

**FRANKLIN COUNTY
TECHNICAL SCHOOL
AUTHORITY
RENOVATIONS TO THE
FRANKLIN COUNTY CTC**

VOLUME 1 - PROJECT MANUAL

CRA PROJECT NO. 2776



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

VOLUME I

PROJECT MANUAL

FOR

**FRANKLIN COUNTY TECHNICAL SCHOOL AUTHORITY
RENOVATIONS TO THE FRANKLIN COUNTY CTC**

FOR THE

Franklin County Technical School Authority
Franklin County Career and Technology Center
2463 Loop Road
Chambersburg, PA 17202

**CRABTREE, ROHRBAUGH & ASSOCIATES
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ARCHITECT'S PROJECT NO. 2776

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SECTION 000010 ADVERTISEMENT FOR BIDS

NOTICE

Notice is hereby given that sealed bids for renovations to the Franklin County Career and Technology Center, 2463 Loop Road, Chambersburg, Pennsylvania 17202 will be received at the Administrative Offices of the Franklin County Career and Technology Center, 2463 Loop Road, Chambersburg, Pennsylvania 17202 until **2:00 P.M., prevailing time, on May 20, 2014**. Bids must be submitted to the attention of Neil Rotz, Business Manager. Bids shall be submitted in sealed envelopes bearing the name of the Bidder and shall be clearly marked **Renovations to the Franklin County Career and Technology Center**". Bids will be publicly opened and read aloud immediately after the scheduled closing time for receipt of Bids. Bids received after the above-referenced date and time shall be returned to the Bidder unopened.

Separate, sealed Bids will be received for the following Prime Contracts:

2776 -1 General Construction
2776 -2 Heating, Ventilating and Air Conditioning Construction
2776 -3 Plumbing Construction
2776 -4 Electrical Construction

On or after **April 30, 2014**, Bidders may obtain bidding documents by submitting a written request for the same, together with a check in the non-refundable amount of **Fifty and 00/100 (\$50.00) dollars**, payable to: Crabtree, Rohrbaugh & Associates, 401 E. Winding Hill Road, Mechanicsburg, PA 17055.

Bidding documents are available for examination at the following locations:

Crabtree, Rohrbaugh & Associates, 401 E. Winding Hill Road, Mechanicsburg, PA 17055
Pittsburgh Builders Exchange, 1813 North Franklin Street, Pittsburgh, PA 15233
Midatlantic BX, 2501 N. Front St., Harrisburg, PA 17110-1189
Reading Builders Exchange, 222 N. Kenhorst Blvd, Reading PA 19607
Dodge Scan, 3315 Central Ave., Hot Springs, AR 71913
Altoona Builders Exchange, 1927 Union Street, Altoona, PA 16601
Reed Construction Data, 30 Technology Parkway South, Suite 500, Norcross, GA 30092
Associated Building Contractors of the Triple Citi, 15 Belden Street, Binghamton, NY 13903

The following information shall be furnished by bidders when obtaining bidding documents:

- a. Bidder's mailing address
- b. Name of Bidder's Representative
- c. Bidder's telephone number
- d. Bidder's facsimile number
- e. Bidder's email address
- f. Bidding documents requested, by Contract and Contract number

Any bidding document questions shall be directed to Crabtree, Rohrbaugh & Associates, Attention: Bidding Department, phone number (717) 458-0272; FAX (717) 458-0047; email: bidding@cra-architects.com. All questions pertaining to the Contract Documents, technical sections, legal documents, and bid submission shall be directed in writing to: Joshua C. Bower,

Senior Project Manager, phone number (717) 458-0272, FAX: (717) 458-0047; email: jbower@cra-architects.com.

Each bid shall be accompanied by bid security in an amount equal to ten percent (10%) of the Base Bid breakout amounts and all alternate bid amounts in the form of a Bid Bond as described in the Supplementary Instructions to Bidders.

A Performance Bond and a Payment Bond in the forms provided in the Project Manual for both projects, each in an amount equal to one hundred percent (100%) of the amount of the Contract, and each with satisfactory corporate surety, must be furnished by the successful Bidders prior to execution of the Contracts.

Bids may not be modified, withdrawn or cancelled by the Bidder for sixty (60) calendar days following the actual date of opening thereof, except as provided by the Commonwealth Procurement Code. However, if award of Contract is delayed by the required approval of another government agency, the sale of bonds or the award of a grant or grants, Bids may not be withdrawn by the Bidder for a period not to exceed 120 days from the date of bid opening in accordance with Pennsylvania law.

Franklin County Technical School Authority reserves the right in its discretion to reject any or all Bids and to waive irregularities in any Bid. Further, Franklin County Technical School Authority reserves the right to award any combination of Alternates or no Alternates, which, in its sole discretion, serves the best interests of the Owner.

A Pre-Bid Conference will be held on **May 8, 2014 at 3:00 P.M.**, prevailing time, in the Cafeteria at the Franklin County Career & Technology Center, 2463 Loop Road, Chambersburg, PA 17202.

This project is subject to the Commonwealth of Pennsylvania, Department of Labor and Industry's Prevailing Wage Determination.

Corporations seeking to bid which are organized under the laws of a State other than Pennsylvania must secure the appropriate certificate, authorizing them to conduct business within the Commonwealth.

Franklin County Technical School Authority
Franklin County Career and Technology Center
2463 Loop Road
Chambersburg, PA 17202

END OF SECTION 00010



AIA[®] Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address):

THE OWNER:
(Name and address):

THE ARCHITECT:
(Name and address):

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
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- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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User Notes:

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the

Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 000101 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Section 000101, Supplementary Instructions, contains modifications to the basic document, **AIA Document A701, Instructions to Bidders, 1997 Edition**, in the form of additions, deletions and substitutions. Where any part of the basic document is so modified by these Supplementary Instructions, the unaltered provisions shall remain in effect.

ARTICLE 1 - DEFINITIONS

DELETE Paragraph 1.2 in its entirety and, in lieu thereof, SUBSTITUTE the following new Paragraph:

- 1.2 Except as provided for herein, all definitions set forth in the Conditions of the Contract (General, Supplementary and other conditions) or in other Contract documents are applicable to the bidding documents.

ADD the following new Sub-paragraph as follows:

- 1.2.1 The following words are intended to mean:

- Furnish (Materials): To supply and deliver to the project ready for installation and in operable condition.
- Install (Services or Labor): To place in final position, complete, anchored, connected and in operable condition.
- Provide: To furnish and install complete. When neither furnish, install nor provide is stated, provide is implied.

ADD the following to the end of Paragraph 1.4

[Add:] "and applicable law."

ADD the following to the end of Paragraph 1.8

[Add:] "and applicable law."

ARTICLE 2 – BIDDER’S REPRESENTATIONS

ADD new Sub-paragraph 2.1.5 as follows:

- 2.1.5 The Bidder is required to examine carefully in detail the character of the site of the Project, the Contract Documents and all other matters pertinent to the work contemplated. By submitting a bid, the Bidder expressly represents that it has satisfied itself as to the conditions to be encountered, including conditions that are overhead, on the surface and concealed, the character, quality and quantities of work to be done and materials to be furnished, and the requirements of the Contract and Specifications. No allowance or concession will be made for the lack of such information. Where underground and overhead structure locations are shown, they are for the information of the Architect only; their correctness is not guaranteed or warranted by the Owner or the Architect, and in no event is this information to be considered a part of the Contract Documents, or to be relied upon in preparing the Bid. If this information is used

by the Bidder in preparing its Bid, the Bidder must assume all risks resulting from conditions differing from those shown in the information provided. Test Boring Information concerning subsurface materials or conditions which are based upon test pits or test borings has been obtained by the Owner for the Architect's use in designing the Project. This information is available to the Bidder for information only. References to this information may be found in the Table of Contents. The technical data found in the test boring information is represented to be accurate by the Owner, but the conclusions and inferences that may be found in or inferred from the information is not warranted, and the accuracy or completeness of any such conclusions and inferences is not guaranteed by the Owner or the Architect. By submitting a bid, the Bidder represents that it has not relied upon the subsurface information supplied by the Architect or Owner and assumes all responsibility in excavating for this project for any and all subsurface conditions encountered.

The Owner will, to the extent possible, afford the Bidder the opportunity at the Bidder's own expense, to make additional borings or soundings, to drive test piles, to dig test pits on the site of the Work, and to make measurements and studies of all kinds.

There is no expressed or implied agreement that the existing conditions have been correctly indicated and bidders shall take into account that conditions affecting the cost or quantities of work to be done may differ from those indicated.

The Bidder shall carefully examine all Bidding Documents and materials pertinent thereto, with respect to all the categories of work for which the Owner has advertised and will receive bids, so that it is completely aware and satisfied as to the character, quality and quantities of all work, materials and for services required or to be provided by the Bidder to perform and complete all work of its Contract on the Project. Further, the Bidder shall have carefully examined the tentative construction schedule for the work and by submission of a bid, represents that the time set forth for such work is sufficient for the Bidder to complete its work.

Should work to be performed be specified or indicated in more than one Prime Contract and no clarifications received by Addendum prior to the Bid Date, each Prime Contract Bidder so affected who is submitting a bid shall consider the work to be part of its Prime Contract. A subsequent determination will be made and an amount commensurate to the work to be performed will be deducted from the contractor determined not to be responsible.

The Bidder by submission of its Bid represents that it has visited the site, that it has read the Bidding Documents and understands their full character and intent, that it otherwise complied with the provisions of Article 3, and should the Owner subsequently accept its Bid, no claims, allowances or concessions will be made, accepted or recognized by the Owner at any future time for any additional labor, equipment or materials required, or for any difficulties encountered in the Work, or for the lack of any information which could have been foreseen, apparent or ascertained had the Bidder so complied with Article 3.

The Bidder shall ascertain all governmental and utility requirements with respect to wage scales, materials, labor, safety and sanitation and shall base its bid prices on full compliance therewith.

The Bidder has familiarized itself with labor conditions which might affect or influence the performance of the Work.

ARTICLE 3 - BIDDING DOCUMENTS

Paragraph 3.1 - Copies:

Sub-paragraph 3.1.1

DELETE Sub-paragraph 3.1.1 in its entirety, and in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 3.1.1 Bidders may obtain complete sets of Bidding Documents from Crabtree, Rohrbaugh & Associates as stated in the Advertisement for Bids for the fee stated therein. The fee for Bidding Documents is **non-refundable**.

ADD new Sub-subparagraph 3.1.4.1 as follows:

- 3.1.4.1 The Bidder agrees that all work product produced by the Architect or its consultants are "Instruments of Service" as defined in AIA Document A201™-2007, General Conditions of the Contract for Construction. "Instruments of Service" include, without limitation, representations, in any medium of expression, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional service agreements.

The Bidder agrees that for the purposes of the bid process, the Architect is the copyright owner of such Instruments of Service and retains all common law, statutory and other reserved rights, including copyrights. Distribution of Instruments of Service to potential bidders is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

The Architect grants to the Bidder a nonexclusive, revocable license to use the Architect's Instruments of Service solely and exclusively for purposes of developing the Bidder's bid, including securing information or bids from the Bidder's material or equipment suppliers, contractors, or subcontractors. The license granted under this section permits the Bidder or the Bidder's contractors, subcontractors, sub-subcontractors, and suppliers to reproduce applicable portions of the Instruments of Service solely and exclusively for use in developing its bid for the Project. If the Bidder is for any reason not awarded the contract for the Project, the license granted in this section shall immediately terminate.

The Bidder acknowledges that it shall not use the Instruments of Service for any purpose other than to prepare a bid. The Instruments of Service shall not be used as construction drawings or for any specification involved in the

construction of the Project. The Bidder, for itself, and the Bidder's contractors, subcontractors, sub-subcontractors, and suppliers, hereby releases and holds the Architect and Architect's consultant(s) harmless from all claims and causes of action arising from any use of the Instruments of Service. The Bidder, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Bidder's use of the Instruments of Service under this section.

Except for the licenses granted in this section, no other license or right shall be deemed granted or implied under this Agreement. The Bidder shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use or reproduction of the Instruments of Service shall be at the Bidder's sole risk and without liability to the Architect and the Architect's consultants, and subject to Architect's rights and remedies for infringement of Architect's rights, including without limitation, copyrights

DELETE Sub-paragraph 3.3.2 in its entirety, and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 3.3.2. Pre-bid substitutions will not be considered. Following the award of contracts, substitutions proposed by the awarded contractors will be considered in accordance with Division 1 Section "Substitutions" of the Specifications.

DELETE Sub-paragraph 3.3.3 in its entirety.

DELETE Sub-paragraph 3.3.4 in its entirety.

Paragraph 3.4 - Addenda:

ADD new Sub-subparagraph 3.4.1.1 as follows:

- 3.4.1.1 Clarifications to the Bidding Documents will only be made in writing, by Addenda or Bulletin. Oral statements may not be relied upon and will not be binding or have any legal effect.

DELETE Sub-paragraph 3.4.3 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

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

DELETE Sub-paragraph 3.4.4 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has

received all Bulletins and Addenda issued, and the Bidder shall acknowledge, where indicated on the Bid Form, their receipt. Failure of any bidder to receive any bulletin or Addenda as provided for herein shall not release such bidder from the obligation of their Proposal.

ARTICLE 4 - BIDDING PROCEDURES

Paragraph 4.1 - Preparation of Bids:

ADD the following new sentences to the end of Sub-paragraph 4.1.1:

- 4.1.1 [Add:] "Attention is directed to the Bid Forms bound in the Project Manual. These forms are for the information and convenience of the Bidder and are not to be detached from the Project Manual, or filled out or executed. A separate copy of each Bid Form is furnished with the Bidding Documents. Complete two (2) separate copies of the Bid Form and accompanying documents, execute and submit as specified in the Advertisement for Bid".

ADD the following new sentence to the end of Sub-paragraph 4.1.5:

- 4.1.5: [Add:] "Failure to enter an amount or "No Change" for an Alternate shall be construed to mean that no change in the Base Bid is required."

