of work or products.
 - 1. Elements of drawings shall be identified by reference to sheet number and detail, schedule or room numbers shown on Contract Drawings.
- C. Minimum sheet size: Manufacturer's standard; adequate to clearly illustrate.
- D. The Shop drawing review and approval process may be managed electronically in PDF format via e-mail, ShareFile, or other.

1.4 PRODUCT DATA

- A. Submit only pages which are pertinent.
 - 1. Clearly mark each copy of printed data to identify applicable Products, models, options, and other data, referenced to Specification Section and Article number.
 - 2. Show reference standards, performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
 - 5. Show component parts, and finishes.
- B. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.
3. Delete information not applicable.
4. Provide manufacturer's preparation, assembly, and installation instructions when required by the Specification Section.

1.5 SAMPLES

- A. Office Samples: Limit to items requiring color, pattern and similar selections and shall be sufficient size and quantity to clearly illustrate:
 1. Full range of color, texture and pattern, for Architect/Engineer selection.
 2. Submit samples for selection of finishes within 20 days after date of Contract.
 3. Submit a minimum of two items.
- B. Label each sample with identification required for transmittal letter.
- C. Approved samples which may be used in the Work are indicated in the respective Specification Section.

1.6 COLOR SELECTIONS

- A. The Contractor, as soon as possible, shall assemble from appropriate subcontractors and material suppliers, the manufacturer's names of all material requiring color selection by the Architect including those already defined on the drawings. Color charts shall be supplied to the Architect. Promptly after the required information has been supplied, the Architect will prepare a complete color schedule based on the approved samples of materials submitted. The Architect will not prepare a color schedule or approve colors of any items until complete information on all items requiring color selection has been supplied by all Contractors.

1.7 MANUFACTURER'S CERTIFICATES

- A. Submit Certificates, in duplicate, in accordance with requirements of each Specification Section.

1.8 CONTRACTOR RESPONSIBILITIES

- A. Review and approve Shop Drawings, Product Data, and Samples PRIOR to submission to Architect and Engineer.
- B. Determine and verify:
 1. Field measurements.
 2. Field construction criteria.
 3. Manufacturer's catalog numbers and similar data.

4. Conformance of submittal with requirements of Contract Documents.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Sign or initial each sheet of shop drawings and product data and each sample label to certify approval and compliance with requirements of Contract Documents.
- E. Notify the Architect in writing, at time of submission, of ANY AND ALL DEVIATIONS in the submittals from requirements of the Contract Documents.
- F. DO NOT FABRICATE PRODUCTS or begin work which requires submittals until return of submittals with Architect/Engineer review stamp.

1.9 SUBMITTAL REQUIREMENTS

- A. Transmit submittals promptly in accordance with approved Progress Schedule, and in such sequence as to cause NO DELAY in the work or in the work of any other Contractor.
 1. The Contractor shall transmit submittals directly to the Architect with a copy to the Architect.
 2. The Contractor shall transmit all submittals using the submittal sheet supplied by the Architect.
 3. All submittals shall be made within 60 days of the date of the Notice to Proceed, or as required to maintain the project schedule.
- B. Contractor shall prepare for his use on this project a shop drawing stamp or a permanent stick on label as required in Division 1 and shall contain the following:

Contractor approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents and with work of other Contractors.

_____ Date Contractor

Specification Section _____ Contract No.

Submittal No.

The above stamp or permanent stick on label shall be affixed by the Contractor to all shop drawings and data submitted by the Contractor thus indicating that the Contractor has thoroughly reviewed same and approves of their content. Drawings not stamped in this manner will be returned to Contractor as "not reviewed" for resubmission and no action shall be taken.

C. Number of submittals required:

1. Shop Drawings and Product Data: Submit One (1) copy of all shop drawings and/or product data (electronically via PDF). One (1) copy of shop drawings and/or product data bearing review comments will be returned to the Contractor.
2. Samples: Submit the number stated in each specification section.

D. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The name of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
5. Identification of the project, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on re-submittals.
11. Architect Submittal Cover Sheet Section 009000. Construction Forms.

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect/Engineer and resubmit under procedures specified for initial submittals.
- B. Indicate any changes which have been made other than those requested by the Architect/Engineer.

1.11 ARCHITECT/ENGINEER REVIEW

- A. Architect's/Engineer's review of submittals is for GENERAL CONFORMANCE ONLY AND IS NOT IMPLIED OR EXPRESSED AS ACCEPTANCE OR APPROVAL of the submission.
- B. Submittals will be reviewed and returned to the Contractor within two (2) weeks following the date of receipt from the Contractor to the Architect.

1.12 DISTRIBUTION

- A. Distribute reproductions of the Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of review to:
 1. Job site file.

2. Record Documents file.
 3. Other affected contractors.
 4. Subcontractors.
 5. Supplier or Fabricator.
- B. Distribute samples which carry the Architect/Engineer stamp of review as directed by the Architect/Engineer.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 013300

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SECTION 013500 - SAFETY

PART 1 - GENERAL

1.1 SUMMARY

- A. It is recognized that the safety of all personnel is the responsibility of all participants involved directly in the construction of this Project. It is the contractual obligation of each Contractor to adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. Each Contractor shall assure the safety of his personnel by providing all protection and safety devices, covers, etc. as they relate to the safe conduct of his work in accordance with all Local, State and Federal regulations. Each Contractor is responsible for any safety requirements that are contractually those of any Contractor.
- B. The General Contractor shall be designated as the "Lead Contractor" and "Competent Person" with respect to jobsite safety. This responsibility shall be fulfilled by a full time on-site representative. Responsibilities and authority of the "Lead Safety Contractor" shall be as follows:
 - 1. The "Lead Safety Contractor" will be responsible for the overall safety management on the job site. This Contractor is responsible for executing the following activities:
 - a. Collect and review the Safety Programs for all prime contractors to ensure that they are adequate and confirm that they have addressed safety guidelines and requirements.
 - b. Provide daily surveillance of Contractor work areas for compliance with OSHA requirements.
 - c. Develop and invoke procedures for advising Contractors of safety violations and deficiencies.
 - d. Initiate corrective action in keeping with this specification section if the prime contractor does not comply with safety violation directives.
 - 2. Reviewing programs, qualifications, records and practices of all other contractors, suppliers, and personnel on the site is part of this responsibility. Where OSHA requires or where unique/ special operations and applications are utilized by any contractor, the "Lead Safety Contractor" must verify that a "Qualified Person" is present. The "Lead Safety Contractor" must conduct monthly Safety Meetings utilizing all contractor safety representatives. Additionally, each Contractor will assure that every employee and their subcontractors on the job site have received an orientation to the Safety Requirements and Policies for this specific site. This orientation must be documented and proof of the orientation must be forwarded to both the "Lead Safety Contractor" and the Owner's designated project representative.

3. The "Lead Safety Contractor" will maintain a "Competent Person" with a minimum of **a 30 Hour OSHA Certification full** time on site. This person's responsibility is to review the daily operations for all contractors, suppliers, visitors, and personnel as it pertains to safety. Daily safety walkthroughs are required. This person will be the initial person to serve as the designated site representative during an OSHA inspection. These duties may be assigned to a more senior safety professional if one is present or within appropriate response time. The "Lead Safety Contractor" shall encourage participation of other contractor's "Safety Representatives" during these inspections.
4. Where the work of one (1) Contractor places another contractor's workers, suppliers, or subcontractors in jeopardy, the "Lead Safety Contractor" shall direct and coordinate the effort of the contractors, suppliers, and personnel to ensure immediate abatement.
5. The "Lead Safety Contractor" may direct anyone involved to make corrections in the event of a safety violation. Eminent danger conditions shall be corrected immediately. Other less serious infractions shall be abated within 24 hours. Failure of another Contractor to correct a safety violation following written notice by the "Lead Safety Contractor" shall empower the "Lead Safety Contractor" to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Construction Manager will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of expense from the offending Contractor through deduct Change Order.
6. The individual Prime Contractors will maintain primary responsibility for the safety of their own workers and subcontractors, if utilized. The "Lead Safety Contractor" will assist in identifying areas of concern and will endeavor to accomplish required corrections through cooperation of other Prime Contractors and all others involved as necessary. In the event this effort is unsuccessful, the "Lead Safety Contractor" will take action as defined above.
7. The Owner will support the decisions and action taken by the "Lead Safety Contractor" to maintain jobsite safety. The Owner will promptly make payment to the "Lead Safety Contractor" when corrective action has been taken on behalf of an offending Contractor, and the "Lead Safety Contractor" has provided appropriate documentation.
8. The "Lead Safety Contractor" shall provide regular and periodic safety inspections and reports by an independent safety professional with a minimum of a 30 Hour OSHA Certification. This Independent Safety Professional may not be employed by the "Lead Safety Contractor" unless their duties are restricted to safety inspections and training. Inspections and reports shall be performed at least once each month and will include a review of all OSHA requirements for the entire site, including all Prime

Contractor and subcontractor work, tools, equipment, and safety practices. A written report must be generated and distributed to all Prime Contractors within 3 days of the safety inspection. Any safety violations noted within the report will be corrected immediately by the responsible party. If not corrected within 24 hours of the report being issued, the "Lead Safety Contractor" shall take action as noted above. A copy of the report must be forwarded to the Owner's designated project representative as proof of performance. If the report is not complete or does not address the entire site and all working conditions, it will be rejected and a new inspection must be held immediately.