INSERT the following sentence after the second sentence of Sub-paragraph 4.1.7:

- 4.1.7 [Insert:] "The signature of any person, appearing on the Bid Form, shall be in longhand and in ink."

Paragraph 4.2 - Bid Security:

AMPLIFY Sub-paragraph 4.2.1 as follows:

- 4.2.1 [Amplify:] "Bid security in the type and amount stated in the Advertisement for Bids shall accompany the Bid. Bid Bonds shall be in the form set forth in the Project Manual. Bid bonds shall name as obligee and checks shall be made payable to Franklin County Technical School Authority. Bidders who submit security in cash or check form shall be bound by the conditions set forth in the Bid Bond."

DELETE Sub-paragraph 4.2.2 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 4.2.2 If a Surety Bond is used for the Bid Security it shall be written on a form similar to the enclosed Bid Bond form only, and the Attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney.

DELETE Sub-paragraph 4.2.3 in its entirety, and in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 4.2.3 The Owner may declare the Bid Security forfeited to the Owner as liquidated damages if, following the designation, within the firm-bid period, of the Bidder as the apparently lowest responsible Bidder, such Bidder shall thereafter fail to (1) deliver to the Owner within the prescribed time the properly executed Performance Bond and Payment Bond if required by these Contract Documents or (2) if Notice of Intent to Award is given to such Bidder, deliver to the Owner, within the prescribed time, the properly executed counterparts of the construction Agreement and all evidences of insurance as required by these Contract Documents. The Bid Security of all Bidders will be returned (unless previously forfeited as aforesaid) upon (1) the execution of the construction Agreement by the Owner (provided in the case of the Bidder with whom said Agreement is entered into, all required evidences of insurance and Bonds have been previously delivered to the Owner) or (2) the rejection by the Owner of all bids or (3) the expiration of the firm-bid period, including any extensions by operation of law or by mutual consent of the Owner and the apparently lowest responsible Bidder, as permitted by the Commonwealth Procurement Code.

Paragraph 4.3 - Submission of Bids:

ADD the following new sentence to the end of Sub-paragraph 4.3.1 as follows:

- 4.3.1 [Add:] "The Owner shall not be responsible for the opening of Bids not submitted in compliance with these Instructions to Bidders or Supplementary Instruction to Bidders."

ADD new Sub-paragraph 4.3.5 as follows:

- 4.3.5 [Add:] The documents to be submitted on bid day are as follows:

1. Two (2) Original Bid Form
2. Two (2) Bid Security
3. Two (2) Non-Collusion Affidavit
4. Two (2) Agreement by Vendor or Independent Contractor to Comply with 111 of the Public School Code
5. Two (2) Non-Discrimination Affidavit
6. Two (2) Affidavit Accepting Provisions of the Workman's Compensation Acts
7. Two (2) Contractor's Qualification Statement

ADD new Sub-paragraph 4.3.6 as follows:

- 4.3.6 [Add:] The Owner reserves the right to waive non-material defects or informalities in any and all bids.

Paragraph 4.4 - Modification or Withdrawal of Bid:

DELETE Sub-paragraph 4.4.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 4.4.1 Bids may not be withdrawn by the Bidder for a period not to exceed 60 calendar days following the actual date of opening thereof, except as provided by the Commonwealth Procurement Code. However, if award of Contracts is delayed by a required approval of another government agency, the sale of

bonds or the award of a grant or grants, the Bids may not be withdrawn by the Bidder for a period not to exceed 120 days from the date of Bid opening in accordance with Pennsylvania Law.

DELETE Sub-paragraph 4.4.2 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

4.4.2 Bidders may withdraw Bids at any time up to the scheduled time for opening of Bids. The withdrawal of the Bid prior to the deadline for bidding may occur only by appearing in person, by First-Class mail, or by fax. Bids may not be modified after the deadline for submittal. After the deadline for submittal, no Bid may be withdrawn except as permitted by the Commonwealth Procurement Code.

MODIFY Sub-paragraph 4.4.3 as follows:

4.4.3 [Modify:] "...fully in conformance with these Bidding Documents."

ARTICLE 5 -CONSIDERATION OF BIDS

Paragraph 5.1 - Opening of Bids:

DELETE the first part of the first sentence of Paragraph 5.1 up to and including "Advertisement or Invitation to Bid" and begin this sentence as follows:

5.1 "The properly identified Bids....."

ADD the following new Sub-paragraph 5.1.3 as follows:

5.1.3 Post Bid Assessment: The Owner reserves the right to consider changes in the Work after Bid opening and prior to award of Contracts intended to reduce the cost of the Project. The Owner may at its election, begin discussions with the lowest responsible Bidder, based on low Base Bid and any Alternates determined to be acceptable to the Owner. After Bid opening and upon the Owner's identification of the apparent low bidder and the Owner's request, the apparent low bidder agrees to provide cost breakdowns in accordance with estimates used in the preparation of his Bid to the Owner and Architect, using cost breakdown forms that will be provided by the Architect. The confidentiality of such cost-breakdown and bid materials, when received, will be maintained by the Owner, the Architect and their representatives. Such requests will be made only where, in the sole judgment of the Owner, the Owner's ability to fully fund the Project is detrimentally affected by the total amount of the lowest responsible and responsive Bids and accepted Alternates received from all Bidders. The requests made by or on behalf of the Owner, under this Sub-paragraph, shall be limited to matters that do not affect the amount of reimbursement from the Commonwealth of Pennsylvania, and in particular do not affect the Owner's educational program or its scheduled architectural area. The Department of Education requires that the planned bid adjustment, through the use of future Change Orders must not impact on the award to the lowest bidder, permits and approvals issued by local and other state and federal agencies, compliance with Act 34 of 1973, or the 20% Rule for

Alteration Costs used in determining the eligibility of building renovations for reimbursement. Any deduct Change Orders to be considered must not affect the full functioning of the building or site. Matters to which such requests could be directed may include site work, landscaping, predetermined means and methods of construction, substitutions, deletions, changes in scope, and changes in schedule. Following receipt of the information requested, the Owner may propose deletions of Work and may at its option prepare draft deduct Change Orders. The Owner's award of the Contract to the Bidder can be made conditional upon the Bidder's consent and agreement to the execution of the proposed deduct Change Orders, following award and at a time contemporaneous with the execution of the Owner-Contractor Agreement. If through this process the Owner cannot achieve the cost reductions necessary to meet its budget parameters, the Owner reserves the right to reject all Bids associated with the Contract and re-bid the Project.

Paragraph 5.2 - Rejection of Bids:

ADD new Sub-paragraph 5.2.1 as follows:

- 5.2.1 The Owner reserves the right to reject any or all Proposals for one or more Contracts, or parts thereof, or items therein. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder, or by other means permissible under applicable law.

Paragraph 5.3 - Acceptance of Bid Award:

AMPLIFY Sub-paragraph 5.3.1 as follows:

- 5.3.1 [Amplify:] The Owner, before making an award, may require any Bidder, upon at least three (3) days request to present satisfactory evidence, in the form specified by the Owner, of their experience, qualifications, financial ability, and other matters reasonably related to their ability to satisfactorily perform and complete the Work covered by their Proposal.

The Owner reserves the right to consider such matters, facts and circumstances presented by the Bidder, as shall be permitted by Pennsylvania law, in making a determination whether the Bidder is a responsible Bidder. The Owner reserves the right to request such other information or data as they may deem necessary to evaluate the qualifications of the Bidder to satisfactorily perform the functions of the Contractor.

Upon request, the Contractor Qualification Statement shall include a listing of a minimum of 3 Pennsylvania public school projects completed within the past 7 years of a minimum Contract value equal to or greater than the bid amount of this Project. Also, provide names and numbers for the Superintendent, the Principal, the Construction Manager, if applicable, and the Architect for all public school projects completed within the past 7 years.

The Contractor's Qualification Statement shall be supplemented by listing any principal, officer, or shareholder in your company who has either owned, operated or who was affiliated with any other business in a management

capacity, under a different name. List the name of the business and provide a Contractor's Qualification Statement for such business.

ADD new Sub-paragraphs as follows:

5.3.3 After review of the Bids, during the Bid period stipulated in Article 4.4.1, at its sole discretion, the Owner may issue a Notice of Intent to Award and an unexecuted Agreement Between Owner and Contractor. Upon receipt of Notice of Intent to Award, the Contractor shall, within five (5) calendar days, deliver to the Owner (by delivery to the Architect) the following:

1. Executed Agreement (executed in the required number of counterparts) in the form set forth in the Contract Documents.
2. Performance and Payment Bonds as set forth in the Contract Documents and Article 7 of the Instructions to Bidders.
3. Insurance Certificate, policies or other evidence of insurance set forth in the Contract Documents.
4. Post Bid Information required in Article 6 of the Instructions to Bidders.

Failure of the Bidder to whom Notice of Intent to Award has been given to deliver the above items required by the Contract Documents, within five (5) days, shall constitute grounds for the Owner to declare the Bidder's Bid Security forfeited.

Upon receipt of the documents listed above, the Owner may at its sole discretion, award the Contract by executing the Agreement and issue a written Notice to Proceed which shall establish the start of the Contract duration.

5.3.4 The Owner shall execute and return to the Contractor, one (1) copy of the executed Agreement and shall issue the Notice to Proceed for the Work.

5.3.5 When a Unit Price is rejected by the Owner, any additional work that would have been subject to that unit price shall be subject to Article 7 of the General Conditions for the Contract for Construction and the Supplementary General Conditions.

ARTICLE 6 - POST BID INFORMATION

DELETE Paragraph 6.2 - Owner's Financial Capability, in its entirety.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

Paragraph 7.1 - Bond Requirements:

DELETE Sub-paragraph 7.1.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

7.1.1 Prior to execution of the Contract the successful Bidder shall furnish bonds

covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the forms included in the Project Manual and each in an amount equal to 100% of the Contract Amount. The Performance Bond shall remain in force and effect until the Contractor's Work has been finally accepted. The Bidder shall pay all premiums in respect of such bonds.

DELETE Sub-paragraph 7.1.2 in its entirety.

REVISE Sub-paragraph 7.1.3 as follows:

- 7.1.3 *[Revise:]* Bonds shall be secured from a surety company as stipulated in Section 000750 Supplementary General Conditions.

Paragraph 7.2 - Time of Delivery and Form of Bonds:

DELETE Sub-paragraph 7.2.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 7.2.1 The Bidder shall deliver properly executed bonds to the Owner (by delivery to the Architect) no later than five (5) days after written Notice of Intent to Award is issued.

DELETE Sub-paragraph 7.2.2 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 7.2.2 Bonds shall be written on the Performance Bond form and the Payment Bond form included in these Contract Documents for the amount required in these Contract Documents.

- 7.2.2.1 The Contract Bonds shall be written in the form included in the Project Manual and the Bonds shall be executed by or on behalf of the successful Bidder, as Principal, in the following manner:

- 7.2.2.2 If the successful Bidder is an individual, the Contract Bonds shall be executed by them personally, their signature shall be witnessed and any trade name employed in the conduct of their business shall be stated.

- 7.2.2.3 If the successful Bidder is a partnership, the Contract Bonds shall be executed in the name of the partnership by each of the Partners, and the signatures of the Partners shall be witnessed.

- 7.2.2.4 If the successful Bidder is a corporation, the Contract Bonds shall be executed in the name of the corporation: (1) by the President or a Vice President and attested by the Secretary or Assistant Secretary and the Corporate Seal shall be attached; (2) by a duly authorized agent of the corporation whose authority to act, as of the date of the Contract Bonds, shall be established by proof, satisfactory to the Owner, attached to the Contract Bonds.

- 7.2.2.5 Execute the Contract Bonds in behalf of the surety in such manner as to legally bind the surety. In the event the execution in behalf of the surety is by an agent or agents, a proper power of attorney, evidencing the authority of such agent or agents, shall be attached to the Contract Bonds. Such power of attorney shall bear the same date as the Contract Bonds to which it is attached.

- 7.2.2.6 Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

DELETE Sub-paragraph 8.1.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Sub-paragraph:

- 8.1.1 The Agreement shall be written on the form included in these Contract Documents.

ARTICLE 9 CONSTRUCTION TIME

ADD new Article 9 as follows:

- 9.1 Pre-Bid Conference: Prospective Bidders and Sub-bidders are invited to attend a Pre-Bid Conference at the time and location stated in the Advertisement for Bids during which questions of general and technical nature and other matters regarding the Construction Documents may be raised by those in attendance and discussed with the Owner, the Architect and the Engineers.
- 9.2 Pre-Construction Conference: Soon after the actual award of the Contract but prior to the start of construction, the Contractor or their representative shall attend a Pre-Construction Conference with representatives of Franklin County Technical School Authority. The conference will serve to acquaint the participants with the general plan of Contract administration and requirements under which the construction operation is to proceed and will inform the Contractor, in detail, of the obligations imposed on them and their subcontractors by the Executive Orders concerning Equal Employment Opportunity.
- 9.2.1 The date, time and place of the conference will be furnished to the Contractor by the Architect.
- 9.3 Contract Time: The Agreement will include a stipulation that the Work be substantially complete (as defined in the Contract) within **80** calendar days. Refer to Section 012300 Alternates for contract duration alternate.
- 9.4 Time of Completion:
- 9.4.1 The Bidder agrees that they will commence work within forty-eight (48) hours following receipt of Notice to Proceed from the Owner (which may be given by the Architect pursuant to authority granted by the Owner) and shall be substantially completed within the number of calendar days set forth herein.
- 9.4.2 By submitting a Contract Proposal, the Prime Bidder for General Construction, certifies that they shall coordinate the schedule for the construction of this project with all other Prime Contractors as selected in these Specifications including, but not limited to, preparing and updating the Schedule, holding weekly coordination meetings with all Prime Contractors and submitting a copy of the minutes of those meetings to the Architect on a weekly basis.