9. The "Lead Safety Contractor" will provide a separate line item on their Schedule of Values for Safety. Once the monthly report is issued and accepted and other responsibilities are performed, the "Lead Safety Contractor" can bill against this line item.
10. Each contractor shall provide a safety representative who is responsible to act as the "Competent Person" for their company. This person must have at **least a 10-hour OSHA Certification**, a current First Aid and CPR certification, and all specific knowledge and certifications related to any of their functions and employees. For specialty operations or unique practices, a "Qualified Person" must be utilized and must represent the Contractor.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 ACCIDENTS

- A. The Contractor shall notify the Owner of any personal injury that could require medical treatment of any Contractor or his subcontractor's employees at the project site. Also, any damage to property arising in connection with the Contractor's performance should be told to the Owner as promptly as possible after the occurrence of such injury or damage but at the maximum 24 hours. Within 48 hours of such occurrence, the Contractor shall furnish to the Owner a complete written report of such injury or damage. Accident Reports shall include specific actions taken by Contractor to preclude recurrence of similar incidents.

3.2 EMERGENCY DATA

- A. Each Contractor shall provide the Owner with the following emergency data prior to beginning work at the project site:
 1. Emergency care facility to be utilized, address and telephone number.
 2. Insurance Company and local agent/name, address and telephone number.
 3. Detailed description of overall corporation or company safety program.

4. Employees qualified in any type of first aid, list employee and associated skill.
5. Detailed description of specifically tailored job site safety program.
6. Identify corporate and job site safety officer.
7. Submit weekly TOOL BOX SAFETY TALK program/meeting minutes including;
 - a. Day of week.
 - b. Time of day.
 - c. Location.
 - d. Attendance record.
 - e. Agenda.
 - f. Unsafe items previously discussed, date of correction.
 - g. Identify on site personnel with FIRST AID training.
8. All applicable MSDS Program sheets. (Include numbered pages and table of Contents.)
9. Submit completed hazardous substance survey form.
10. Review project "Emergency Response Plan" with Designated Owner's Project Representative.

3.3 SAFETY AGREEMENT

- A. Each Contractor shall review and comply with the following Safety Agreement, items 1 through 4, before beginning work:
 1. As a Contractor under this Contract, you have, by accepting this Contract, obligated yourself to conduct all your operations within this Safety Agreement.
 2. The Contractor agrees that the prevention of accidents to employees engaged in the Work under this Agreement is the responsibility of the Contractor.
 3. The Contractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work. When so ordered, the Contractor agrees to stop any part of the Work which the "Lead Safety Contractor" or any other applicable agency may deem unsafe until corrective measures satisfactory to the "Lead Safety Contractor" and in accordance with the applicable Federal and/or State regulations have been taken and further agrees to make no claim for damages growing out of such stoppages. Should the Contractor neglect to adopt such corrective measures, the "Lead Safety Contractor", through the Owner, may perform the corrections and all costs will be deducted from payments due or to become due the Contractor. Failure on the part of the "Lead Safety Contractor" to stop unsafe practices shall in no way relieve the Contractor of his responsibility.
 4. The Contractor realizes that an effective accident prevention program is to the mutual benefit of all Contractors through improved employee and public relations and through increased efficiency and production. Further,

no accident prevention activity can be truly effective without the sincere cooperation of each Contractor performing on the site. Your attention is directed, but not limited to the following items:

3.4 HOUSEKEEPING

- A. Indiscriminate accumulations of debris, waste or scrap in work areas will not be permitted. (Areas will be designated for storage or disposal.) All materials, tools and equipment must be stored in an orderly manner in designated areas.

3.5 PERSONAL PROTECTION EQUIPMENT

- A. Contractors must furnish their employees with the proper type of personal protective equipment as required by the operations being performed, including, but not necessarily limited to the following:
 - 1. Hard Hats must be furnished to employees and worn at ALL times when on this project, whether or not an overhead hazard exists or what state the project may be in.
 - 2. The Owner requires that appropriate attire be worn at all times while employees are working on-site. Appropriate attire shall be as deemed necessary by the Owner and in accordance with all applicable OSHA regulations.

3.6 SAFETY MEETINGS

- A. The Contractor is required to conduct and all employees are required to attend a "Tool Box" type safety meeting at the beginning of each week. The meetings may either be presided over by Contractor's foreman or another competent representative designated by the Contractor.

3.7 FIRE PROTECTION

- A. When necessary, the Contractor must supply approved type fire extinguisher for emergency use within his own immediate area of operation, including the Contractor's office, tool and storage enclosures.

3.8 TREATMENT OF INJURIES

- A. The Contractor shall require that all employees injured (no matter how slight) while working on this project, report immediately for First Aid Treatment. The Contractor shall maintain adequate First Aid Facilities in the field.

3.9 COOPERATION

- A. Any deviation from this course of action will be called to the attention of the Contractor for immediate correction. Conversely, the Contractor should call

attention to any unsafe conditions or unsafe practice by other Contractors at the site.

3.10 INSTALLED SAFETY APPARATUS

- A. Each Contractor is responsible for the reinstallation of safety apparatus installed by other Contractors if removed to facilitate the installation of their own contract work. Each Contractor is to return the safety cables to an OSHA approved condition without slack.

3.11 WEAPONS POLICY

- A. All persons are prohibited from carrying, possessing or storing a handgun firearm, or weapon of any kind while on the project, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.
- B. Failure to abide all terms and conditions of the policy may result in discipline up to and including termination. Further, carrying any weapon onto the owner's property in violation of this policy will be considered an act of criminal trespass and possession of a weapon will be grounds for immediate removal of the person from the Project Site, and may result in prosecution.

3.13 RADIOS

- A. The playing of radios will not be permitted on this project.

3.14 SMOKING

- A. No smoking, vaping, or any other tobacco products shall be allowed on school property or surrounding property within sight of the District property.

3.15 DEFINITIONS

- A. Per 29 CFR 1926.32(f), a "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions, which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- B. Per 29 CFR 1926.32(l), a "Qualified Person" is one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.

END OF SECTION 013500p

SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the *International Building Code* (IBC).
- B. Hold a Special Inspections preconstruction meeting at least 7 days prior to the initial planned date for start of construction.
 - 1. Discussion shall include review of specifications and Schedule of Special Inspections for work requiring Special Inspections; responsibilities of Contractor, Owner, Testing Agency, Special Inspector, and Registered Design Professional; notification procedures; and reporting procedures.
 - 2. Attendees shall include the Contractor, Owner's representative, Testing Agency, Special Inspector, and Registered Design Professionals for Structural Engineering and for Architecture.

1.2 DEFINITIONS

- A. Registered Design Professional: The licensed Professional Engineer or Registered Architect whose seal appears on the Construction Drawings. Unless noted otherwise, references to the Registered Design Professional in this section refer to the Structural Engineer for the building design.
- B. Code Enforcement Official: The Officer or other designated authority charged with administration and enforcement of the IBC.
- C. Testing/Inspecting Agency: An agent retained by the Special Inspector or retained by the Owner and coordinated by the Special Inspector, to perform some of the inspection services on behalf of the Special Inspector. (An example of an Inspecting Agency would be a Geotechnical Engineer.)
- D. Statement of Special Inspections: A document prepared by the Registered Design Professional and filed with and approved by the Code Enforcement Official that includes the Schedule of Special Inspections listing the materials and work requiring Special Inspections. This document includes the inspections and verifications required for the project and the individuals, agencies, and/or firms who will be retained to perform these services.
- E. Seismic-Force-Resisting System: The part of the structural system that has been considered in the design to provide the required resistance to the design seismic forces.
- F. Continuous Special Inspection: The full-time observation of work requiring Special Inspections by the Special Inspector who is present in the area where the

work is being performed.

- G. Periodic Special Inspections: The part-time or intermittent observation of work requiring Special Inspections by the Special Inspector who is present in the area where the work has been or is being performed and at the completion of the work.

1.3 QUALIFICATIONS

- A. The Special Inspector shall be a Professional Engineer licensed in the Commonwealth of Pennsylvania who is accepted by the Registered Design Professional (RDP) and by the Code Enforcement Official.
- B. The Testing/Inspecting Agency shall be accepted by the Registered Design Professional and by the Code Enforcement Official.
- C. Special Inspections shall be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in structural engineering except as indicated below:
 - 1. Special Inspections of soils and foundations may be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in geotechnical engineering.
 - 2. Technicians performing tests of concrete shall be ACI Certified Concrete Field Technicians - Grade 1 or higher.
 - 3. Inspectors performing inspections of concrete work may be ACI Certified Concrete Construction Inspectors or other qualified individuals with experience inspecting concrete work, designated and supervised by the Special Inspector.
 - 4. Inspectors performing inspections of other work such as masonry, wood framing, and steel framing may be qualified individuals with experience inspecting such work, designated and supervised by the Special Inspector.
 - 5. Technicians performing tests or inspections of welds shall be AWS Certified Welding Inspectors. Technicians performing ultrasonic testing shall also be certified as an ASNT-TC Level II or Level III technician.
 - 6. Technicians performing standard tests described by specific ASTM standards shall have training in the performance of such tests and must be able to demonstrate either by oral or written examination competence for the test to be conducted. They shall not be permitted to independently evaluate test results.
 - 7. Technicians of Testing/Inspecting Agencies for smoke control shall have expertise in fire-protection engineering and mechanical engineering and shall have certification as air balancers.

1.4 SUBMITTALS

- A. The Special Inspector and Testing/Inspecting Agency shall submit to the Registered Design Professional and Code Enforcement Official for review, a

copy of their qualifications including the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.

- B. The Special Inspector and Testing/Inspecting Agency shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.5 PAYMENT

- A. The Owner will engage and pay for the services of the Special Inspector and Testing/Inspecting Agency.
- B. If any materials requiring Special Inspections are fabricated in a plant which is not located within 200 miles of the project site, the Contractor shall be responsible for the travel expenses of the Special Inspector or Testing/Inspecting Agency.
- C. The Contractor shall be responsible for the cost of any retesting or reinspection of work failing to comply with the requirements of the Contract Documents.

1.6 OWNER RESPONSIBILITIES

- A. The Owner will provide the Special Inspector with a complete set of Contract Documents sealed by the Registered Design Professional and approved by the Code Enforcement Official.

1.7 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall cooperate with the Special Inspector and his agents so that Special Inspections and testing may be performed without hindrance.
- B. As indicated in the Schedule of Special Inspections, the Contractor shall notify the Special Inspector and/or Testing/Inspecting Agency at least 48 hours in advance of a required inspection or test.
- C. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- D. The Contractor shall keep at the project site the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications for field use by the Inspectors and Testing Technicians.
- E. The Special Inspection program shall in no way relieve the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.
- F. The Contractor shall be solely responsible for construction site safety.

1.8 LIMITS ON AUTHORITY

- A. The Special Inspector or Testing/Inspecting Agency shall not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
- B. The Special Inspector or Testing/Inspecting Agency shall not have control over the Contractor's means and methods of construction.
- C. The Special Inspector or Testing/Inspecting Agency shall not be responsible for construction site safety.
- D. The Special Inspector or Testing/Inspecting Agency shall not have the authority to stop the work.

1.9 STATEMENT OF SPECIAL INSPECTIONS

- A. The Special Inspector shall provide and/or coordinate inspection and testing requirements as necessary in accordance with the provisions of Chapter 17 of the *International Building Code*, these specifications, and the Statement of Special Inspections.
- B. Required inspections and tests are described in the Schedule of Special Inspections (included in the drawings) and in the attached individual specification sections for the items to be inspected or tested.
- C. The Statement of Special Inspections shall be submitted with the Application for Building Permit.

1.10 RECORDS AND REPORTS

- A. Detailed reports shall be prepared of each test or inspection. Reports shall include:
 - 1. Date of test or inspection.
 - 2. Name of Testing Agency or Inspecting Agency.
 - 3. Name of technician or inspector.
 - 4. Location of specific areas tested or inspected.
 - 5. Description of test or inspection and results.
 - 6. Reference to applicable ASTM standard.
 - 7. Weather conditions.
- B. The Testing/Inspecting Agency shall immediately notify the Contractor, Special Inspector, and Registered Design Professional by telephone or fax of any test results failing to comply with the requirements of the Contract Documents.
- C. The Special Inspector shall immediately notify the Contractor of any discrepancies from the Contract Documents found during a Special Inspection. If the discrepancies are not corrected before the Special Inspector leaves the site,

the Special Inspector shall notify the Registered Design Professional within 24 hours (one business day) and issue a non-conformance report. Use the Special Inspection Non-Conformance Report Form at the end of this section. If the discrepancies are not corrected by the time of substantial completion or other appropriate time, the Special Inspector shall notify the Code Enforcement Official.

- D. The Testing/Inspecting Agency shall submit reports to the Special Inspector and the Registered Design Professional within 7 days of the inspection or test. Legible handwritten reports may be submitted if final typed copies are not available.
- E. At the completion of work requiring Special Inspections, each Testing/Inspecting Agency shall provide an Agent's Final Report of Special Inspections to the Special Inspector stating that work was completed in substantial conformance with the Contract Documents and that appropriate inspections and tests were performed. Use the Agent's Final Report of Special Inspections Form at the end of this section.
- F. The Special Inspector shall submit reports to the Registered Design Professional within 7 days of the inspections. Legible handwritten reports may be submitted if final typed copies are not available. In addition, the Special Inspector shall submit interim reports at intervals noted in the Statement of Special Inspection, including reports for all inspections and tests performed since the previous interim report or since the beginning of construction for the first interim report.
- G. Interim reports shall be addressed to the Code Enforcement Official with copies sent to the Registered Design Professionals (Structural Engineer and Architect) and Contractor.
- H. Interim reports shall be signed and stamped by a Professional Engineer.

1.11 FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the Registered Design Professional and Code Enforcement Official prior to issuance of a Certificate of Use and Occupancy.
- B. CASE Form 102-2001 or other similar form shall be used for the Final Report of Special Inspections.
- C. The Final Report of Special Inspections shall state that required inspections have been performed and shall itemize any discrepancies not corrected or resolved.

END OF SECTION

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SECTION 014101 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

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

1.2 RELATED REQUIREMENTS

- A. General Conditions
- B. Section 014200 - REFERENCE STANDARDS AND DEFINITIONS

1.3 STANDARDS

- A. Except to the extent more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith.
 - 1. Referenced standards, referenced directly in the Contract Documents or by governing regulations have precedence over non-referenced standards which are recognized in the industry for applicability to the work.
 - 2. Non-referenced standards are hereby defined to have no particular applicability to the work, except as a general measurement of whether work complies with standards recognized in the construction industry.
- B. Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.
- C. Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels, implement the requirement which is of greater quality.

- D. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- E. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
- F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

1.4 GOVERNING REGULATIONS/AUTHORITIES

- A. The procedure followed by the Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing the Contract Documents, recognizing that such information may or may not be of significance in relation to the Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on the performance of the work. Advise the Architect of any and all changes.
 - 1. Copies of Correspondence: During preparation of Contract Documents, the Architect/Engineer may have maintained a file of correspondence with governing authorities. This file may therefore be available at the A/E office for reference by bidders/contractors.
- B. The Contractor shall observe all laws and regulations, pertaining to his work including regulations of the Department of Labor and Industry, the Department of Health, and any other local laws or ordinances, and shall furnish as required, any permits, licenses, and certificates and pay any fees incidental thereto.
- C. The Contractor shall comply with all applicable tax laws and shall pay for all permits, fees, and notices required in the performance of the work. The Contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules, and orders of any public authority bearing on the performance of the work. The Contractor shall be responsible for the acts and/or omissions of all his

employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

- D. The Contractor shall comply with all applicable, laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain as required by existing conditions and progress of the work, until the acceptance of the completion of their portion of the project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities. In no event shall Owner have control over or be responsible for acts or omissions of the Contractor. At all times shall Contractor be the controlling employer responsible for the safety programs and precautions applicable to its own Work and the activities of other's work in areas designed to be controlled by Contractor. Contractor shall control the activities of its employees and any other persons or entities for whom Contractor is responsible. Contractor shall be liable for each hazardous condition which Contractor either creates or controls, whether or not the persons exposed to the hazard are the Contractor's employees or agents.
- E. In the event an action is undertaken against the Owner for violations of law as a result of conditions allegedly created or controlled in whole or in part by Contractor or its sub-contractors, regardless of their, or any other person or entity for whom Contractor is responsible, Contractor shall defend, indemnify and hold harmless the Owner and Architect from any and all costs on damages which may be assessed as the result of such action, including attorney's fees and disbursements incurred in the defense and/or appeal of such action.

1.5 CODES AND REGULATIONS

- A. The Contractor shall comply with all Federal, State and Local codes and ordinances including, but not limited to, the following:
1. 2018 Edition of the International Existing Building Code and International Building Code, and the locally adopted amendments, including Plumbing and Electrical codes.
 2. Pennsylvania Department of Labor and Industry "Building Regulations for Protection from Fire and Panic".
 3. NFPA - National Fire Protection Association.
 4. NEC - National Electrical Code
 5. EPA - Environmental Protection Administration
- B. The Contractor for the work hereunder shall be totally responsible for compliance with regulations established under the Federal Occupational Safety and Health Act of 1970 including agreements with the U.S. Department of Labor and the

Commonwealth of Pennsylvania under the State plan section of the act and any applicable amendments or revisions thereof whether associated with the furnishings or equipment and/or systems, the furnishing and installation of the equipment and/or systems, the construction of facilities, the performance of services or any other similar contractual relations.

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

1.6 REGULATIONS GOVERNING ASBESTOS

- A. Should material known or suspected to contain asbestos be encountered, the Contractor shall cease operations in that area and notify the Owner's representative or Architect immediately. In this event, the Owner will:
1. Restrict or deny access to all or part of the site if deemed necessary for protection of workers and occupants during testing and removal operations.
 2. Have material tested to verify presence or absence of ACM if such testing has not previously been performed.
 3. If ACM is present, contract to have the material removed by a qualified contractor in accordance with the latest applicable statutes and regulations of the Commonwealth of Pennsylvania and the latest rules and regulations of the United States Environment Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work.
- B. Should asbestos material be encountered on the job, each contractor shall comply with all of the latest statutes and regulations of the Commonwealth of Pennsylvania and all of the latest rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work and the disposal of material asbestos. Particular attention is drawn to Code of Federal Regulations, Title 40, Part 61, "Section 112 of Clean Air Act".

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

1.7 SUBMITTALS

- A. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee

payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon the performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014101

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SECTION 014200 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Abbreviations and acronyms used in Contract Documents to identify reference standards.