- 9.4.3 All other Prime Contractors, by submitting a proposal, certify that they shall coordinate their Work with the General Contractor and shall attend the weekly coordination meetings as scheduled by the General Contractor.
- 9.4.4 By submitting a contract proposal, each Prime Contractor certifies that the Contract Time set forth herein is sufficient for such Prime Contractor to complete its Work.
- 9.5 Non-Interference with Owner's Operations:
- 9.5.1 The Contractor shall schedule their Work accordingly and shall cooperate with the Owner to see that daily operations are disrupted as little as possible. No work shall begin until it is fully coordinated with the Owner so that the Owner can make provisions to allow for the disruption that the work will cause. The Owner shall be given at least five (5) days notice before any work is to be started. This notice shall be in writing.
- 9.5.2 The General Contractor shall erect temporary barriers to segregate the area of new construction from the existing facility and remainder of the Owner's property. It is the intention that these temporary barriers be constructed to prevent the flow of dust dirt, debris, etc., into the adjacent areas of the facility. The temporary barriers must also serve as safety barriers to prevent access of unauthorized people into the work area.
- 9.5.3 The Contractor must maintain access to the Owner's facilities for employees, visitors, other users, and deliveries. In no way shall the Contractor prevent access to the remaining portions of the site.

ARTICLE 10 - GOVERNING LAWS AND REGULATIONS

ADD new Article 10 as follows:

- 10.1 The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project may apply to this Contract, including without limitation, Pennsylvania's Prevailing Wage Act.
- 10.2 Sales Tax
- 10.2.1 Because the Owner is a Tax Exempt entity of the Commonwealth of Pennsylvania, certain tax advantages may result with respect to this Contract and related matters. The successful Bidder shall agree to cooperate fully so that the Owner can benefit from all tax relief available. The Bidder shall reflect the tax exemption in their bid. The Bidder shall satisfy its responsibilities under this provision before entitled to final payment.
Refer to Section 000860 PA Tax Exempt Entities Disclosure for more information.
- 10.3 Anti-Pollution Legislation
- A. On October 26, 1972, House Bill Number 1969 was enacted into law. This Act (No. 247) became effective on November 25, 1972. It requires that Bidders on construction contracts for the Commonwealth of Pennsylvania be advised of

those provision of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which bids are being received.

- B. The Bidder shall thoroughly acquaint itself with the terms of the listed statutes, rules and regulations. No separate or additional payment will be made for such compliance. In the event that the listed statues, rules and regulations are amended or if new statutes, rule or regulations become effective after date of receipt of bids, upon receipt of documentation which causes the Contractor to perform additional work, the Owner may issue a change order or deviation request setting forth the additional work that must be undertaken. This change order or deviation request shall no invalidate the Contract.
- C. It is the responsibility of the Contractor to determine what local ordinances, if any, will affect its work. They shall check for any county, city, borough or township rules or regulations applicable to the area in which the project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers-of-commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the price bid, even though document of such local controlling agencies are not listed herein.

END OF SECTION 000101

BID FORM - GENERAL CONSTRUCTION - CONTRACT 2776-1

DATED: _____
(Bidder to insert date bid submitted)

Bidder's Name and Address (Print or Type)

Franklin County Technical School Authority
Neil Rotz, Business Manager
2463 Loop Rd
Chambersburg PA 17202

Gentlemen:

This Bid is submitted in accordance with your Advertisement inviting Bids to be received for the General Construction Work for Renovations to the Franklin County Career and Technology Center in Chambersburg, PA.

Having carefully examined the Contract Documents as defined in Article 1 of the Agreement, bound in the Specifications, and including the Addenda enumerated in the Bid, which are incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the Contract for the above named Project in accordance with said Contract Documents for:

Total Base Bid Project Cost for All General Construction

_____ DOLLARS
(\$ _____).

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4.2 of the Instructions to Bidders, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4.2.1 of the Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by these Contract Documents.

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

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 60 days after the date set for bid opening, except as provided by the Commonwealth Procurement Code, which provides for possible extensions of the holding period.

It is hereby certified that the undersigned is the only person(s) or entity(ies) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. The Bidder hereby agrees to furnish surety company bonds in the form

incorporated in the Contract Documents, in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and the Payment Bond as surety against defects or inferior materials or workmanship which may develop during the period of one (1) year from the date of completion and acceptance of work performed under the Contract, within seven (7) days after notice by the Owner of the intention to award the Contract and execute the Agreement and furnish evidence of require insurance coverage, upon request, within ten (10) days after mailing by the Owner of Notice of Intent to Award, and to begin within ten (10) days after date of Notice to Proceed.

The Bidder guarantees that, if awarded a Contract, he will furnish and deliver all materials, water, tools, equipment, light, heat, power, tests, and transportation, to secure all permits and licenses, to do and perform all labor, superintendence, 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 price herein stated.

It is understood that the Franklin County Technical School Authority reserves the right to reject any or all Bids or Proposals, or parts thereof, or items thereof, and to waive technicalities required for the best interests of the Owner.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that Work of this Project, under this Contract, shall be **substantially completed in 80 calendar days**, which period shall be the essence of the Contract.

The Bidder agrees that it will not assign its Bid or any of its rights or interests hereunder without written consent of the Owner.

The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner and for which no pre-agreed price has been fixed for the net cost of all labor and materials furnished plus 15% for overhead and profit.

The Contract amount stated above includes all sales taxes, excise, and other taxes for all materials and appliances subject to and upon which taxes are levied.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED IN DUPLICATE:

1. Two (2) Bid Security
2. Two (2) Non-Collusion Affidavit
3. Two (2) Agreement by Vendor or Independent Contractor to Comply with 111 of the Public School Code
4. Two (2) Non-Discrimination Affidavit
5. Two (2) Affidavit Accepting Provisions of the Workman's Compensation Acts
6. Two (2) Contractors Qualification Statement

ALTERNATES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Alternate Proposals as listed in Division 1 Section "Alternates", and as listed below:

GC-1	Allied Health Classroom	ADD	\$ _____
GC-2	Cosmetology Casework	ADD	\$ _____

ADDENDA

The undersigned hereby acknowledge receipt of following Addenda and has prepared this bid accordingly:

ADDENDUM # _____ Dated _____ ADDENDUM # _____ Dated _____
ADDENDUM # _____ Dated _____ ADDENDUM # _____ Dated _____
ADDENDUM # _____ Dated _____ ADDENDUM # _____ Dated _____
ADDENDUM # _____ Dated _____ ADDENDUM # _____ Dated _____

Bids shall be officially signed in accordance with the Instructions to Bidders, using the applicable portion of the "Signature Pages".

SIGNATURES

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

For Individual Bidder

Name of Bidder (Printed)

Witness
By: _____
(Signature of Individual)

Trading and doing business as * _____

Business Address _____

*If a fictitious or trade name is employed in the conduct of business, insert name here:

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

////////////////////////////////////

SIGNATURES

For Corporate Bidder

(Name of Corporation)

By: _____
Signature of President, Vice President,
or other authorized representative *

Attest: _____
Signature of Secretary, Assistant Secretary,
Treasurer, Assistant Treasurer or other
authorized representative **

(CORPORATE SEAL)

Business Address _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

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

(2) If the Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If the Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

//

SIGNATURES

For Limited Liability Company (LLC) Bidder

[Name of Contractor]

(Print Name of Limited Liability Company)

Attest: _____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

- The Certificate of Organization provides that the LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Continued on next page

BID FORM - HVAC CONSTRUCTION - CONTRACT 2776-2

DATED: _____
(Bidder to insert date bid submitted)

Bidder's Name and Address (Print or Type)

Franklin County Technical School Authority
Neil Rotz, Business Manager
2463 Loop Rd
Chambersburg PA 17202

Gentlemen:

This Bid is submitted in accordance with your Advertisement inviting Bids to be received for the HVAC Construction Work for Renovations to the Franklin County Career and Technology Center in Chambersburg, PA.

Having carefully examined the Contract Documents as defined in Article 1 of the Agreement, bound in the Specifications, and including the Addenda enumerated in the Bid, which are incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the Contract for the above named Project in accordance with said Contract Documents for:

Total Base Bid Project Cost for All HVAC Construction

_____ DOLLARS
(\$ _____).

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4.2 of the Instructions to Bidders, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4.2.1 of the Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by these Contract Documents.

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

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 60 days after the date set for bid opening, except as provided by the Commonwealth Procurement Code, which provides for possible extensions of the holding period.

It is hereby certified that the undersigned is the only person(s) or entity(ies) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. The Bidder hereby agrees to furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and the Payment Bond as surety against defects or

inferior materials or workmanship which may develop during the period of one (1) year from the date of completion and acceptance of work performed under the Contract, within seven (7) days after notice by the Owner of the intention to award the Contract and execute the Agreement and furnish evidence of require insurance coverage, upon request, within ten (10) days after mailing by the Owner of Notice of Intent to Award, and to begin within ten (10) days after date of Notice to Proceed.

The Bidder guarantees that, if awarded a Contract, he will furnish and deliver all materials, water, tools, equipment, light, heat, power, tests, and transportation, to secure all permits and licenses, to do and perform all labor, superintendence, 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 price herein stated.

It is understood that the Franklin County Technical School Authority reserves the right to reject any or all Bids or Proposals, or parts thereof, or items thereof, and to waive technicalities required for the best interests of the Owner.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that Work of this Project, under this Contract, shall be **substantially completed in 80 calendar days**, which period shall be the essence of the Contract.

The Bidder agrees that it will not assign its Bid or any of its rights or interests hereunder without written consent of the Owner.

The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner and for which no pre-agreed price has been fixed for the net cost of all labor and materials furnished plus 15% for overhead and profit.

The Contract amount stated above includes all sales taxes, excise, and other taxes for all materials and appliances subject to and upon which taxes are levied.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED IN DUPLICATE:

1. Two (2) Bid Security
2. Two (2) Non-Collusion Affidavit
3. Two (2) Agreement by Vendor or Independent Contractor to Comply with 111 of the Public School Code
4. Two (2) Non-Discrimination Affidavit
5. Two (2) Affidavit Accepting Provisions of the Workman’s Compensation Acts
6. Two (2) Contractors Qualification Statement

ALTERNATES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Alternate Proposals as listed in Division 1 Section “Alternates”, and as listed below:

HVAC-1 Allied Health Classroom ADD \$ _____

ADDENDA

The undersigned hereby acknowledge receipt of following Addenda and has prepared this bid accordingly:

ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____

Bids shall be officially signed in accordance with the Instructions to Bidders, using the applicable portion of the "Signature Pages".

SIGNATURES

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

For Individual Bidder

_____ Name of Bidder (Printed)

_____ Witness

By: _____ (Signature of Individual)

Trading and doing business as * _____

Business Address _____

*If a fictitious or trade name is employed in the conduct of business, insert name here:

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

//

SIGNATURES

For Limited Liability Company (LLC) Bidder

[Name of Contractor]

(Print Name of Limited Liability Company)

Attest: _____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

- The Certificate of Organization provides that the LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Continued on next page

BID FORM - PLUMBING CONSTRUCTION - CONTRACT 2776-3

DATED: _____
(Bidder to insert date bid submitted)

Bidder's Name and Address (Print or Type)

Franklin County Technical School Authority
Neil Rotz, Business Manager
2463 Loop Rd
Chambersburg PA 17202

Gentlemen:

This Bid is submitted in accordance with your Advertisement inviting Bids to be received for the Plumbing Construction Work for Renovations to the Franklin County Career and Technology Center in Chambersburg, PA.

Having carefully examined the Contract Documents as defined in Article 1 of the Agreement, bound in the Specifications, and including the Addenda enumerated in the Bid, which are incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the Contract for the above named Project in accordance with said Contract Documents for:

Total Base Bid Project Cost for All Plumbing Construction

_____ DOLLARS
(\$ _____).

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4.2 of the Instructions to Bidders, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4.2.1 of the Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by these Contract Documents.

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

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 60 days after the date set for bid opening, except as provided by the Commonwealth Procurement Code, which provides for possible extensions of the holding period.

It is hereby certified that the undersigned is the only person(s) or entity(ies) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. The Bidder hereby agrees to furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and the Payment Bond as surety against defects or

inferior materials or workmanship which may develop during the period of one (1) year from the date of completion and acceptance of work performed under the Contract, within seven (7) days after notice by the Owner of the intention to award the Contract and execute the Agreement and furnish evidence of require insurance coverage, upon request, within ten (10) days after mailing by the Owner of Notice of Intent to Award, and to begin within ten (10) days after date of Notice to Proceed.

The Bidder guarantees that, if awarded a Contract, he will furnish and deliver all materials, water, tools, equipment, light, heat, power, tests, and transportation, to secure all permits and licenses, to do and perform all labor, superintendence, 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 price herein stated.

It is understood that the Franklin County Technical School Authority reserves the right to reject any or all Bids or Proposals, or parts thereof, or items thereof, and to waive technicalities required for the best interests of the Owner.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that Work of this Project, under this Contract, shall be **substantially completed in 80 calendar days**, which period shall be the essence of the Contract.

The Bidder agrees that it will not assign its Bid or any of its rights or interests hereunder without written consent of the Owner.

The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner and for which no pre-agreed price has been fixed for the net cost of all labor and materials furnished plus 15% for overhead and profit.

The Contract amount stated above includes all sales taxes, excise, and other taxes for all materials and appliances subject to and upon which taxes are levied.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED IN DUPLICATE:

1. Two (2) Bid Security
2. Two (2) Non-Collusion Affidavit
3. Two (2) Agreement by Vendor or Independent Contractor to Comply with 111 of the Public School Code
4. Two (2) Non-Discrimination Affidavit
5. Two (2) Affidavit Accepting Provisions of the Workman's Compensation Acts
6. Two (2) Contractors Qualification Statement

ADDENDA

The undersigned hereby acknowledge receipt of following Addenda and has prepared this bid accordingly:

ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____

Bids shall be officially signed in accordance with the Instructions to Bidders, using the applicable portion of the "Signature Pages".

SIGNATURES

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

For Individual Bidder

Name of Bidder (Printed)

Witness

By: _____
(Signature of Individual)

Trading and doing business as * _____

Business Address _____

*If a fictitious or trade name is employed in the conduct of business, insert name here:

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

////////////////////////////////////
SIGNATURES

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

For Partnership Bidder

* _____
(Name of Partnership)

Name of General Partner (Printed)

Witness

By: _____
(Signature of General Partner)

Business Address _____

The Partners constituting the Partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If a fictitious or trade name is employed by the Partnership in conduct of its business, insert name here:

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

////////////////////////////////////

SIGNATURES

For Limited Liability Company (LLC) Bidder

[Name of Contractor]

(Print Name of Limited Liability Company)

Attest: _____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

- The Certificate of Organization provides that the LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Continued on next page

Complete the following statement:

The LLC has been organized and is existing under laws of the State/Commonwealth of:

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

////////////////////////////////////

BID FORM - ELECTRICAL CONSTRUCTION - CONTRACT 2776-4

DATED: _____
(Bidder to insert date bid submitted)

Bidder's Name and Address (Print or Type)

Franklin County Technical School Authority
Neil Rotz, Business Manager
2463 Loop Rd
Chambersburg PA 17202

Gentlemen:

This Bid is submitted in accordance with your Advertisement inviting Bids to be received for the Electrical Construction Work for Renovations to the Franklin County Career and Technology Center in Chambersburg, PA.

Having carefully examined the Contract Documents as defined in Article 1 of the Agreement, bound in the Specifications, and including the Addenda enumerated in the Bid, which are incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the Contract for the above named Project in accordance with said Contract Documents for:

Total Base Bid Project Cost for All Electrical Construction

_____ DOLLARS
(\$ _____).

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4.2 of the Instructions to Bidders, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4.2.1 of the Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by these Contract Documents.

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

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 60 days after the date set for bid opening, except as provided by the Commonwealth Procurement Code, which provides for possible extensions of the holding period.

It is hereby certified that the undersigned is the only person(s) or entity(ies) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. The Bidder hereby agrees to furnish surety company bonds in the form

incorporated in the Contract Documents, in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and the Payment Bond as surety against defects or inferior materials or workmanship which may develop during the period of one (1) year from the date of completion and acceptance of work performed under the Contract, within seven (7) days after notice by the Owner of the intention to award the Contract and execute the Agreement and furnish evidence of require insurance coverage, upon request, within ten (10) days after mailing by the Owner of Notice of Intent to Award, and to begin within ten (10) days after date of Notice to Proceed.

The Bidder guarantees that, if awarded a Contract, he will furnish and deliver all materials, water, tools, equipment, light, heat, power, tests, and transportation, to secure all permits and licenses, to do and perform all labor, superintendence, 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 price herein stated.

It is understood that the Franklin County Technical School Authority reserves the right to reject any or all Bids or Proposals, or parts thereof, or items thereof, and to waive technicalities required for the best interests of the Owner.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that Work of this Project, under this Contract, shall be **substantially completed in 80 calendar days**, which period shall be the essence of the Contract.

The Bidder agrees that it will not assign its Bid or any of its rights or interests hereunder without written consent of the Owner.

The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner and for which no pre-agreed price has been fixed for the net cost of all labor and materials furnished plus 15% for overhead and profit.

The Contract amount stated above includes all sales taxes, excise, and other taxes for all materials and appliances subject to and upon which taxes are levied.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED IN DUPLICATE:

1. Two (2) Bid Security
2. Two (2) Non-Collusion Affidavit
3. Two (2) Agreement by Vendor or Independent Contractor to Comply with 111 of the Public School Code
4. Two (2) Non-Discrimination Affidavit
5. Two (2) Affidavit Accepting Provisions of the Workman's Compensation Acts
6. Two (2) Contractors Qualification Statement

ALTERNATES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Alternate Proposals as listed in Division 1 Section "Alternates", and as listed below:

EC-1 Allied Health Classroom ADD \$ _____

ADDENDA

The undersigned hereby acknowledge receipt of following Addenda and has prepared this bid accordingly:

ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____
ADDENDUM # _____	Dated _____	ADDENDUM # _____	Dated _____

Bids shall be officially signed in accordance with the Instructions to Bidders, using the applicable portion of the "Signature Pages".

SIGNATURES

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

For Individual Bidder

Name of Bidder (Printed)

_____ Witness	By: _____ (Signature of Individual)
------------------	--

Trading and doing business as * _____

Business Address _____

*If a fictitious or trade name is employed in the conduct of business, insert name here:

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.



SIGNATURES

For Limited Liability Company (LLC) Bidder

[Name of Contractor]

(Print Name of Limited Liability Company)

Attest: _____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

- The Certificate of Organization provides that the LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
- This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Continued on next page



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:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT (if applicable):

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

General Construction

HVAC

Electrical

Plumbing

Other (please 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:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

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§ 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

I, 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 20-20

Notary Public:

My Commission Expires:

SECTION 000429 NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of _____

County of _____

(Name) _____ being first duly sworn, states that:

(1) He is _____ (owner, partner, office, representative agent)

of _____ (Company),

the Bidder that has submitted that attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has, in any way, colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Franklin County Technical School Authority or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

_____/s/

_____ Title

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

By: _____
Notary Public

_____ My Commission Expires:

SECTION 000460 NON-DISCRIMINATION AFFIDAVIT

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

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

suspended, in whole or in part, and the CONTRACTOR may be declared temporarily ineligible for further contracts and other such sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

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

CONTRACTOR:

WITNESS:

By: _____

State of _____, County of _____

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

Notary Public: _____

My Commission Expires: _____



AIA[®] Document A101[™] – 2007

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

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

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

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

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

SAMPLE

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract 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.)

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

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ();
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

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

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

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

§ 8.6 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings:

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

Title of Drawings exhibit:

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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

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

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
---------------------------	---

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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 000510 AGREEMENT BY VENDOR ON INDEPENDENT CONTRACTOR TO COMPLY WITH 111 OF THE PUBLIC SCHOOL CODE

1. This Agreement shall be part of the Contract between the undersigned individual or business and the Franklin County Technical School Authority dated _____ for the sale or the provision of services as a vendor or independent contractor in the nature of Renovations to the Franklin County CTC.
2. The undersigned understands that for contracts entered into after January 1, 1986, vendors and independent contractors and their employees must comply with Section 111 of the Public School Code, which required, among other things, that A CRIMINAL HISTORY RECORD INFORMATION report must be obtained for each employee who will have direct contact with school children, showing that such employees have not been convicted of certain crimes.
3. The undersigned agrees to submit a copy for the Franklin County Technical School Authority records of the State Police and FBI criminal history record information for all employees who will have direct contact with children, and further agrees to produce the original State Police and FBI criminal history record for review prior to the awarding of the Contract.
4. It is agreed that the Franklin County Technical School Authority has no control over the hiring, retention, screening and assignment of employees, agents or offices of the undersigned, and further that the undersigned assumes responsibility for compliance with this law. In addition, should any official or employee of the Franklin County CTC be subject to any claim, proceeding, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees to comply with said law, then the undersigned hereby agrees to indemnify and hold harmless all such persons for all losses, including costs of counsel and all expense incident thereto.

Dated: _____

Business Name:

By: _____
(Proprietor, Authorized Officer or Partner)

(CORPORATE SEAL)

(Witness or Attest)

**Renovations to Franklin County CTC
Franklin County Technical School Authority**

STATEMENT BY CONTRACTOR AND EMPLOYEES

1. My name and full address are as follows:

2. My Social Security No. is as follows: _____

3. I am ___ am not ___ a resident of the Commonwealth of Pennsylvania.

4. I have attached to this Application an original or true and correct copy of the following document, and I certify that it pertains to me:

____ Pennsylvania State Police Report of Criminal History Record, dated _____
____ Statement from the Pennsylvania State Police that the State Police Central Repository
contains no such information relating to me, dated _____
____ Report of Federal Criminal History from the Federal Bureau of Investigation, dated

5. I hereby certify that, within five years immediately preceding the date of the above report, I have not been convicted of any of the following offenses:

a) An offense under one or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

- | | |
|-------------------------|---|
| Chapter 25 | (Relating to Criminal Homicide) |
| Section 2702 | (Relating to Aggravated Assault) |
| Section 2901 | (Relating to Kidnapping) |
| Section 2902 | (Relating to Unlawful Restraint) |
| Section 3121 | (Relating to Rape) |
| Section 3122 | (Relating to Statutory Rape) |
| Section 2123 | (Relating to Involuntary Deviate Sexual Intercourse) |
| Section 3126 | (Relating to Indecent Assault) |
| Section 3127 | (Relating to Indecent Exposure) |
| Section 4303 | (Relating to Concealing Death of a Child Born Out of Wedlock) |
| Section 4304 | (Relating to Endangering Welfare of Children) |
| Section 4305 | (Relating to Dealing in Infant Children) |
| Section 5902 (B) | (Relating to Prostitution and Related Offenses) |
| Section 5903 (C) or (D) | (Relating to obscene or other Sexual Materials) |
| Section 6301 | (Relating to Corruption of Minors) |
| Section 6312 | (Relating to Sexual Abuse of Children) |

b) An offense designated as a felony under the Act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act".

c) An out-of-state or Federal offense similar in nature to those crimes listed in (5a) and

(5b).

Information submitted on or as part of this statement shall be accorded confidentiality as required by applicable Regulations of the Pennsylvania Department of Education.

This statement is made subject to the penalties of 18 PA C.S. 4904 relating to unsworn falsification to authorities.

Date

Signature

For office use only: Original produced

Date

(Authorized Signature)

END OF SECTION 000510

SECTION 000515 EMPLOYMENT VERIFICATION ACT

1. Contractors and subcontractors shall comply with applicable Federal and State rules, regulations, and processes regarding employment eligibility verification. Without limiting the foregoing, Contractors shall submit, to Owner or Architect, evidence of compliance with Federal and State employment eligibility verification rules and regulations, including submission of required Federal and State employment eligibility verification forms, at or prior to the time the Contract is executed. No Contract shall be formally awarded or executed unless the Contractor has complied with all applicable Federal and State employment eligibility verification rules. Contractors shall ensure Subcontractors comply with Federal and State employment eligibility verification rules and regulations and obtain and submit all required employment eligibility verification forms from Subcontractors.
2. Subcontracts between and among Contractors and Subcontractors shall include a requirement that all parties thereto shall comply with applicable Federal and State employment eligibility verification rules and regulations, including a requirement that all parties submit required Federal and State employment eligibility verification forms.
3. The Contractor or Subcontractor shall be responsible for any penalties imposed for failure to comply with applicable Federal or State laws regarding employment eligibility verification.

END OF SECTION 000515

SECTION 000520 AFFIDAVIT ACCEPTING PROVISIONS OF THE WORKMEN'S
COMPENSATION ACTS

State of _____

County of _____

_____, being duly sworn according to law, deposes and says that he/she is authorized to execute this affidavit on behalf of the below designated Contractor, that said Contractor is familiar with and has accepted the provisions of the Workmen's Compensation Act of 1915 or the Commonwealth of Pennsylvania with its supplements and amendments, including the amendments set forth in Act 44 of 1993, and that said Contractor has insured its liability thereunder, in accordance with the terms of said Act, with the following insurance company

_____ Policy # _____
(insurance company)

The undersigned further acknowledges that said Contractor is aware of its obligation not to subcontract all or any part of the Work, if awarded, unless each subcontractor has presented proof of Workmen's Compensation Insurance, and that the Contractor and all subcontractors must provide proof of Workmen's Compensation Insurance to the Owner, which insurance shall be effective for the duration of the Work. In the event that the Owner shall receive notice that any such insurance has been canceled or terminated, the Owner shall issue a Stop Work Order as required by law.

(Name of Contractor)

By: _____
Signature

Sworn and subscribed to before me this _____ day of _____, 20____.

Notary Public

My Commissioner Expires: _____

END OF SECTION 000520



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Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

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

SAMPLE

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

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User Notes:

(1232023883)

Signed and sealed this day of ,

(Principal) *(Seal)*

(Witness)

(Title)

(Surety) *(Seal)*

(Witness)

(Title)

Init.

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User Notes:

(1232023883)



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Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: \$
Description:
(Name and location)

SAMPLE

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

Signature: _____
Name and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
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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.

Init

§ 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

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Init
/

 **AIA**® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)

SAMPLE

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name and Title: _____ Name and Title: _____
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER: **OWNER'S REPRESENTATIVE:**
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
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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.

Init

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

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

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

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

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

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

Init

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

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User Notes:

(1263364949)



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name and address)

THE ARCHITECT:
(Name and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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(1261161559)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment 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.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

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§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and 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.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 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, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

§ 4.1.2 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 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.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations 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.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 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's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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 will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

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

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 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 in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The 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 9.4.2 cannot be made. 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 9.4.1. If the Contractor and 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 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 opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written 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 terms and conditions of 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 listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. 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 all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; 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.

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

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

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

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

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

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

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§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 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 bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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 written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the 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 Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Init.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

Init.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

Init.

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

SECTION 000750 SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the “**General Conditions of the Contract for Construction**” **AIA Document A201, 2007 Edition**. Where any article of General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the article, paragraph, subparagraph or clause shall remain in effect.

The General Conditions also may be supplemented elsewhere in the contract documents by provisions located in, but not necessarily limited to, Division 1 - General Requirements of the Specifications.

ARTICLE 1 - GENERAL PROVISIONS

Paragraph 1.1 - Basic Definitions

Subparagraph 1.1.1 – The Contract Documents

DELETE the first sentence of Subparagraph 1.1.1 in its entirety and, in lieu thereof, substitute the following:

[*Substitute:*] The Construction Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Copyright, the Advertisement for Bids, Instructions to Bidders (AIA Document A701), Supplementary Instructions to Bidders, Bid Forms, Contractor’s Qualification Statement (AIA Document A305), Non-Collusion Affidavit of Contractor, Non-Discrimination Affidavit, Standard Form of Agreement Between Owner and Contractor (AIA Document A101), Agreement by Vendor or Independent Contractor to Comply with 111 of the Public School Code, Affidavit Accepting Provisions of any applicable Workman’s Compensation Act, Bid Bond (AIA Document A310), Performance & Payment Bonds (AIA Document A312), Conditions of the Contract (General, Supplementary and Special), Contractor’s Affidavit of Release of Liens (AIA Document G706A), List of Drawings, PA Tax Exempt Entities Disclosure, Prevailing Minimum Wage Determination, Prime Contractor Certification (PDE Form G08), the Drawings, Specifications, all Addenda issued prior to execution of the Contract and all modifications thereto.