1.2 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.3 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

- A. Obtain copies of referenced standards direct from publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.
- B. The following, as appropriate to Project, is a list of reference standards and their mailing address for requesting copies of standards:

AA Aluminum Association
 900 19th Street, NW, Suite 300, Washington, DC 20006;
 202/862-5100

AABC Associated Air Balance Council
 1518 K Street, NW, Suite 503, Washington, DC 20005
 202/737-0202

AASHTO American Association of State Highway & Transportation Officials
 444 North Capitol St., Suite 225, Washington, DC 20001
 202/624-5800

ACI American Concrete Institute
 P.O. Box 19150, Detroit, MI 48219
 313/532-2600

ADC Air Diffusion Council
 230 N. Michigan Avenue, Suite 1200, Chicago, IL 60601
 312/372-9800

AI Asphalt Institute

Asphalt Institute Building, College Park, MD 20740
301/227-4258

AIA	American Institute of Architects 1735 New York Avenue, NW, Washington, DC 20006 202/626-7300
AISC	American Institute of Steel Construction 400 N. Michigan Avenue, 8th Floor, Chicago, IL 60611 312/670-2400
AISI	American Iron and Steel Institute 1000 16th Street, NW, Washington, DC 20036 202/452-7100
AMCA	Air Movement and Control Association 30 W. University Drive, Arlington Heights, IL 60004 312/449-2933
ANSI	American National Standards Institute 1430 Broadway, New York, NY 10018 212/354-3300
ARI	Air Conditioning and Refrigeration Institute 1501 Wilson Boulevard, Arlington, VA 22209 703/524-8800
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE, Atlanta, GA 30329 404/636-8400
ASME	American Society of Mechanical Engineers 345 East 47th Street, New York, NY 10017 212/705-7722
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210, Westlake, CA 91362 805/495-7120
ASSE	American Society of Sanitary Engineers P.O. Box 40362, Bay Village, OH 44140 216/835-3040
ASTM	American Society for Testing of Materials 1916 Race Street, Philadelphia, PA 19103 215/299-5400
AWI	Architectural Woodwork Institute 2310 S. Walter Reed Dr., Arlington, VA 22206 703/671-9100
AWPA	American Wood Preservers' Association P.O. Box 5283, Springfield, VA 21666 703/339-6660

AWS	American Welding Society P.O. Box 351040, 550 LeJeune Road, NW Miami, FL 33135 305/443-9353
AWWA	American Water Works Association 6666 W. Quincy Ave., Denver, CO 80235 303/794-7711
CDA	Copper Development Association Box 1840, Greenwich Office Park 2, Greenwich, CT 06836 203/625-8210
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road, Schaumburg, IL 60195 312/490-1700
CTI	Cooling Tower Institute 530 Wells Fargo Drive # 107 Houston, Texas 77090 713-583-4087 713-537-1721 fax
FM	Factory Mutual Engineering and Research 1151 Boston-Providence Turnpike, Norwood, MA 02062 617/762-4300
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197, Washington, DC 20407
GA	Gypsum Association 1603 Orrington Ave., Evanston, IL 60201 312/491-1744
MFMA	Maple Flooring Manufacturers Association 2400 East Devon, Suite 205, Des Plaines, IL 60018
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue, Philadelphia, PA 19120

MSS	Manufacturers Standardization Society of valve and fitting industry. 127 Park St. N. E. Vienna, VA 22180
ML/SFA	Metal Lath/Steel Framing Association 600 S. Federal St., Suite 400, Chicago, IL 60605 312/346-1600
NAAMM	National Association of Architectural Metal Manufacturers 600 S. Federal St., Suite 400, Chicago, IL 60605 312/922-6222
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road 4, Vienna, VA 22180
NEMA	National Electrical Manufacturers Association 2101 L St., NW, Suite 300, Washington, DC 20037 202/457-8400
NFPA	National Fire Protection Association 470 Atlantic Avenue, Boston, MA 02210
NFPA	National Forest Products Association 1619 Massachusetts Avenue, NW, Washington, DC 20036
NOFMA	National Oak Flooring Manufacturers Association 8 North Third St., 804 Sterick Bldg., Suite 810 Memphis, TN 38103 901/526-5016
NSF	National Sanitation Foundation P.O. Box 1468, 3475 Plymouth Road, Ann Arbor, MI 48106 313/769-8010
NSWMA	National Solid Wastes Management Association 1120 Connecticut Avenue, NW, Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Ave., Suite 132, Des Plaines, IL 60018 312/635-7744
OSHA	Occupational Safety and Health Administration Local Office: 49 N. Progress Avenue Harrisburg, PA 17109 717-782-3902
PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 20076
PCI	Prestressed Concrete Institute 201 N. Wells St., Chicago, IL 60606 312/346-4071
PS	Product Standard U.S. Department of Commerce, Washington, DC 20203

RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue, Bellevue, WA 98004
SDI	Steel Deck Institute P.O. Box 9506, Canton, OH 44711 216/493-7886
SDL	Steel Door Institute (c/o A.P. Wherry and Associates, Inc.) 712 Lakewood Center N. 14600 Detroit Avenue, Cleveland, OH 44107 216/226-7700
SIGMA	Sealed Insulating Glass Manufacturers Association 111 E. Wacker Dr., Chicago, IL 60601 312/644-6610
SJI	Steel Joist Institute 1205 48th Street, North, Suite A Myrtle Beach, SC 29577 803/449-0487
SMACNA	Sheet Metal & Air Conditioning Contractors National Association P.O. Box 70, Merrifield, VA 22116 703/790-9890
TAS	Technical Aid Series Construction Specifications Institute 1150 17th Street, NW, Washington, DC 20036
TCA	Tile Council of America P.O. Box 326, Princeton, NJ 08542 609/921-7050
UL	Underwriters Laboratories 333 Pfingsten Rd., Northbrook, IL 60062 312/272-8800

1.4 DEFINITIONS

Coordinate: The term "coordinate" means "to cooperate with related Prime Contractors to furnish and install all connections between the Prime in correct sequence size and location to create a complete system ready for intended use."

Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations."

Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other Prime, protecting, cleaning, and similar activities".

Provide: The term "provide" means "to furnish and install, complete and ready for its intended use.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014200

SECTION 015100 - TEMPORARY UTILITIES AND FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities including utilities, construction and support facilities, security and protection, as specified below. The scope of work includes installation, maintenance, and removal of utilities.
- B. Temporary Construction and Support Facilities required include, but are not limited to:
 - 1. Temporary air conditioning, dehumidification and ventilating of the building shall be furnished by General Contractor unless otherwise noted in the summary of work.
 - 2. Storage facilities shall be provided by each Prime Contractor. Locations will be coordinated with the Architect and/or Owner's designated project representative. A Site Utilization Plan shall be developed by the Contractors and Owner's Representative following the Preconstruction Meeting.
 - 3. Temporary laydown areas shall be coordinated by General Contractor and the Owner's Representative for the duration of the project
 - 4. Temporary sanitary facilities shall be provided by General Contractor.
 - 5. Temporary building enclosure shall be provided by General Contractor unless noted otherwise in the summary of the work. This is to include all temporary window openings and temporary doorways required to ensure temporary weather protection throughout the duration of the project.
 - 6. Each Prime Contractor shall provide for their own hoisting and scaffolding.
 - 7. Temporary project signs, including signs for directions, warnings, deliveries and safety shall be provided, posted, and maintained by General Contractor and shall be coordinated by the Architect and/or Owner's designated project representative.
 - 8. Each Prime Contractor shall furnish their own safety and first aid supplies.
- C. Security and Protection Facilities required included, but are not limited to:
 - 1. General Contractor shall provide all temporary fire protection and extinguishers and all updated inspections of the same.
 - 2. The General Contractor shall provide barricades, warning signs, and lights.
 - 3. Environmental protection shall be provided by all Trades.
 - 4. Temporary ladders and railings will be installed and maintained at all openings and building perimeter, as required by OSHA. This will be the responsibility of the General Contractor. Roof perimeter protection shall be provided by General Contractor.
 - 5. Special requirements for ventilation & exhaust are the responsibility of the Prime Contractor requiring ventilation for their work.
- D. Quality Assurance
 - 1. Regulations: All trades shall comply with industry standards and applicable

laws and regulations of authority having jurisdiction, including but not limited to:

- a. Municipal and State Building Code Requirements.
- b. State building codes.
- c. Health and Safety Regulations.
- d. Utility Company Regulations.
- e. Police, Fire Department, and Rescue Squad rules.
- f. Environmental Protection Regulations.

1.3 PROJECT CONDITIONS

- A. Conditions of Use: Each Prime Contractor shall keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures including all required 'Fire-Watches'. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous or unsanitary conditions or public nuisances to develop or persist on the site. Report any unsafe conditions noticed to the General Contractor and to the Architect and/or Owner's designated project representative immediately.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials or, if acceptable to the Architect and Architect and/or Owner's designated project representative beforehand, undamaged previously used materials in serviceable condition may be used for temporary construction. Provide materials suitable for the use intended.
- B. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame spread rating of 15 or less. For temporary enclosures, provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.

2.2 EQUIPMENT

- A. General: Provide new equipment or, if acceptable to the Architect/Architect and/or Owner's designated project representative, undamaged previously used equipment in serviceable and safe condition may be used for temporary construction. Provide equipment suitable for use intended.
- B. Water Hoses: The Plumbing Contractor shall provide 3/4" heavy duty abrasion resistant, flexible rubber hoses 200-feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shut off nozzles at hose discharge.
- C. Electrical Outlets: The Electrical Contractor shall provide properly configured NEA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment. EC will also supply and furnish any 3 phase power requirements for other trades, i.e. welding equipment.
- D. Electrical Power Cords: Each Prime Contractor shall provide grounded extension cords. Use hard service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where Construction activities are in progress. Do not exceed safe length-voltage ratio.