DELETE the last sentence of Subparagraph 1.1.1 in its entirety.

Subparagraph 1.1.2 – The Contract

ADD the following new Sub-subparagraph to the end of Subparagraph 1.1.2:

1.1.2.1 The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

Subparagraph 1.1.3 – The Work

ADD the following to the end of the first sentence.

[Add:] . . . including any subcontractor's and sub-subcontractor's work and material suppliers or any other entity for which the Contractor is responsible and whether on or off the site of the Project.

DELETE the last sentence of Subparagraph 1.1.3 in its entirety.

Subparagraph 1.1.5 – The Drawings

ADD the following to the end of Subparagraph 1.1.5:

[Add:] . . . and shop drawings.

ADD the following new Subparagraphs as follows:

- 1.1.9 The term “product” includes materials, systems and equipment.
- 1.1.10 The term “provide” includes furnishing and installing a product, complete in place, operating, tested and approved.
- 1.1.11 The term “building code” and the term “code” refer to regulations of governmental agencies having jurisdiction.
- 1.1.12 The terms “approved”, “required” and “as directed” refer to and indicate the work or materials that may be approved, required or directed by the Architect acting as the agent of the Owner.
- 1.1.13 The term “similar” means in its general sense and not necessarily identical.
- 1.1.14 The terms “shown”, “indicated”, “detailed”, “noted”, “scheduled” and terms of similar import refer to requirements contained in the Contract Documents.

Paragraph 1.2 - Correlation and Intent of the Contract Documents

ADD the following new Subparagraphs as follows:

- 1.2.4 Computed dimensions shall take precedence over scale dimensions, and large scale drawings shall take precedence over small scale drawings.
- 1.2.5 Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Drawing shall be construed to be shown in all Drawings, and the Contractor shall coordinate the Work and Drawings to conform to the requirements of the Contract Documents.
- 1.2.6 If any portion of the Contract Documents shall be in conflict with any other portion, after the application of the rules of interpretation set forth in this Paragraph 1.2, the various documents comprising the Contract Documents shall govern in the order of precedence as herein set forth according to their latest date of execution: (a) Change Orders submitted, processed and

approved in accordance with applicable procedure; (b) written amendment to the various agreements (including but not limited to the Agreement) entered into or executed by the Owner; (c) the various agreements entered into and executed by the Owner, including but not limited to the Agreement (as modified by any Addenda thereto); (d) Addenda; (e) Supplementary and Special Conditions; (f) General Conditions; (g) Division 1 Specifications; (h) Instruction to Bidders; (i) Invitation to Bid; (j) Bid Form; and (k) Drawings and Specifications. In the event of an inconsistency between the Specifications and Drawings, the interpretation as determined by the Architect shall prevail; as between large scale drawings and small scale drawings, the large scale shall take precedence. Specifications having greater detail or specificity take priority over specifications of lesser detail or specificity and detail takes precedence over general drawings.

Paragraph 1.5 - Ownership and Use of Drawings, Specifications and Other Instruments of Service

ADD the following new Subparagraphs as follows:

- 1.5.3 All reports, plans, specifications and computer files relating to this project (hereinafter the Instruments of Service) are the property of Crabtree, Rohrbaugh & Associates. Crabtree, Rohrbaugh & Associates retains all common law, statute and other reserved rights including the copyright thereto.
- 1.5.4 Reproduction of the material herein or substantial use without written permission of Crabtree, Rohrbaugh & Associates violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 2 - OWNER

Paragraph 2.1 - General
Subparagraph 2.1.1

CHANGE the first part of the first sentence to the identity of the Owner as follows:

**Franklin County Technical School Authority
2463 Loop Rd
Chambersburg, PA 17202**

Subparagraph 2.1.2

DELETE in its entirety.

Paragraph 2.2 – Information and Services Required of the Owner
Subparagraph 2.2.1

DELETE in its entirety.

Subparagraph 2.2.3

DELETE the last sentence in its entirety, and in lieu thereof, SUBSTITUTE the following new sentence:

[Substitute] The Contractor shall be responsible to verify the accuracy of the site's physical characteristics, legal limitations and utility locations and bring to the attention of the Owner and Architect any discrepancies discovered that may affect the Work.

Subparagraph 2.2.5

DELETE Subparagraph 2.2.5 in its entirety and, in lieu thereof, INSERT the following new Subparagraph.

2.2.5 The Prime Contractors with whom the Owner shall enter into a contract shall be entitled to receive six (6) sets of drawings and specifications without charge. Documents in usable condition returned by unsuccessful bidders will be furnished upon request without cost except handling and delivery. Additional drawings and specifications may be purchased from the Architect at a rate of \$2.75 per drawing sheet and \$.25 per specification page. The six (6) sets of drawings and specifications referred to above shall not include the set purchased during bidding.

Paragraph 2.3 - Owner's Right to Stop the Work

DELETE the word "repeatedly" from the first sentence.

ADD the following new sentence to the end of the Subparagraph.

[Add:] This right shall be in addition to and not in restriction of or derogation of the Owner's rights under Article 14 hereof. The Owners right to stop the Work shall not relieve the Contractor of its responsibilities and obligations under or pursuant to the Contract Documents.

Paragraph 2.4 - Owner's Right to Carry Out the Work

REVISE the second line of the first sentence from "a ten-day period" to a "a seven-day period".

After the word "remedies" in the third line, DELETE the words "the Owner may have".

After the word "deficiencies" in the fourth line, ADD the word "immediately".

ADD the following new sentence to the end of the Subparagraph.

[Add:] Nothing contained herein shall obligate the Owner to carry out work for the benefit of the Contractor.

ADD new Paragraph 2.5 as follows:

Paragraph 2.5 – Owners Representative

Subparagraph 2.5.1

2.5.1 The Owner's Representative during construction is the Owner's designated and authorized representative to stop work for, including, but not limited to, unsatisfactory field test results, deficient materials, equipment or systems, deficient work or unsatisfactory installations. The following is a description of the services being provided by the Owner's Representative to the Owner and how the Owner's Representative is to interact with the Architect and the Contractors. The Owner's Representative shall assist the Owner in observing performance of the work of the Contractors. The Owner's Representative shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the Contractors; but, furnishing of such services will not make them responsible for or give them control over construction means, methods, techniques, sequences or procedures for safety precautions or programs, or responsibility for the Contractor's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in this Agreement are applicable. The duties and responsibilities of the Owner's Representative are limited and described as follows:

- 2.5.1.1 The Owner's Representative is the Owner's agent at the site and will act as directed by and under the supervision of the Owner and will confer with the Architect, the Owner and Contractors, keeping the Owner advised as necessary. The Owner's Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. The Owner's Representative shall generally communicate with the Owner with the knowledge and under the direction of the Owner.
- 2.5.1.2 Schedules: Review the progress schedule, schedule of shop drawing submittals and schedules of value prepared by the Contractors and consult with the Architect and Owner concerning acceptability. Monitor the Contractor's prepared Project Schedule and the Contractor's progress and conformance with project completion dates, pursuant to the schedule criteria.
- 2.5.1.3 Conferences and Meetings: Attend meetings with the Architect and Contractors, such as Pre-Construction Conferences, Progress Meetings, Job Conferences, and other project-related meetings.
- 2.5.1.4 Liaison: Service as the Owner's liaison with the Contractors, and assist in understanding the intent of the Contract Documents; assist the Architect and Owner in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
- 2.5.1.5 Assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.

2.5.2 Shop Drawings and Samples:

- 2.5.2.1 Record date of receipt of Shop Drawings and samples.
- 2.5.2.2 Receive samples which are furnished at the site by the Contractor, and notify the Architect and Owner of availability of samples for examination.
- 2.5.2.3 Advise the Architect, Owner and Contractor of the commencement of any Work requiring a Shop Drawing sample or if the submittal has not been approved by the Architect and Owner.

- 2.5.3 Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 2.5.3.1 Conduct on-site observation of Work in progress to assist the Architect and Owner in determining if the Work is in general, proceeding in accordance with the Contract Documents.
 - 2.5.3.2 Report to the Architect and Owner whenever they believe that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Architect and Owner of Work that they believe should be corrected or rejected or should be uncovered for observation or requires special testing, inspection or approval. The Owner's Representative shall be officially designated to act on the Owner's behalf as its authorized representative to exercise the Owner's right to stop and/or suspend work or reject materials, equipment and systems or other non-conforming, deficient, incomplete and unacceptable work in complete accordance with AIA General Conditions, Article 2.3, provided in the Contract Documents by the Architect.
 - 2.5.3.3 Verify that all tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to the Architect and Owner.
- 2.5.4 Interpretation of the Contract Documents: Report to the Architect and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor, clarifications and interpretations as issued by the Architect and Owner.
- 2.5.5 Modifications: Consider and evaluate the Contractor's suggestions for modifications on Drawings or Specifications and report recommendations to the Architect and Owner. Transmit to the Contractor decisions issued by the Architect and Owner.
- 2.5.6 Records:
 - 2.5.6.1 Maintain at the job site orderly files for correspondence, reports of Job Conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Architect and Owner clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - 2.5.6.2 Keep a diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures and send copies to the Architect and Owner.
 - 2.5.6.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.5.7 Reports:

- 2.5.7.1 Furnish the Architect and Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- 2.5.7.2 Consult with the Architect and Owner in advance of scheduled major tests, inspections or start of important phases of the Work.
- 2.5.7.3 Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and recommend to the Architect and Owner Change Orders, Work Directive Changes, and Field Orders.
- 2.5.7.4 Report immediately to the Architect and Owner upon the occurrence of any accident.

2.5.8 Payment Requests: Review applications for payment with the Contractor for compliance with the established procedures for their submission and forward with recommendations to the Architect and Owner, noting particularly the relationship of the payments requested to the Schedule of Values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

2.5.9 Certificates, Maintenance, and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Owner prior to final payment for the Work.

2.5.10 Completion:

- 2.5.10.1 Before the Architect and Owner issue a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
- 2.5.10.2 Conduct a final inspection in the company of the Architect, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- 2.5.10.3 Observe that all items on final list have been completed or corrected and make recommendations to the Architect and Owner concerning acceptance.

2.5.11 Owner's Representative - Limitations of Authority:

- 2.5.11.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Architect and Owner.
- 2.5.11.2 Shall not exceed limitations of the Architect and Owner's authority as set forth in the Agreement or the Contract Documents.
- 2.5.11.3 Shall not undertake or limit any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent.
- 2.5.11.4 Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of

construction unless such advice or directions are specifically required by the Contract Documents.

2.5.11.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

2.5.11.6 Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

2.5.11.7 Shall not authorize the Owner to occupy the project in whole or in part.

2.5.11.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Architect and Owner.

ARTICLE 3 - CONTRACTOR

Paragraph 3.1 - General

Subparagraph 3.1.1

ADD the following new sentence to the end of the subparagraph:

[Add:] It shall be understood that the term "Contractor", as used throughout the General Conditions, applies to each Contractor entering into a Contract with the Owner except where specifically noted otherwise.

Subparagraph 3.2.4

DELETE the Subparagraph in its entirety.

Paragraph 3.3 - Supervision and Construction Procedures

Subparagraph 3.3.2

ADD the following to the end of the last sentence:

[Add:] . . . or claiming by, through or under the Contractor and for any damages, losses, costs and expenses resulting from such acts or omissions. If any failure by the Contractor to comply with the Contract Documents or to maintain an approved project schedule causes any damage or costs to the Owner, then the Contractor shall indemnify and hold harmless the Owner for any such damage or costs. Such damage or cost to the Owner shall include any payment by the Owner to others or liability of the Owner to others resulting from such failure by the Contractor, including but not limited to (1) any payment for liability arising from change orders, claims, arbitration, or litigation, or (2) any payment or liability for fees or costs to the Owner's Representative, Architect, consultants, experts and attorneys.

Subparagraph 3.3.3

ADD the following to the end of the last sentence:

[Add:] In the event the Contractor discovers that portions of the Work related to another Prime Contractor's work are not in proper condition to receive subsequent work, the Contractor shall notify the Architect of such finding. In the event the Contractor fails to so notify the Architect of such finding or otherwise fails to inspect previous Work in accordance herewith, and proceeds, the Contractor shall be responsible for any such costs associated therewith.

ADD the following new Subparagraphs as follows:

- 3.3.4 The General Contractor is designated as the Lead Contractor for this Project. Each Prime Contractor shall coordinate his work with the work of the other Prime Contractors. The Lead Contractor is responsible for making all coordination decisions not mutually agreed to by the affected Prime Contractors. Disputes between the Lead Contractor and one or more other Prime Contractors and disputes between two or more Prime Contractors pertaining to the creation, application, and modification of the project schedule, the furnishing of additional resources to meet the project schedule, job coordination and all aspects of the coordination, means and methods of construction shall be submitted promptly to the Lead Contractor for a final construction decision. The final construction decision of the Lead Contractor must, at all times, be consistent with the content and intent of the Contract Documents. The final construction decision of the Lead Contractor shall be observed, accepted and fully followed by the Lead Contractor and all Prime Contractors and their Subcontractors and Sub-subcontractors on the Project, subject only to the commencement of a proceeding pursuant to Article 15 at the request of the Lead Contractor or other Prime Contractor. The progress of the Work in accordance with the final construction decision of the Lead Contractor shall not be delayed pending any proceeding pursuant to Article 15. The damage remedy in any proceeding provided in favor of the Lead Contractor or other Prime Contractor shall be the exclusive remedy for disputes between the contractors. The contractors, including the Lead Contractor, shall have no right of action against the Owner in connection with such disputes. Contractors may compel the initiation of a proceeding pursuant to Article 15 by a judicial action in accordance with applicable law. In any proceeding conducted, the losing party shall pay the costs of the proceeding and reasonable attorneys' fees. If more than two parties are involved, any party against whom no award is made shall be entitled to recover all that party's costs and legal fees in equal shares from the parties against whom an award is entered.
- 3.3.5 In the event any of the Work is required to be inspected or approved by any governmental authority having jurisdiction, the Contractor shall cause such inspection or approval to be scheduled and performed. No inspection performed or failed to be performed shall release the Contractor from its obligations to have such work inspected nor shall it be construed as an approval or acceptance of the Work or any part thereof.
- 3.3.6 Refer to Division 1, Section "Project Coordination" for detailed requirements regarding coordination of multiple prime contracts.