- E. Lamps and Light Fixtures: The Electrical Contractor shall provide rough service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture. Electrical Contractor shall provide rough service incandescent lights of wattage no less than 150 watts in each room and on each landing. Lighting and receptacles will not be on the same circuits. EC will also maintain all lighting throughout the project duration.
- F. Temporary Toilet Units: Provide self-contained single occupant toilet units of the chemical, aerated re-circulation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. Provide one (1) unit for every fifteen (15) workmen on the project. There will be no use of school toilet facilities.
- G. First Aid Supplies: All Contractors shall comply with governing regulations. All Contractors shall have a first aid kit and comply with all governing regulations.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by completed permanent facilities that have been authorized for use.
- C. Permanent Facility Warranties: Use of permanent facilities prior to substantial completion shall not reduce the one (1) year warranty period for permanent facilities from the date of substantial completion. This includes, but is not limited to, general systems and electrical systems.

3.2 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. General
 - 1. Locate storage, sanitary facilities, and other temporary construction and support facilities for easy access and as directed by the Architect and/or Owner's designated project representative.
 - 2. Provide noncombustible construction for sheds located within the construction area, or within 30 feet of building lines.
- B. Temporary Heating, Ventilating and Air Conditioning
 - 1. The General Contractor shall provide temporary heat, air conditioning, ventilation, dehumidification as necessary or required by construction activities, for protection of installed construction from adverse effects of low or high temperatures or high humidity. Owner owned equipment may not be used under any circumstance.
 - 2. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation and exhaust requirements to produce the ambient condition required and minimize consumption of energy.
 - 3. Maintain acceptable temperatures to allow for the installation of equipment and a minimum temperature of 55 degree F inside temperature when the outside temperature is 0 degree F.

4. The Mechanical contractor shall replace all the filters in the air handlers during the temporary A/C period on an as needed basis as determined by the Owner's designated project representative.
- C. Temporary Ventilation: The trade requiring ventilation for work to expel fumes or to provide circulation of air is required to provide their own methods to induce the circulation or ventilation.
- D. Storage and Facilities: Each Contractor shall provide storage facilities or trailers, sized, furnished, and equipped to accommodate materials and equipment involved. Facilities must be fully enclosed spaces and lockable. Coordinate locations with Architect and/or Owner's designated project representative.
- E. Sanitary Facilities
 1. General Contractor shall provide temporary toilets. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs at a rate of one (1) unit for every fifteen (15) workmen.
 - a. Provide toilet tissue and similar disposable materials for each facility.
 2. Toilets: Install self contained toilet units of appropriate quantity dictated by manpower on site. Shield toilets to ensure privacy. Use of pit type privies will not be permitted. Provide means of locking toilet facilities when construction is not in progress.
 - a. Provide separate facilities for male and female personnel when both sexes are working in any capacity at the project site.
 3. Drinking Water Facilities: Each Prime Contractor shall provide containerized tap dispenser bottle water type drinking water units, including paper supply. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 degrees to 55 degrees F.
- F. Temporary Enclosures
 1. The General Contractor shall provide temporary enclosure, which shall include window openings, door openings or any other openings in the exterior wall or roof.
 2. Where HVAC is needed and the permanent building enclosure is not complete, each Prime Contractor shall provide temporary enclosures where there is not other provision for containment of HVAC. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 3. Install tarpaulins securely with fire retardant wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
 4. Dust control partitions are to be provided by the Contractor who is creating dust and dirt in order to protect the surrounding conditions. Contractors are required to clean up debris caused by any operation.
- G. Temporary Lifts and Hoists: Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and shall be provided by the Contractor requiring same. Owner will require Insurance Certificates and inspection certificates.
- H. Project Temporary Signs

1. Engage an experienced sign painter to apply graphics.
2. Temporary Signs: Furnish and install signs to provide directional information to construction personnel and visitors.
3. Project Safety Sign: General Contractor shall provide a 4' x 8' plywood temporary safety sign mounted on (2) 4"x4"x10' posts. Sign shall be professionally painted and shall contain safety language as agreed upon with the Architect and/or Owner's designated project representative.
4. General Contractor to submit for approval a list of project signage prior to ordering and installation. If at any time signage will need to be replaced, the GC will replace them at no cost to the Owner.

I. Collection and Disposal of Waste

1. The General Contractor shall serve as the lead contractor for coordinating and maintaining a clean project site.
2. Each Prime Contractor is responsible for general clean up and trash removal resulting from the work or employees of that contract. The General Contractor shall provide all dumpster(s) as required for the purpose of trash removal for all Prime Contractors and Owner's contractors and vendors. Hazardous materials shall not be placed in dumpster but should be removed from site by Prime Contractor responsible for the material. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F. (27 degrees C). Handle hazardous, dangerous, or unsanitary water material separately from other waste, by containerizing properly. Dispose of material in a lawful manner.
3. It shall be the General Contractor's responsibilities to broom sweep the project on a weekly basis including trailers and laydown areas. This does not eliminate the responsibility of other Contractors for clean up of material and waste caused by their actions or installation of work.
4. In a case where a Prime Contractor fails to adequately clean up, the General Contractor shall notify the Architect and/or Owner's designated project representative and the violating contractor, in writing. The notification shall include the name of the Prime Contractor(s), and indicate the areas of the project that are in violation. Upon review, the Architect and/or Owner's designated project representative may take corrective action, and back-charge the responsible Prime Contractor without further written notification to the violating contractor.
5. Each prime contractor is responsible to maintain a clean, safe and organized site. This includes, but is not limited to, clean up on an as needed basis, but not less than weekly as coordinated by the Architect and/or Owner's designated project representative.
6. If cleaning is not being performed in an acceptable manner to the Owner and all parties relax at this requirement, the Owner has the right to hire a third party cleaning company and back charge all prime contractors for the cost of this work.

- J. Debris Control: The General Contractor shall daily clean all mud, dirt, and debris resulting from all trades operations from the adjacent streets, sidewalks, drives, parking areas and shall repair all damage.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, the General Contractor shall install and maintain temporary fire protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers".
 - 1. Locate fire extinguishers where convenient and efficient for their intended purpose, but not less than two (2) extinguishers on each floor or 1 at each usable stairwell whichever is greater.
 - 2. Store combustible materials in containers in fire safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 - 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
 - 5. Each Prime Contractor is responsible for providing fire protection mats, a man assigned to fire watch, temporary fire extinguishers, and proper notification to other trades during any welding process.
- B. Barricades, Warning Signs and Lights: The General Contractor shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and/or needed, provide lighting including flashing red or amber lights.
- C. Security Enclosure and Lock Up
 - 1. Each Prime Contractor is responsible for the secure storage to their own material and equipment on and off the site. Owner will not be responsible for any loss.
- D. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment, which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.4 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain temporary facilities in good operating condition until removal. Maintain operation of temporary enclosures, heating, cooling humidity control, ventilation and similar facilities on a twenty four (24) hour day basis where required to achieve indicted results and to avoid possibility of damage.
- C. Termination and Removal: Unless the Architect or Architect and/or Owner's designated project representative request that it be maintained longer, remove each temporary facility when the need has ended. This is normally when replaced by authorized use of a permanent facility or no later than substantial completion. Complete, or if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily

repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor.
 2. General Contractor shall repair or replace street paving, curbs and sidewalks that are damaged.
- D. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period. Including but not limited to:
1. The Mechanical Contractor shall replace air filters and clean inside of ductwork and housings.
 2. The Mechanical Contractor shall replace significantly worn parts and parts that have been subject to unusual operating conditions.
 3. The Electrical Contractor shall replace lamps that are burned out or noticeably dimmed by substantial hours or use.

All Contractors, Vendors and Material Suppliers will be required to meet all Township Rules and Regulations that are mandatory for working in their surrounding areas. The ordinances will be enforced by the surrounding government authorities.

END OF SECTION 015100

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SECTION 016100 - BASIC PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Products.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Transportation and Handling.
- E. Storage and Protection.
- F. Contractor Options.
- G. Material Source and Subcontractor Approval.
- H. Substitutions.

1.2 RELATED REQUIREMENTS

- A. Section 013300 - SUBMITTAL PROCEDURES: Submittal of manufacturer's drawings, descriptive literature, samples and certificates.
- B. Section 014200 - REFERENCE STANDARDS AND DEFINITIONS: Provision and identification of publication source for referenced standards.
- C. Section 016300 – PRODUCT SUBSTITUTION PROCEDURES: for general requirements regarding products, product handling, product compliance, and substitutions, including submittal procedures.
- D. Section 017400 - CLEANING: Manufacturer's recommendation and procedures for cleaning.
- E. Section 017810 - WARRANTIES AND BONDS: Form and time of submission.
- F. Section 018300 - OPERATION AND MAINTENANCE DATA: Demonstration and submission of instructions.

1.3 PRODUCTS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Manufactured and fabricated components required to be supplied in quantity within a Specification section shall be of the same manufacturer, and shall be interchangeable.
- D. When work of Project involves alteration and addition work, DO NOT use materials and equipment removed from existing structure, except as specifically allowed by notation or indication by Contract Documents.