Paragraph 3.4 - Labor and Materials
Subparagraph 3.4.1

ADD the following new Sub-subparagraph to Subparagraph 3.4.1:

3.4.1.1 Refer to Division 1, Section "Temporary Facilities & Controls", for detailed requirements regarding temporary utilities, services and facilities.

Subparagraph 3.4.2

DELETE Subparagraph 3.4.2 in its entirety, and in lieu thereof, SUBSTITUTE the following new Subparagraph:

3.4.2 Refer to Division 1, Section "Substitutions", for additional requirements regarding substitutions.

Subparagraph 3.4.3

ADD the following new sentence to the end of the Subparagraph:

[Add:] The Owner encourages but does not require that laborers and mechanics employed on the project be residents of the County in which the work is being performed. The Contractor shall be licensed in accordance with all applicable requirements of Guilford Township.

Paragraph 3.5 - Warranty

DELETE the word "may" from the third sentence and replace it with "will".

ADD the following new sentence to the end of the Subparagraph:

[Add:] The Contractor will protect both new work and existing conditions during the period of construction which may be susceptible to damage or abuse.

ADD the following new Subparagraphs as follows:

3.5.1 The Contractor's warranty period shall be 1 year from the date of substantial completion of the Work and/or phase of the Work, except for specific items of work or equipment for which the warranty period is specified as a longer period elsewhere in the Contract Documents. During the warranty period, the Contractor shall promptly correct all defects which are due to defective materials or workmanship at no cost to the Owner. Such correction shall extend to any other work damaged by such correction.

3.5.2 At the end of the 11 month period from the commencement of the warranty period, the Contractor shall schedule a walk-through inspection with the Owner and Architect to identify any warranty items to be corrected under such warranty period.

- 3.5.3 The Contractor shall be responsible for scheduling the eleven (11) month walk-through inspection contemplated in this warranty Section. The one (1) year Contractor's warranty period shall be extended for a period of thirty (30) days beyond the date the eleven (11) month walk-through inspection is actually performed. It is the intent of this Section to extend the warranty period by thirty (30) days beyond the date the eleven (11) month walk-through inspection is finally completed in order to give the Owner the benefit of the walk-through inspection prior to the expiration of the warranty period. The thirty (30) day extension period shall not begin to run until the final completion of the walk-through inspection. Thus, if the walk-through inspection takes more than one day to complete, the thirty (30) day extension begins to run from the date the walkthrough is actually completed. If the Owner unreasonably refuses to schedule the eleven (11) month walk-through inspection, the Contractor shall notify the Owner in writing of a date on which the Contractor shall be available to perform the walk-through inspection, which date shall not be less than ten (10) days after the date of the Contractor's letter, and the thirty (30) day extension shall begin to run from the date of the proposed walk-through inspection. Under no circumstances shall the Contractor's warranty expire in less than one (1) full year.

Paragraph 3.6 - Taxes

ADD the following new Subparagraph 3.6.1

- 3.6.1 Refer to Division 0, Section "Supplementary Instructions to Bidders", Article 10, regarding tax advantages for political subdivisions.

Paragraph 3.7 - Permits, Fees, Notices and Compliance with Laws
Subparagraph 3.7.1

DELETE Subparagraph 3.7.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Subparagraph:

3.7.1 Separate Prime Contracts

The Contractor for General Construction shall secure the general building permit for the Project. Fees for this permit shall be paid directly by the Owner. Other permits, licenses and the like required by local law or Authority shall be obtained and secured by the respective prime contractor for whose work it applies and fees paid for directly by the Owner.

The Owner, through the Architect, will submit drawings and specifications to the appropriate public authorities having jurisdiction, for approval. The Owner will pay all fees for plan checking.

ADD the following new sentence to the end of Subparagraph 3.7.3 as follows:

[Add:] The Owner shall not be responsible for any inspection fees due to re-inspection of rejected work due to faulty or defective workmanship of the Contractor, or scheduling error by the Contractor. The Contractor shall be responsible for all such re-inspection fees.

Paragraph 3.8 - Allowances

DELETE Paragraph 3.8 in its entirety. No cash allowances are permitted.

Paragraph 3.9 – Superintendent

ADD the following new Subparagraphs as follows:

- 3.9.4 If at any time throughout the project, the Owner or the Architect has reasonable objections to any superintendent or assistant, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection; no increase in the Contract Sum or Contract Time shall be allowed for any such substitution.
- 3.9.5 If during the course of the Project, it is evident that the superintendent is not managing the progress of the Project in a reasonable manner, is not coordinating the various trades in a reasonable manner, or is otherwise not competent to oversee the Project, then the Architect will document such findings to the Contractor. If within 10 days of receiving such notice, no substantial effort for correction of the findings is made, then the Architect/Owner may require the replacement of the superintendent with an acceptable one. No increase in the Contract Sum or Contract Time shall be allowed for any such substitution.
- 3.9.6 If during the course of the Project, the superintendent changes, written notice shall be given to the Owner and Architect. Written notice shall include a resume of the new superintendent. Approval of such new superintendent shall be given in such manner as provided for in this Paragraph 3.9.

Paragraph 3.10 - Contractor's Construction Schedules

ADD new Sub-subparagraph 3.10.1.1 as follows:

- 3.10.1.1 Refer to Division 1, Section "Construction Progress Documentation", for further requirements regarding construction schedules.

Paragraph 3.11 - Documents and Samples at the Site

DELETE the last sentence of Paragraph 3.11 and, in lieu thereof, SUBSTITUTE the following new sentence:

[*Substitute:*] These shall be available to the Architect and shall be delivered to the Owner, in good condition, upon completion of the Work and before final payment is made.

Paragraph 3.12 - Shop Drawings, Product Data and Samples

ADD new Subparagraph 3.12.11 as follows:

3.12.11 Refer to Division 1, Section "Submittals", for further requirements regarding shop drawings, product data and samples.

Paragraph 3.13.2

ADD new Subparagraph 3.13.1 as follows:

[Add:] Control or Reference Points: Immediately upon occupancy of the project site for the purpose of commencement of the Work, the Contractor shall locate, including but not limited to, all general control or reference points, benchmarks, etc., and take such action as may be necessary to prevent damage or destruction of such points. In the event the Contractor fails to do so, the Contractor shall be liable for all such costs necessary to re-establish such control or reference points.

Paragraph 3.14 - Cutting and Patching

DELETE Paragraph 3.14 in its entirety, and in lieu thereof, SUBSTITUTE it with the following new Paragraph:

3.14 Refer to Division 1, Section "Cutting and Patching", for requirements regarding cutting and patching.

Subparagraph 3.15.1

ADD new Subparagraph 3.15.3 as follows:

3.15.3 Refer to Division 1, Section "Contract Closeout", for further requirements regarding cleaning up.

ARTICLE 4 - ARCHITECT

Paragraph 4.1 - General
Subparagraph 4.1.2

DELETE the word "Contractor" from the third line.

ARTICLE 5 – SUBCONTRACTORS

Paragraph 5.2 - Award of Subcontracts and Other Contracts for Portions of the Work
Subparagraph 5.2.1

DELETE the first sentence of Subparagraph 5.2.1 and, in lieu thereof, SUBSTITUTE the following new sentence:

[Substitute:] Within thirty (30) days after the award of the Contract, the Contractor shall furnish to the Owner and the Architect in writing the names of the persons or entities

(including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work.

ADD new Paragraph 5.5 as follows:

Paragraph 5.5 - Payment to Subcontractors

- 5.5.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor; PROVIDED, however, that the Contractor shall make no payment to any subcontractor unless the subcontractor shall execute a waiver of liens in favor of the Owner and Contractor reflecting the amount of each such payment. The Contractor shall also require each Subcontractor to make similar payments to Sub-subcontractors. All such payments shall be paid within the time limits required by the Commonwealth Procurement Code, 62 P.A.C.S.A. §§3931 and 3941.
- 5.5.2 If the Owner fails to approve an Application for Payment for a cause which the Owner and Architect determine is the fault of the Contractor and not the fault of a particular subcontractor, or if the Contractor fails to make payment which is properly due to a particular subcontractor, the Owner may pay such subcontractor directly, less the amount to be retained under its Subcontract. Any amount so paid by the Owner shall be repaid to the Owner by the Contractor in the manner set forth in Paragraph 2.4. The Owner shall have no obligation to pay or to see to the payment of any monies to any subcontractor. Nothing contained in Paragraph 5.5 shall be deemed to create any contractual relationship between the Owner and any subcontractor or to create any rights in any subcontractor against the Owner. The Contractor shall promptly advise the Owner of any claim or demand by a subcontractor claiming that any amount is due to such subcontractor or claiming any default by the Contractor in any of its obligations to such subcontractor.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Paragraph 6.1 – Owners Right to Perform Construction and to Award Separate Contracts

DELETE Subparagraph 6.1.3 in its entirety and, in lieu thereof, SUBSTITUTE the following new Subparagraph:

- 6.1.3 It is the sole duty and responsibility of each Prime Contractor to plan, direct and coordinate their Work as to cause no delay, loss or injury to another Prime Contractor or their subcontractors or material suppliers. In the event a Prime Contractor causes any delay, loss or injury to another Prime Contractor, there shall be no claim asserted against the Owner or the Architect for money damages based on the alleged acts or omissions with respect to coordinating, expediting or directing Work. If any Prime Contractor prosecutes a claim against the Owner or Architect for money damages or for an alleged failure to coordinate, expedite or direct, then such Contractor shall indemnify and hold

harmless the Owner and Architect against any and all costs, losses or expenses, including counsel fees, that the Owner or Architect incur in responding to any such claim plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

Where any Prime Contractor has a grievance against another Prime Contractor by reference to the foregoing, such grievance shall be resolved by negotiations or the procedures set forth in Article 15.

Paragraph 6.2 – Mutual Responsibility

Subparagraph 6.2.3

DELETE the second sentence of Subparagraph 6.2.3 in its entirety and SUBSTITUTE the following new sentence in lieu thereof:

[*Substitute:*] Costs caused by delays, or by improperly timed activities or defective construction shall be borne by the responsible party therefore.”

ADD the following new sentence to the end of Subparagraph 6.2.4:

[*Add:*] The Contractor agrees to indemnify and hold the Owner harmless for any claims or damages brought by a separate contractor arising out of the actions or omissions of the Contractor, its subcontractors or suppliers in performing their work under the Contract Documents.

ARTICLE 7 - CHANGES IN THE WORK

Paragraph 7.1 - General

Subparagraph 7.1.2

REVISE the first part of the first sentence of Subparagraph 7.1.2 to read as follows:

[*Revise:*] A Change Order shall be based upon agreement among the Owner and Contractor; a Construction Change Directive

Subparagraph 7.1.3

DELETE Subparagraph 7.1.3 in its entirety and, in lieu thereof, SUBSTITUTE the following new Subparagraph:

7.1.3 Before any Change Order is prepared, the Contractor shall submit to the Architect an itemized breakdown of the cost of the proposed Change in the Work. The term “cost” shall be interpreted to mean and include the actual cost of the following:

1. Labor, including foremen.
2. Materials at cost plus applicable taxes entering permanently into the work.

3. Rental cost of construction plant and equipment whether rented from the Contractor or others.
4. Power and consumable supplies for the operation of power equipment.
5. Liability insurance and bonds.
6. Social security, old age and unemployment contributions.

Fifteen percent (15%) of the total cost of the above will be allowed the Contractor for overhead, profit, supervision and miscellaneous expenses if they perform the work with their own forces or to the Subcontractor who performs the work. In the case where the work is performed by a subcontractor, the Contractor may add five percent (5%) to the Subcontractor's total amount as the Contractor's commission. Where Change Orders include both increases and decreases in the Contract Amount, the above fifteen percent (15%) will be allowed on the net increase only.

Paragraph 7.2 - Change Orders
Subparagraph 7.2.1

DELETE Subparagraph 7.2.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Subparagraph:

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect. A Change Order is the only method by which the Contract Sum and/or the Contract Time may be adjusted. A Change Order shall provide for the following: (1) a change in the Work, if any; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

ADD the following new Subparagraphs as follows:

- 7.2.2 The Contractor is responsible for submitting accurate cost and pricing data to support its proposals for change orders and other contract price adjustments under the Contract Documents. The Contractor shall certify in writing that to the best of its knowledge and belief, the cost and pricing data submitted is accurate, complete, current and in accordance with the terms of the Contract Documents with respect to pricing of change orders. The Contractor shall also certify in writing that he has made reasonable good faith inquiries to appropriate individuals within its organization to confirm that the data submitted is accurate, complete and current. The above-described certification shall be required for all change order requests with a positive or negative value greater than \$1,000.00. If it is later determined by audit or by other means that the cost and pricing data submitted is inaccurate, incomplete, not current or not in compliance with the terms of the Contract Documents regarding the pricing of change orders, then an appropriate contract price reduction shall be made.