1.4 WORKMANSHIP

- A. Comply with industry standards when more restrictive tolerance or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

1.5 MANUFACTURERS' INSTRUCTION

- A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.
- B. Perform work in accordance with manufacturer's instructions and specified requirements.
- C. Should a conflict exist between Specifications and instructions, consult with Architect/Engineer.
- D. All materials must be installed by skilled mechanics in accordance with the best practices of the industry.

1.6 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord pursuant to the Owner Sales Tax Recovery Plan with construction schedules, coordinate to avoid delay of progress, conflict with work and conditions at the site. Coordinate with the Architect and Owner for the direct purchase of certain materials by the Owner.
- B. Transport Products by methods to avoid Product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle Product by methods to prevent soiling or damage.

- D. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- E. Complete a "Contractor Acceptance of Owner Furnished Material" form for each delivery of the Owner purchased material.

1.7 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated Products, place on sloped supports above ground. Cover Products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged, and are maintained under required conditions.
- F. After installation, provide coverings to protect Products from damage from traffic and construction operations, remove when no longer needed.
- G. All contractors must coordinate and schedule the storage of materials in the laydown area and in the building with the Owner and Architect.

1.8 CONTRACTORS OPTIONS

- A. Products Specified By Reference Standards Or By Description Only: ANY PRODUCT meeting those standards.
- B. Product Specified By Naming Several Manufacturers: Products of named manufacturers meeting specifications; NO OPTIONS, NO SUBSTITUTIONS.
- C. Products Specified By Naming One Or More Manufacturers With "Or Equal": SUBMIT A REQUEST FOR SUBSTITUTION for any manufacturer not specifically named.
- D. Products Specified By Naming Only One Manufacturer: NO OPTIONS; NO SUBSTITUTION allowed.
- E. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties,

appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.9 MATERIAL SOURCE AND SUBCONTRACTOR APPROVAL

- A. Submit, on forms provided by the Architect, the names and addresses of subcontractors, testing laboratories, and manufacturing sources of materials to be incorporated into or used on this project.
- B. Tabulate products by Specifications section number, title, and Article number.
- C. These forms shall be properly completed and must be submitted to the Architect within ten (10) calendar days after date of Contract.
- D. The Architect, upon receipt of properly completed copies of the forms, will promptly review for approval or disapproval and subsequent distribution.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

PART 3 - EXECUTION (Not applicable).

END OF SECTION 016100

SECTION 016300 - PRODUCTS SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to requirements of this Section.
- B. Closely-related requirements specified in other Sections:
 - 1. Specific provisions relative to certain products, and specific requirements relative to acceptability of certain products, may be specified in Divisions 02 through 34.
 - 2. Product substitutions will not be considered prior to receipt of bid.

1.2 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies general requirements regarding products, product handling, product compliance, and substitutions, including submittal procedures.

1.3 DEFINITIONS

- A. Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents.
- B. "Products" are items purchased for incorporation in the Work, either by Owner or Contractor and whether specifically purchased for this project or taken from the Contractor's stock. The term "product" as used includes the terms "material", "equipment", "system" and other similar terms.
 - 1. "Named Products" are products identified by use of the manufacturer's name for a product, including make or model designation, as published in product literature, current as of the date of the Contract Documents.
 - 2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined, fabricated or processed to form units of work.
 - 3. "Equipment" includes products with operational parts, whether motorized or manually operated; products that require service connections such as wiring or piping; and other products identified as "equipment" by the Specifications.
- C. Substitutions: Products and methods of construction differing from those required or identified as acceptable by the Contract Documents and requested by the Contractor to be deemed acceptable. The following are NOT subject to the substitutions requirements of this Section:
 - 1. Revisions to the Contract Documents, where requested by the Owner or his representative; these are considered as "changes".

2. Contractor options on products and construction methods included in the Contract Documents.
3. The Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities; these do not constitute "substitutions" and do not constitute a basis for Change Orders.

1.4 REQUIREMENTS

- A. Comply with the requirements of this Section relative to the selection, coordination, handling and installation of products, except where more stringent or more specific requirements are specified in Division 02 through 16.
- B. Comply with the requirements of this Section relative to requests for substitutions.

1.5 SUBMITTAL OF SUBSTITUTION REQUEST

- A. Make request for substitution only as specified. Do NOT request substitutions through the submittals procedure specified in Section 013300: Submittal Procedures.
- B. Requests for Substitutions:
 1. Submit 3 copies of each request for substitution.
 2. Identify the product or fabrication or installation method to be replaced by the substitution, including related Specification Section and Drawing numbers.
 3. Include the following information, as appropriate, with each request:
 - a. Reason for proposed substitution.
 - b. Complete product data, drawings and descriptions of products, and fabrication and installation procedures.
 - c. Samples where applicable or requested.
 - d. A detailed comparison of the proposed substitution with the work specified. Include significant qualities such as size, weight, performance characteristics, compliance with requirements and standards, and visual characteristics. Submit in same terms and same order as specified work, to facilitate comparison.
 - e. Complete coordination information. Identify changes required in other elements of the work to accommodate the substitution, including work performed by other Contractors.
 - 1) Include one of the following:
 - a) A statement by the Contractor proposing the substitution that he will pay for any additional costs to other Contractors.
 - b) A statement by each Contractor affected, that identifies changes to the costs, time, arrangement or performance characteristics of his work, and a statement by all other Contractors that the proposed substitution will require no change to the

cost, time, arrangement or performance characteristics of their work.

- f. A statement that the Contractor agrees to pay design costs or other costs incurred by the Owner in connection with the substitution.
- g. A statement indicating the effect the substitution would have on the work schedule including total Contract Time, in comparison to the schedule without the proposed substitution.
- h. Complete cost information, including a proposal of the net change in the Contract Sum.
- i. Certification by the Contractor to the effect that, in the Contractor's opinion, the proposed substitution shall result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it shall perform adequately in the application indicated. Include in this certification the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

C. Architect Action:

- 1. Within one week of receipt of the Contractor's request for substitution, the Architect will advise the Contractor of additional information or documentation needed for evaluation of the request, and an estimate of design costs, administrative costs, or other costs to be incurred by Owner.
- 2. Within 3 weeks of receipt of the request, or within 2 weeks of receipt of the requested additional information or documentation, whichever is later, the Architect will notify the Contractor of either the acceptance or rejection of the proposed substitution.
 - a. Acceptance will be in the form of a letter, including a statement that a Change Order will or will not be required, and, if required, the changes in cost and time to be included in that Change Order. The Change Order, if required, will be issued within a reasonable time.
 - b. Rejection will include a statement giving reason for the rejection.

1.6 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind from a single source.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. Select products to be compatible with other products previously selected. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

1.7 REFERENCED STANDARDS

- A. Comply with the applicable provisions of codes, standards and specifications referenced in the Section specifying each product.
 - 1. Where products are shown on Drawings but not described in these Specifications, comply with industry standards and regulations applicable to such products.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE

- A. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include:
 - 1. Specifications including Named Products:
 - a. Where only a single product or manufacturer is named, provide the product named, unless the Specifications, by use of the term "Reference Product", "Design Product", or otherwise, indicate possible consideration of other products.
 - 1) Comply with the "substitutions" procedures of this Section if proposing unnamed product.
 - b. Where two or more products or manufacturers are named, provide one of the products named, at the Contractor's option. Do not provide or offer to provide an unnamed product, except as follows:
 - 1) Where the Specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to the use of these products only nor require pre-bid substitution, the Contractor may, at his option, propose an unnamed product that complies with Contract requirements in accordance with the "Substitutions" procedures of this Section.
 - 2. Specifications which do not name products:
 - a. Where the Specifications describe a product or assembly by listing characteristics required, but without use of a brand or trade name, provide product or assembly that provides the specified characteristics and otherwise complies with Contract requirements.
 - b. Where the Specifications do not name products, but require compliance with specific performance requirements, provide products that comply with those requirements, and that are recommended by the manufacturer for each specific application. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's project-specific certification of performance.
 - c. Where the Specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of

selecting a product that complies with specified requirements, including the standards, codes and regulations.

3. Specifications requiring matching an established sample: The final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect.
- B. Accommodation of Selected Products: Where the Contract Documents indicate details or other requirements based on a specified product, and the Specifications name two or more products or manufacturers for the Contractor's selection, the Contractor shall be responsible for adjustment in details and other requirements to accommodate the product of his selection, at no change to the Contract Sum or Contract Time.

2.2 GENERAL PRODUCT REQUIREMENTS

- A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged. Unless specifically required by the Contract Documents to be salvaged, re-used or otherwise restored, provide products that are unused at the time of installation. Provide products that are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- B. Standard Products: To comply with the requirements of the Contract Documents, provide standard products of types that have been produced and used successfully in similar applications on other projects.
- C. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced product for which the manufacturer has published assurances that the product and its parts shall be available to the Owner at a later date. A reasonable doubt regarding such future availability will be grounds for rejection of products other than named products.
- D. Nameplates: Except for required labels and operating data, do not permanently attach or imprint manufacturers' or producers' nameplates or trademarks on exposed surfaces to view in occupied spaces or on the exterior of the completed project.
 1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain product identification and essential operating data, including information specified for particular nameplates in Divisions 02 through 34.