Paragraph 7.3 – Construction Change Directives
Subparagraph 7.3.4

ADD new Sub-subparagraph 7.3.4.1 as follows:

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

ARTICLE 8 - TIME

Paragraph 8.3 – Delays and Extensions of Time Subparagraph 8.3.1

MODIFY Subparagraph 8.3.1, after the word “pending” in the fourth line, to read “a proceeding pursuant to Article 15;”

ADD the following to the end of Subparagraph 8.3.1:

[Add:] All claims for extension of time shall be made, in writing, to the Architect and Owner no more than seven (7) calendar days after the occurrence of the event causing the delay. If an extension of the Contract Time for a contractor is granted due to neglect, misconduct or failure to comply with the Contract Documents by another contractor and such delay causes any contractor to miss a Milestone in the Project Schedule, then liquidated damages for delay pursuant to Paragraph 8.4, or the Owner’s actual damages caused by the delay, shall be applied against the Contractor responsible for having caused such extension of the Contract Time.

Subparagraph 8.3.3

DELETE Subparagraph 8.3.3 in its entirety and, in lieu thereof, SUBSTITUTE the following:

8.3.3 The Contractor recognizes that delays, acceleration or hindrances to the Work may occur. No claim or litigation for increased costs, charges, expenses or damages of any kind shall be filed by the Contractor against the Owner, the Architect or the Owner’s Representative (or against any of their respective employees or agents) for any delays, acceleration, hindrances, or sequencing of work due to any cause whatsoever, notwithstanding whether such delays are caused by factors within or outside the Contractor’s control. The Contractor’s sole remedy for delays, acceleration, hindrances or sequencing of work shall be an extension of the Contract Time pursuant to this Paragraph 8.3. Should the Contractor file any claim or litigation for money damages against the Owner, the Architect or the Owner’s Representative (including their employees or agents) in violation of this provision, such contractor shall provide indemnification for any costs incurred in the defense against such claim or litigation, including all fees by attorneys and experts, plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

ADD new Paragraph 8.4 as follows:

Paragraph 8.4 – Liquidated Damages for Delays

- 8.4.1 **The amount of Liquidated Damages shall be \$500 per day per Prime Contractor.**
- 8.4.2 The damages incurred by the Owner due to the Contractor's failure to complete the Work, or portions thereof, designated in the Project Schedule as a Milestone by the Contract Time or the Specific Dates, including any extensions thereof under the Contract Documents, shall be in the amount set forth in the Contract Documents for each consecutive calendar day beyond each Specific Date (Sunday and all holidays included) for which the Contractor shall fail to complete the Work or designated portion thereof designated in the Project Schedule as a Milestone.
- 8.4.3 The amount of liquidated damages provided in the Contract Documents shall not be considered a penalty and shall compensate the Owner only for the Owner's inability to use or otherwise have available, the Project or any portion thereof for its intended purpose by the Dates set forth in the Contract Documents.
- 8.4.4 If, during the course of the Contractor's performance of the Work, the Contractor shall fail to complete the Work, or portions thereof, in accordance with Specific Dates or the Contract Time, the Owner may retain the estimated amount of liquidated damages for which the Contractor shall be liable to the Owner under the Contract Documents, from amounts which become payable or are otherwise certified as payable to the Contractor under the Contract Documents.
- 8.4.5 In the event that the Work must be conducted beyond the normal working hours specified or if the Project is not completed within the specified duration, the Contractors shall reimburse the Consultants (A/E, CM, etc.) for all of their expenses. Expenses shall be calculated at the cost times 2.75 on labor, and costs times 1.15 on all other items.

ARTICLE 9 - PAYMENTS AND COMPLETION

Paragraph 9.2 – Schedule of Values

ADD new Subparagraph 9.2.1 as follows:

- 9.2.1 Refer to Division 1 Section, "Applications for Payment" for requirements regarding the schedule of values.

ADD new Subparagraph 9.2.2 as follows:

- 9.2.2 *[Add]* The Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item on AIA Document G703, Application and Certificate for Payment Continuation Sheet. Each major item of Work shall be further broken down into separate line items for work done in each area of the building, site and each phase of construction. Each work item shall be broken down into separate line items for material and labor. Each line item shall include quantities and unit prices in such detail as required by the Architect.

Paragraph 9.3 - Applications for Payment
Subparagraph 9.3.1

DELETE Subparagraph 9.3.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Subparagraph:

- 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the Contract Documents. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers and reflecting retainage.

Notwithstanding the language in §9.10.5 or any other section hereof, before the Owner shall have any obligation to release any payments for Work completed to the Contractor, the Contractor shall deliver an executed and notarized "Partial Waiver and Release of Mechanics Lien Claims" in the form provided. The partial waiver of liens shall waive the Contractor's right to file a lien against the Property or the Owner for an amount equal to the payment received by the Contractor at that time.

The Contractor shall obtain and post a bond guaranteeing payment for labor and materials provided by subcontractors in an amount, form, and a surety acceptable to the Owner.

The Contractor acknowledges that the Owner has filed with the Office of the Prothonotary of Franklin County, the relevant provisions of the Contract containing the total amount of the Contract price, and the Contractor acknowledges that it is aware of the total Contract price. The Contractor further agrees to provide copies of the Owner's filing regarding the total Contract price to each subcontractor before each such subcontractor is engaged to perform any work or provide any materials to the Project.

The Contractor hereby agrees that it will defend, indemnify and hold harmless the Owner from and against any mechanics' lien or claim filed by any subcontractor by reason of the Contractor's failure to pay the subcontractor any amount owed to such subcontractor. The Contractor shall prevent the filing of any mechanics' lien, or should a lien be filed, the Contractor shall undertake any and all action necessary to remove the said lean. Any failure of the Contractor in any of its obligations in this §9.3.5 shall constitute a material breach of this Contract. Furthermore, the Contractor shall be obligated to pay the Owner all of the Owner's costs incurred in defending or removing any such mechanics' lien whether filed by the Contractor or any subcontractor. This shall include payment of all of the Owner's attorney's fees, whether incurred in removing or challenging any mechanics' lien claim filed by the Contractor or any subcontractor, or in enforcing the Contractor's obligations hereunder.

The Owner shall retain ten percent (10%) of all amounts due the Contractor until the Work is fifty percent (50%) completed. When the Work is fifty percent

(50%) completed, one-half of the amount retained by the Owner shall be returned to the Contractor, provided the Contractor provides written consent of surety to such reduction in retainage to the Owner along with its Application for Payment, provided the Architect approved the application and reduction of retainage, and further provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

The Owner shall retain five percent (5%) of all amounts due the Contractor after the Work is fifty percent (50%) completed. The retained five percent (5%) will be paid on with the final Payment or as otherwise provided hereafter. In the event a dispute arises between the Owner and the Contractor, which dispute is based upon increased costs claimed by the Contractor occasioned by damages or other actions of another contractor, additional retainage, in the sum of one and one half times the amount of any possible liability, may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify the Owner against the claim.

The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if Surety withholds its consent or for other good and sufficient reasons.

9.3.1.1 Refer to Division 1 Section "Applications for Payment" for additional requirements regarding applications for payment.

Paragraph 9.5 - Decisions to Withhold Certification
Subparagraph 9.5.1

DELETE the first sentence of Subparagraph 9.5.1 and, in lieu thereof, SUBSTITUTE it with the following:

[*Substitute:*] The Architect shall not certify payment and shall withhold a Certificate for Payment in whole or in part to the extent necessary to protect the Owner.

REVISE Sub-subparagraph 9.5.1.7 as follows:

9.5.1.7 DELETE the word "repeated".

ADD the following new Sub-subparagraphs as follows:

9.5.1.8 Unsatisfactory prosecution of the Work in accordance with the Contract Documents.

9.5.1.9 Failure to comply with government statues and the law.

9.5.1.10 Failure to submit progress schedule updates as required by the Contract Documents.

9.5.1.11 Failure to submit wage certification as required by the Contract Documents.

9.5.1.12 Failure to submit a schedule of values that is acceptable to the Architect.

Subparagraph 9.6.7

DELETE Subparagraph 9.6.7 in its entirety.

Paragraph 9.8 – Substantial Completion
Subparagraph 9.8.2

REVISE Subparagraph 9.8.2 as follows:

9.8.2 DELETE the words “prior to final payment.” SUBSTITUTE it with the following:
[Substitute:] “within 30 days of the date of Substantial Completion.”

ADD new Subparagraph 9.8.2.1 as follows:

9.8.2.1 Definition: The Contractor’s comprehensive list of items to be completed or corrected shall be referred to as the “Punch List.” The Punch List shall be prepared on the form provided in Division 1 Section “Contract Closeout.”

Paragraph 9.10 - Final Completion and Final Payment
Subparagraph 9.10.2

ADD new Subsections (6) and (7) to the end of the first sentence:

[Add:] (6) Final “as built” prints of record drawings marked by the Contractor with record information as set forth in the Contract Documents, and (7) A final Contractor’s sworn statement from the Contractor duly executed and acknowledged, showing all subcontractors to be fully paid and similar final sworn statements from subcontractors and, where appropriate, from sub-subcontractors.

Subparagraph 9.10.4

ADD the following new Sub-subparagraphs as follows:

- .4 Latent failures of the Contractor to comply with the requirements of the Contract Documents.
- .5 Architect’s fees resulting from re-inspections due to the Contractor’s failure to satisfactorily, fully and finally complete the Work or legal and accounting costs and expenses arising there from.
- .6 Architectural fees for services (60) days after the date of Substantial Completion shall be borne by the responsible contractor.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Paragraph 10.2 - Safety of Persons and Property
Subparagraph 10.2.8

ADD new Subparagraph 10.2.9 as follows:

10.2.9 The Contractor shall promptly report in writing to the Owner and Architect all accidents, other than minor accidents for which no medical treatment is required, arising out of, or in connection with the Work which cause death,

personal injury or property damage, giving full details and statements of any witnesses whether or not the Owner has actual knowledge of the accident. In addition, if death or serious personal injuries or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the Owner and Architect.

ARTICLE 11 - INSURANCE AND BONDS

Paragraph 11.1 - Contractor's Liability Insurance

AMPLIFY Paragraph 11.1, Contractor's Liability Insurance, by ADDING the following:

[Add:] During the term of the Contract, the Contractor and each Subcontractor shall, at their own cost and expense, maintain the following insurance in a company or companies properly licensed and satisfactory to the Owner:

1. State Statutory Coverage and Employer's Liability Insurance
 - (a) Statutory:
Amounts and overage as required by law.
 - (b) Employer's Liability:

\$1,000,000 each accident.
\$1,000,000 disease, policy limit.
\$1,000,000 disease, each employee.
2. Comprehensive General Liability Insurance including coverage for direct operations, sublet work, demolition and wrecking, elevators, and contractor liability with limits not less than stated below:
 - (a) Bodily Injury Liability including Personal Injuries:

\$1,000,000 each occurrence.
 - (b) Property Damage Insurance: Shall include explosion, collapse and underground.

\$1,000,000 each occurrence.
\$2,000,000 general aggregate.
\$2,000,000 products & completed operations aggregate
\$1,000,000 personal & advertising injury
 - (c) Products and completed operations insurance shall be maintained for a minimum period of 2 years after final payment, and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
 - (d) Contractual Liability

1. Bodily Injury - \$1,000,000 each occurrence.
2. Property Damage - Included each occurrence and aggregate.

Note: The required aggregate limits are applicable to this Contract and not the total business operation of the Contractor

3. Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles with limits not less than stated below:

- (a) Bodily Injury Liability:

\$1,000,000 each occurrence.

- (b) Property Damage Liability:

\$1,000,000 each occurrence.
\$2,000,000 aggregate.

4. Umbrella Excess Liability

- (a) Bodily Injury

\$4,000,000 each occurrence.
\$4,000,000 aggregate.

- (b) Property Damage

Included each occurrence.
Included aggregate.

Note: As with general liability, the aggregate limits are applicable to this Contract and not the total business operation of the Contractor.

5. Other Instructions Related to Bonds or Insurance - Current certificates of insurance and bonds of carriers qualified to do business in Pennsylvania and carrying a Best Rating of "A-" are required. The Owner and Architect shall be carried as additional insured.
6. The Contract carrier shall provide the Owner not less than 30 days written notice of cancellation.
7. The Contractor shall provide to the Owner, no later than 30 days prior to expiration, a replacement Certificate for the succeeding 12 month period.

Subparagraph 11.1.2

ADD the following new sentence to the end of Subparagraph 11.1.2:

[Add:] Where Owner's and Contractor's/Subcontractor's policies each apply, the Contractor's/Subcontractor's policies shall be considered primary.

Paragraph 11.3 - Property Insurance
Subparagraph 11.3.3 – Loss of Insurance

DELETE the last sentence of Subparagraph 11.3.3 in its entirety.

Subparagraph 11.3.7

DELETE the words “as fiduciary”.

Subparagraph 11.3.8

DELETE the words “as fiduciary”.

Subparagraph 11.3.9

DELETE the words “as fiduciary”.

Subparagraph 11.3.10

DELETE the words “as fiduciary”.

Paragraph 11.4 - Performance Bond and Payment Bond
Subparagraph 11.4.1

DELETE Subparagraph 11.4.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new Subparagraph:

- 11.4.1 The Contractor shall provide bonds in accordance with the provisions of the Public Works Contracts’ Bond Law of 1967, 8 P.S. Section 191 and in so doing shall provide:
- (a) A Performance Bond at one hundred percent (100%) of the Contract amount, conditioned upon the faithful performance of the Contractor in accordance with the plans, specifications and conditions of the Contract. Such bond shall be solely for the protection of the Owner or assignee as authorized in accordance with the provisions of Paragraph 13.2.1 herein.
 - (b) A Payment Bond at one hundred percent (100%) of the Contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Contractor or to any of their Subcontractors in the prosecution of the Work provided for in the Contract Documents and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work. “Labor or Materials” shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
 - (c) A Maintenance Bond providing additional coverage in the full amount of the Contract Sum insuring against defective or inferior materials or workmanship which may develop during the period of one (1) year from the date of Final Completion of the Project.