2.3 SUBSTITUTIONS

- A. General: A request for a substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.
- B. Conditions: The Architect will consider a request for substitution when the following conditions are met:
 - 1. The request is for the use of a product not named in the Specifications, and where product selection is not limited to named products.
 - 2. The specified product or method is no longer available or cannot be provided in time to comply with the Contract Schedule. The request shall not be considered if the effect on the schedule is a result of the Contractor's failure to place an order within 30 days of award of Contract, to pursue the work expeditiously, or to properly coordinate the work.
 - 3. A substantial net advantage, as determined by the Architect, is offered the Owner, in terms of cost, time, operating efficiency or other factors, after deducting negative factors such as additional compensation to the Architect for redesign and evaluation services, increased costs of other work by other Contractors, or adverse effects on maintenance.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Except where project-specific or more stringent requirements are set forth in the Contract Documents, comply with the manufacturer's instructions and recommendations for installation of products in each application.
- B. Anchor each product securely in place, accurately located and aligned with other work.
- C. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION 016300

SECTION 017300 - CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 REQUIREMENTS INCLUDED

- A. Requirements and limitations for cutting and patching of Work.

1.3 RELATED REQUIREMENTS

- A. Division 1 Section “Multiple Contract Summary” for Work by Owner or by separate Contractors.
- B. Division 1 Section “Products Substitution Procedures” for Substitutions.
- C. Division 1 Section “Selective Demolition” for repair procedures for selective demolition operations.
- D. Individual Specifications Sections: Cutting and patching incidental to work of that Section.

1.4 DESCRIPTION

- A. Execute cutting, fitting, and patching, including attendance excavation and backfill, required to complete the Work and to:
 - 1. Remove existing services, lines and equipment and the installation of new services, lines and equipment, except as shown otherwise.
 - 2. Make its several parts fit together properly.
 - 3. Uncover portions of the Work to provide for installation of ill-timed work.
 - 4. Remove and replace defective work.
 - 5. Remove and replace work not conforming to requirements of Contract Documents.
 - 6. Remove samples of installed work when specified for testing.
 - 7. Provide routine penetrations of non-structural surfaces for installation of electrical services and conduit.

1.5 SUBMITTALS

- A. Submit written request to Architect in advance of executing any cutting or alteration which in the opinion of the Architect affects:
 - 1. The structural value or integrity of any element of the Project.

2. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
3. The efficiency, operational life, maintenance or safety of operational elements.
4. The visual qualities of sight-exposed elements.
5. Work of Owner or separate Contractor.

B. Include in request:

1. Identification of the Project.
2. Location and description of affected work.
3. The necessity for cutting, alteration or excavation.
4. Description of the proposed work:
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
5. Alternatives to cutting and patching.
6. Written permission of affected separate Contractor.
7. Date and time work will be executed.

C. Obtain approval prior to proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with specifications and standards for each specific product involved. Use materials identical to existing materials.
- B. For any change in materials, submit request for substitution in accordance with Section 016300.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching. Do not cut and patch operating or safety related elements that will result in reduction of capacity to perform.
- B. After uncovering work, inspect the conditions affecting the installation of Products, or performance of the work.
- C. Report unsatisfactory or questionable conditions to the Architect in writing; do not proceed with the work until the Architect has provided further instructions.

- D. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Provide adequate temporary support as deemed necessary by the Architect to assure the structural value or integrity of the affected portion of the Work.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.3 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive patching and finishing.
- B. Execute excavating and backfilling by methods which will prevent settlement of damage to other work.
- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- D. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
 - 1. All excessive patching and refinishing shall be performed by applicable trades, with costs borne by contractor requiring openings.
- E. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish the entire unit.

3.4 COORDINATION FOR CHASES/OPENING AND INSERTS

- A. Contractors or other trades requiring chases or openings shall furnish the Architect and General Contractor with a detailed drawing or sketch showing the size and location of each and every chase or opening required, if this information is not transmitted before the walls, partitions, floors, etc. are built, it will be done at the expense of the Contractor or trade who failed to provide the necessary information.

- B. Each trade shall be responsible for maintaining supervisory personnel on the job to assist in coordination and laying out of required chases or openings while the work is being performed by the responsible prime contractor.
- C. Unless otherwise noted or indicated, each Contractor or trade shall furnish and install ALL sleeves, thimbles and inserts necessary for the installation of his work at the proper time as not to delay the progress of the project or impede the work of any other Contractor or trade.
- D. Coordination drawings shall be required for Specification Divisions 23 and 26, which shall constitute agreement by the Contractors performing this work that these shall be the basic plan for installation. These Contractors agree that they will make only minor adjustments to this plan of installation without formal revision of the coordination drawings. In all cases, they will keep the space requirements of the other Contractors as limitations on their own installations.

END OF SECTION 017300

SECTION 017400 - CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Execute cleaning and disposal of waste materials, debris and rubbish during construction.
- B. Final cleaning of project including exterior.

1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Cleaning Up.
- B. Section 017700 - CLOSEOUT PROCEDURES.
- C. Individual Specifications Sections: Specific cleaning for product or work.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

1.4 DESCRIPTIONS

- A. EACH PRIME CONTRACTOR IS RESPONSIBLE FOR CLEAN UP OF ALL WASTE MATERIALS, DEBRIS AND RUBBISH FROM HIS WORK AND THE WORK OF HIS SUB-CONTRACTORS. Maintain areas under Contractor's control-free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Dumpster and Covered Containers for deposit of debris and rubbish shall be provided under the General Contract including periodic disposal of accumulations or extraneous materials. Separate dumpsters will be provided for each type of recyclable material. Each Prime Contractor will participate in this program and will separate his recyclable materials into each dumpster. Offending Contractors will be back-charged for time spent removing improperly sorted and disposed of materials.
- C. Remove all masonry debris and clean up all masonry debris as a result of the masonry operation.
- D. Each Prime Contractor shall include a clean-up line item in their schedule of values.
- D. Each Prime Contractor shall clean up daily and remove to a dumpster provided by the General Contractor all scrap, trash and debris resulting from the

Contractor's activities. The GENERAL Contractor will also periodically organize a project clean up by all Contractors working on site. Those Contractors on site shall provide labor to assist in this cleanup. Should any Prime Contractor fail to perform such clean-up within a twenty-four (24) hour written or verbal notice or fail to keep all material and equipment stored in a neat and orderly manner, the Owners designated project representative shall authorize another Prime Contractor to perform this service on behalf of the offending Prime Contractor and deduct this costs from any payments due the offending Prime Contractor.

- F. Removal from site of all **demolition debris** will be by the contractor performing the demolition activity.

PART 2 - PRODUCTS

2.1 CLEANING PRODUCTS

- A. USE ONLY those materials, which will not create hazards to health or property, and which will not damage finishes and surfaces.
- B. USE ONLY materials and methods recommended by manufacturer of material being cleaned.
- C. In order to control excess dust, the GENERAL Contractor shall provide adequate supply of proper dust control additives / compounds. This dust control compound shall be utilized and made available for sweeping operations by all prime contractors.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute daily cleaning, or as often as needed, to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. Dispose of waste materials, cartons, crating, debris and rubbish at designated waste receptor provided by the General Contractor (i.e. dumpster, truck, etc.) and which shall be disposed of at legal disposal areas away from the site.
- C. The General Contractor shall serve as the lead contractor for coordinating and maintaining a clean project site. It shall be the General Contractor's responsibility to broom sweep the project on a weekly basis. This does not eliminate the responsibility of other Contractors for clean up of materials and waste caused by their actions or installation of work.
- D. GENERAL Contractor shall be responsible for general site clean-up while they are mobilized on site and prior to substantial completion of earth work. Site clean-up shall include removal of mud and waste from parking lots, drives and public streets, rip-rap maintenance, cleaning of inlets and storm sewers, and other miscellaneous site clean-up.

3.2 DISPOSAL

- A. Unless stated otherwise in Bid Package Description, the GENERAL Contractor will remove collected waste materials, debris and rubbish from site as soon as dumpster/truck is full and dispose of off-site, in a lawful manner.

3.3 FINAL CLEANING

- A. Prior to final cleaning each Prime Contractor shall remove all debris, extra material etc. from the building to the dumpsters provided by the GENERAL Contractor. The GENERAL Contractor will provide final cleaning of the building interior. If after a building space is finally cleaned a contractor returns to the cleaned space and creates a condition where the space needs to be cleaned a second time. The contractor responsible will be charged for the second cleaning service.
- B. GENERAL Contractor shall employ experienced workers or professional cleaners for final cleaning of building. Clean each surface or unit to condition expected in an average public school cleaning and maintenance program. Comply with manufacturer's instructions.
- C. General Contractor shall complete the following cleaning operations for the site before requesting inspection for certification of Substantial Completion:
 - 1. Clean project site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste, material, litter, and other foreign substances.
 - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 3. Rake grounds that are neither planted nor paved to a smooth, even surface.
 - 4. All contractors shall remove all tools construction equipment, machinery, and surplus material from the project site.
- D. General Contractor shall complete the following cleaning before requesting inspection for certificate of Substantial Completion for that phase:
 - 1. Clean exposed exterior and interior hard surfaces finishes to a dirt free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 2. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, tunnels, equipment vaults, manholes, attics and similar spaces.
 - 3. Sweep concrete floors broom clean in occupied spaces.
 - 4. Vacuum carpet and similar soft surfaces, removing debris and excess nap; replace if visible soil or stains remain notify.
 - 5. Clean transparent materials, including mirrors and glass. Remove glazing compounds and other noticeable, vision-obscuring materials. Advise Architect of any chipped or broken glass or other damaged transparent materials.

6. Remove labels that are not permanent.
7. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
8. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
9. Replace parts subject to unusual operating conditions.
10. Clean exposed surfaces of GENERAL diffusers, registers, and grills.
11. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

END OF SECTION 017400

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for Final Acceptance.

1.2 RELATED REQUIREMENTS

- A. Section 007000 – GENERAL CONDITIONS OF THE CONTRACT: Fiscal provisions, legal submittals, and additional administrative requirements.
- B. Section 017400 - CLEANING
- C. Section 017800 – PROJECT RECORD DOCUMENTS
- C. Section 017810 – WARRANTIES AND BONDS

1.3 SUBSTANTIAL COMPLETION

- A. When Contractor considers his Work is substantially complete, he shall submit to Architect:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Should Architect determine that the Work IS NOT substantially complete, Architect will notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion to the Architect.
- D. When Architect/ finds Work is substantially complete, he will prepare a Certificate of Substantial Completion in accordance with provision of General Conditions.

1.4 FINAL INSPECTION

- A. When contractor considers the Work is complete, he shall submit to Architect certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.

4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
 5. Operation of systems has been demonstrated to Owner's personnel.
 6. Work is completed and ready for final inspection.
- B. Should Architect/Engineer/Owner's Designated Project Representative inspection find Work incomplete, Architect will promptly notify Contractor, in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written Certification of Final Completion to Architect.
- D. When Architect/Engineer/Owner's designated project representative finds Work is complete, he will consider closeout submittals.

1.5 CLOSEOUT SUBMITTALS

- A. Submit following documents to Architect:
1. Certificates of Inspection required for equipment, mechanical and electrical systems of each respective Section throughout Project Manual.
- B. Project Record Documents: In accordance with Section 01780.
- C. Operating and Maintenance Date, Instructions to Owner's Personnel.
- D. Warranties and Bonds: In accordance with Section 017810.
- E. Spare Parts and Maintenance Materials: In accordance with each respective specification Section.
- F. Evidence of Payment and Release of Waivers: In accordance with General Conditions of the Contract.
- G. Consent of Surety to Final Payment.
- H. Certificate of Insurance for Products and Completed Operations: In accordance with Supplementary Conditions.

1.6 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit to Architect a final statement reflecting adjustments to Contract Sum indicating:
1. Original Contract Sum.
 2. Previous Change Orders.
 3. Change under allowances.
 4. Changes under unit prices.
 5. Deductions for uncorrected Work.

6. Deductions for liquidated damages.
7. Deductions for re-inspection payments.
8. Adjustments for increased Owner costs for direct purchase of Major Materials beyond that set forth in Contractor's Bid
9. Other adjustments to.
10. Total Contract Sum as adjusted.
12. Previous payments.
13. Sum remaining due.

- B. Architect will issue a Final Change Order, reflecting approved adjustments to the Contract Sum not previously made by Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

- A. Submit application for final payment in accordance with provisions of the General Conditions of the Contract.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 017700

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SECTION 017800 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

1.2 RELATED REQUIREMENTS

- A. GENERAL PROVISIONS of the CONTRACT: Documents at the site.
- B. Section 017800 - PROJECT RECORD DOCUMENTS
- C. Section 017700 - CLOSEOUT PROCEDURES
- D. Section 018300 - OPERATION AND MAINTENANCE DATA
- E. Individual Specifications Sections: Manufacturer's Certificates of Inspection.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store Record Documents and Samples in field office apart from documents used for construction. Provide files, racks and secure storage for Record Documents and Samples.
- B. Label and file Record Documents and Samples in accordance with Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- C. Maintain Record Documents in a clean, dry and legible condition. DO NOT use Record Documents for construction purposes.
- D. Keep Record Documents and Samples available for inspection by Architect/Engineer/Owner's Designated Project Representative.

1.4 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large, printed letters.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information on prints. The final plot shall show all pertinent changes and shall be marked "As Built", dated and signed by Contractor. Submit "As Built" documents to the Architect for their review.
- C. Record information concurrently with construction progress. DO NOT CONCEAL any work until required information is recorded.

- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
1. Measured depths of elements of foundation in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the construction.
 4. Field changes of dimension and detail.
 5. Changes made by Modifications.
 6. Details not on original Contract Drawings.
 7. References to related Shop Drawings and Modifications.
 8. Revisions to electrical circuitry.
 9. Revisions to duct sizes and routing.
 10. Changes made by change orders.
 11. Changes made following Architect's written order.
- E. Specifications: Legibly mark each item to record actual construction, including:
1. Manufacturer, trade name, catalog number of each product actually installed, particularly optional items and substitute items.
 2. Changes made by Addenda and Modifications.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, field test records and other similar items required by individual Specifications sections.
- G. Provide a single (1) CD containing as-built drawings in PDF format along with the as-built drawing hard copy.
1. Electronic copies shall be book-marked by each system.

1.5 SUBMITTAL

- A. At Contract Closeout, deliver Record Documents and Samples under provisions of Section 017700.
- B. Transmit one (1) original hard copy and one (1) electronic copy of complete sets of marked-up prints to Architect with cover letter in duplicate copied to Architect , listing:
1. Date
 2. Project title and number
 3. Contractor's name, address and telephone number
 4. Title and number of each Record Document
 5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 017800

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SECTION 017810 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Preparation and submittal of warranties and bonds.
- B. Schedule of submittals.

1.2 RELATED REQUIREMENTS

- A. INSTRUCTIONS TO BIDDERS: Bid Bonds.
- B. GENERAL CONDITIONS of the CONTRACT: Performance Bond and Labor and Material Payment Bonds (AS REQUIRED), Warranty and Correction of Work.
- C. Section 017700 - CLOSEOUT PROCEDURES.
- D. Section 018300 - OPERATION AND MAINTENANCE DATA.
- E. Individual Specifications Sections: Warranties and bonds required for specific Products or Work.

1.3 FORMS OF SUBMITTALS

- A. Bind in commercial quality 8 1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS", with title of Project, name, address and telephone number of contractor and name of responsible principal.
- C. Table of Contents: Neatly typed in the sequence of the Table of Contents of the Project Manual with each item identified with the number and title of the specification section in which specified and the name of Product or Work item.
- D. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing. Provide full information using separate typed sheets as necessary. List subcontractor, supplier and manufacturer with name, address and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds as required, executed in duplicate by responsible subcontractors, suppliers and manufacturers within ten (10) days after completion of the applicable item of work. Except for items put into use with Owners' permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

- B. Verify that documents are in proper form, contain full information and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- B. Make other submittals within ten (10) days after Date of Substantial Completion prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.6 SUBMITTALS REQUIRED

- A. Submit Warranties, Bonds, Service and Maintenance Contracts as specified in the respective Sections of the Specifications, "As Appropriate To This Project".

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 017810

SECTION 018300 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 RELATED REQUIREMENTS

- A. Section 013300 - SUBMITTAL PROCEDURES
- B. Section 017700 - CLOSEOUT PROCEDURES
- C. Section 017800 - PROJECT RECORD DOCUMENTS
- D. Section 017810 - WARRANTIES AND BONDS
- E. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of the described products.

1.4 FORMAT

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Provide one (1) original hard copy and one (1) electronic copy of complete set of documents.
 - 1. Electronic copy shall be book-marked by each system.
- C. Binders: Commercial quality, 8 1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; one inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Covers: Identify each binder with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS"; list title of project and identify separate structures as applicable; identify subject matter of contents.
- E. Arrange content by systems, under section numbers and sequence of Table of Contents of this Project Manual.

- F. Provide tabbed fly leaf for each separate product and system with typed description of product and major component parts of equipment.
- G. Text: Manufacturer's printed data or typewritten data on 20 pound paper.
- H. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- I. Submit one copy of the completed manual to Architect/Engineer for review and approval.

1.5 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses and telephone numbers of Architect/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations to component parts of equipment and systems to show control and flow diagrams.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Bind in copy of each.
- G. Provide an electronic copy on a single (1) thumb drive containing all content material within each Volume. All content shall be tabbed/book-marked by specification section.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials and Finishes: Include product data with catalog number, size, composition and color and texture designations.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.
- C. Moisture-Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition and details of installation. Provide recommendations for inspection, maintenance and repair.
- D. Additional Requirements: As specified in Individual Specifications Sections.

- E. Provide complete information, "As Appropriate To This Project", for products specified in.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each item of Equipment and Each System: Include description of unit or system and component parts. Give function, normal operating characteristics and limiting conditions. Include performance curves with engineering data and tests and complete nomenclature and commercial number of replacement parts.
- B. Panel Board Circuit Directories: Provide electrical service characteristics, controls and communications.
- C. Include as-installed color-coded wiring diagrams.
- D. Operating Procedures: Include start-out, break-in and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down and emergency instructions. Include summer, winter and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balance and checking instructions.
- F. Provide servicing and lubrication schedule and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance operations.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- J. Provide as-installed control diagrams by controls manufacturer.
- K. Provide Contractor's coordination drawings with as-installed color-coded piping diagrams.
- L. Provide charts of valve tag numbers with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.
- N. Additional Requirements: As specified in individual Specifications Sections.

- O. Provide complete information, "As Appropriate To This Project", for products specified in all divisions of the specification.

1.8 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment and maintenance of products, equipment and systems, at as agreed upon times. For equipment requiring seasonal operation, perform instructions for other seasons within six months of substantial completion.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manuals with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation Maintenance Manual when need for such data becomes apparent during instruction.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 018300