- (d) Each of such bonds required by the Contract Documents shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania and not otherwise objectionable to the Owner. The surety of whom the Contractor has purchased bonds shall have an "A-" or better rating, plus a financial rating of VI or better with the A. M. Best's Company (Key Rating Guide – Latest Edition) and listed in the Department of Treasury Circular 570, with a capacity which meets or exceeds the contract amount. The bond shall be payable the Owner or assignee as provided for in Paragraph 13.2.1

Both a Performance Bond and Payment Bond shall be required as specified under Article 7, Supplementary Instructions, of the Instructions to Bidders.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

Paragraph 12.2 - Correction of Work Sub-subparagraph 12.2.2.1

DELETE the following from the first sentence and, in lieu thereof, SUBSTITUTE the following:

[Delete:]“if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties”

[Substitute:]“if, within one (1) year after the date of Final Completion of the Work or within one (1) year from date of Partial Occupancy or Use of designated portions thereof (whichever shall first occur) or after the date for commencement of warranties”.

DELETE sub-subparagraph 12.2.2.3 in its entirety and, in lieu thereof, SUBSTITUTE the following new sub-subparagraph:

12.2.2.3 In the event any Work, material or equipment is replaced or repaired as a consequence of latent defects or failure to meet the terms of the Contract Documents, all warranties with respect to such Work, material or equipment replaced or repaired shall continue following repair or replacement of such Work, material or equipment for an additional period equivalent to the original period of warranty for such Work, material or equipment.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Paragraph 13.3 - Written Notice

ADD the following new sentence to the end of Paragraph 13.3:

[Add:] Notice by mail shall be effective three (3) days after deposit in the mail.

Paragraph 13.5 - Tests and Inspections Subparagraph 13.5.1

DELETE Subparagraph 13.5.1 in its entirety and, in lieu thereof, SUBSTITUTE the following new subparagraph:

- 13.5.1 If the Contract Documents or any laws, statutes, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction over the work or the site of the Project require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect and the Owner timely notice thereof so the Architect and the Owner may observe such inspection, testing or approval.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

Paragraph 14.1 - Termination by the Contractor

DELETE Paragraph 14.1 in its entirety.

Paragraph 14.2 - Termination by the Owner for Cause Subparagraph 14.2.1

DELETE Subparagraph 14.2.1 in its entirety and, in lieu thereof, SUBSTITUTE the following:

- 14.2.1 The Owner may terminate the Contract if the Contractor:
- .1 shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing; or if the Contractor admits in writing, his inability to pay his debts generally as they become due, or if it makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed.
 - .2 abandons the Work; or if he fails, except in cases for which an extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;
 - .3 submits an Application for Payment, sworn statement, affidavit or document of any nature whatsoever which is intentionally falsified;
 - .4 fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches their obligations under any subcontract with a Subcontractor; or if a materialman's lien or notice of lien is filed against any party of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner;
 - .5 disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project;

- .6 otherwise violates any provision of the Contract Documents; then the Owner, upon the occurrence of the events described in clauses .1 through .5 above, without prejudice to any right or remedy available to the Owner under the Contract Documents or at law or in equity may, after giving the Contractor and his surety under the Performance Bond and under the Labor and Material Payment Bond, if any, seven (7) days written notice, terminate the employment of the Contractor and, in accordance with the Uniform Commercial Code, may enforce a Security Agreement by taking possession of and using all or any part of the Contractor's materials, equipment, supplies and other property of every kind used by the Contractor in the performance of the Work in the completion of the Work. If requested by the Owner, the Contractor shall remove any part or all of its equipment, machinery and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of the Contractor's failure to do so, the Owner shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the contract through the date of termination. The Owner's right to terminate the Owner-Contractor Agreement pursuant to this Subparagraph 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

Subparagraph 14.2.4

DELETE Subparagraph 14.2.4 in its entirety and, in lieu thereof, SUBSTITUTE the following new Subparagraph 14.2.4:

- 14.2.4 If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon the Owner's demand. The costs to the Owner of completing the Work shall include, but not be limited to, the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completion of the Work, attorneys' fees and expenses and any other damage, costs and expenses the Owner may incur by reason of completing the Work. The amount, if any, to be paid to the Contractor shall be certified by the Architect upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

Paragraph 14.3 - Suspension by the Owner for Convenience Subparagraph 14.3.1

ADD the following new sentence to the end of Subparagraph 14.3.1:

[Add:] Any suspension by the Owner for convenience does not constitute grounds of termination by the Contractor under Section 14.1.

ADD new Paragraph 14.5 as follows:

Paragraph 14.5 Indemnification

14.5 Each Contractor and Subcontractor shall indemnify and hold harmless, the Owner, its officers, directors, agents, and employees, the Architect and its officers, directors, agents and employees, and each of them, as "indemnitee", from and against any and all fines, penalties, losses, costs, damages, injuries, expenses, claims, liens, encumbrances and/or liabilities (individually and collectively referred to herein as "liabilities") arising out of, or resulting from (a) any claim for any service or goods allegedly infringed, including without limitation any patent, copyright, trademark, service mark, trade secret, or other legally-protected proprietary right; and (b) the Work as described in the Contract Documents, including, but not limited to, any claim of injury (including death) to persons or damage to property, and contamination of, or any adverse impact upon the environment, except to the extent that any such claim is finally found by the court or arbitration entity by which such claims are finally resolved, to have arisen from the willful misconduct of the indemnitee. A finding of "willful misconduct" as against one indemnitee shall not nullify the indemnification provided to any other indemnitee who is not found to have performed any willful misconduct. As used herein, "willful misconduct" shall mean gross negligence or any intentional criminal act. The Owner shall notify the Contractor and Subcontractors of any suit or legal proceeding asserting a claim for liabilities. The Contractor and Subcontractors shall, at no cost to any indemnitee, defend and/or settle such suit or legal proceeding, or judgment, including any appellate proceeding, asserting a claim for liabilities. The Contractor and Subcontractors shall pay any costs and legal fees incurred by any indemnitee in connection with any liabilities, whether or not litigation is actually commenced, and shall keep indemnities informed as to the progress of the defense. If requested, the Contractor and Subcontractors shall afford indemnities the opportunity to participate in the defense or settlement of any claim. With regard to any claim of infringement as referred to herein, the Contractor and Subcontractors shall procure the right to continue using the services or goods, or at the indemnities' option, replace or modify the services or goods to make them non-infringing services or goods.

ARTICLE 15 – CLAIMS AND DISPUTES

Paragraph 15.1 - Claims

Subparagraph 15.1.1 - Definition

ADD the following new sentence to the end of Subparagraph 15.1.1:

[Add:] All Claims as defined in §15.1.1, and any other claim or dispute between and among Contractors, or any Contractor and the Owner or Architect, including without limitation those claims set forth in §15.3, shall be governed by this Article 15.

Subparagraph 15.1.5 – Claims for Additional Time

ADD the following new Sub-subparagraphs as follows:

15.1.5.3 In planning the construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered.

15.1.5.4 The following Standard Baseline of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations. "Standard Baseline" is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. "Adverse Weather" is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to the weather conditions or access to the site:

1. Precipitation (rain, snow, or ice) in excess of 1/10 inch liquid measure.
2. Temperatures that did not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
3. Sustained wind in excess of 25 mph.

15.1.5.5 The Contractor's Construction Schedule must reflect the following anticipated adverse weather delays in all weather dependent activities.

Standard Baseline

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
14	7	7	8	8	7	4	5	4	4	5	7

15.1.5.6 Upon acknowledgement of the Notice to Proceed and continuing throughout the Contract, the Contractor will record in a daily log the occurrence of adverse weather and resultant impact to normally scheduled Work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day in order to constitute an adverse weather delay day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in a previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in sub-subparagraph 15.1.5.5 above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a no-cost Change Order for additional

days, to be executed by the Owner, Architect and Contractor. This no-cost Change Order shall be the sole remedy for delays associated with weather.

Subparagraph 15.1.6 – Claims for Consequential Damages

DELETE Subparagraph 15.1.6 in its entirety.

Subparagraph 15.1.7 – Owner as a Contracting Body

ADD new Subparagraph 15.1.7 as follows:

15.1.7 The Contractor agrees and acknowledges that the Owner is a “contracting body” under the Public Works Contractors’ Bond Law of 1967 (the “Bond Law”), and the Work on the Project is public construction and not subject to the filing of Mechanics Liens, and further agrees to provide and specify in its subcontracts with subcontractors for their acknowledgment that their sole remedy against the Owner exists only under the provisions of the Bond Law and in accordance with the Payment Bond.

ADD new Sub-subparagraph 15.2.8.1 as follows:

15.2.8.1 The Contractor agrees and acknowledges that the Owner is a “contracting body” under the Public Works Contractors’ Bond Law of 1967 (the “Bond Law”), and the Work on the Project is public construction and not subject to the filing of Mechanics Liens, and further agrees to provide and specify in its subcontracts with subcontractors for their acknowledgment that their sole remedy against the Owner exists only under the provisions of the Bond Law and in accordance with the Payment Bond.

ADD the following new Subparagraph as follows:

15.3.4 The Owner shall have the right, at any time after any Claim is raised against the Owner, to waive mediation or arbitration, and such election shall be binding on the Contractor, and may be made by the Owner at any time prior to the entry of a final award by the Arbitrator. In such event, a Claim arising under this Agreement shall be subject to a bench trial in the Court of Common Pleas of Franklin County, Pennsylvania, and the parties waive the right to a jury in such proceeding. If any claim is brought by any Contractor as against the Architect only, the Architect shall have the right, at any time after any Claim is raised against the Architect, to waive mediation or arbitration, and such election shall be binding on the Contractor, and such election may be made by the Architect at any time prior to the entry of a final award by the Arbitrator. In such event, any such Claim shall be subject to a bench trial in the Court of Common Pleas of Franklin Pennsylvania, and the parties waive the right to a jury in such proceeding.

ADD the following new Subparagraphs as follows:

15.4.4 In any arbitration proceeding commenced pursuant to this Paragraph 15.4, the parties shall be entitled to conduct pre-hearing discovery for a period of ninety (90) days, which discovery may include depositions, written interrogations not to exceed forty (40) in number (inclusive of subparts) and written requests for

the inspection and production of relevant documents or tangible things. Responses to written interrogations and document requests shall be served within thirty (30) days of service thereof. With respect to expert testimony and discovery related thereto, Rule 4003.5 of the Pennsylvania Rules of Civil Procedure shall apply. The arbitrator(s) shall have the authority to issue appropriate orders to enforce the parties' entitlement to discovery hereunder and, upon disobedience of any such order, may prohibit the disobedient party from introducing in evidence designated documents, things, or testimony.

- 15.4.5 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 15.4.7 The Contractor acknowledges that the mediation and arbitration procedures outlined in paragraphs 15.3 and 15.4 hereof shall be the Contractor's exclusive remedies with regard to claims against the Owner or Architect, subject to the Owner's and Architect's rights to elect to forego mediation or arbitration.
- 15.4.8. Should any Contractor bring a claim against the Owner or Architect, then, unless the fact finder finds that the Contractor had a good faith basis for the Claim against the Owner or Architect, the Contractor shall be liable to the Owner and Architect for all of the Owner's and Architect's costs in having all such claims dismissed, or in defending all such claims, or both. These costs shall include all of the Owner's or Architect's costs, including without limitation personnel costs, attorney fees, expert fees, travel expenses, and the like.

ADD new Paragraph 15.5 as follows:

15.5 - Scheduling and Completion

- 15.5.1 It is the intention of these Contract Documents that all claims between the Contractors related to coordination and scheduling of the Work, and all delays, disruptions, and interferences caused by the Contractors, be resolved between the Contractors. Specifically, by execution of the Agreement, the Contractor agrees to the following:
 - .1 The Owner and Architect are not responsible for delays caused by any Contractor. The Owner and Architect are not responsible for problems caused by the failure of a Contractor to coordinate and schedule his Work with other Contractors. The Owner and Architect are not liable for any damages suffered by a Contractor arising from any Contractor's delays and/or failure to coordinate his Work. The Contractor hereby waives and releases the Owner and Architect from any liability and damages caused by a lack of coordination by a Contractor, or between or among the Contractors, including their subcontractors and suppliers.
 - .2 The Architect and Owner and their representatives shall not be liable to a Contractor for any increased costs or damages for defective work, interference, or delays resulting from any conflict between or among the Contractors, their subcontractors and suppliers. Neither the Owner nor the Architect shall be a party to disputes or actions between or among the Contractors or their subcontractors and suppliers concerning such additional expense or damage. The Contractor's exclusive remedy in this

regard is mediation or arbitration between the Contractors involved. Should any Contractor attempt to join the Owner or Architect in any proceeding arising from any Claim between Contractors, the Contractor attempting to join the Owner or Architect shall be liable to the Owner and Architect for all of the Owner's and Architect's costs in having all such claims dismissed, or in defending all such claims, or both. These costs shall include all of the Owner's or Architect's costs, including without limitation personnel costs, attorney fees, expert fees, travel expenses, and the like.

- .3 It is agreed by all parties that disputes or actions between Contractors concerning any additional expense or damage herein before mentioned shall not delay completion of the Work, which shall be continued by the parties pending final resolution of a claim, including without limitation, judicial proceedings, as more fully set forth in §3.3.5. All final construction decisions regarding scheduling and coordination of the Work, whether rendered orally or in writing, shall be observed and followed fully.
- .4 Each Contractor hereby waives privity of Contract defenses, and any assertion that the Owner or Architect is vicariously or otherwise responsible for the acts and omissions of other Contractors. Each Contractor agrees that other Contractors have the right to file claims in mediation and arbitration against the Contractor in the event the Contractor is alleged to have caused damages to another Contractor by reason of delay, disruption, interference, or lack of coordination.
- .5 It is agreed by the parties to this Contract (the Owner as promisee and the Contractor as promisor) that the intent of this Paragraph 15.3.5 is to benefit the Owner and the Architect, and the Owner's interests, and that the provisions of the Contract Documents raises the Contractor and such other Contractors to the status of third party beneficiaries in connection with the coordination and scheduling of the Project and claims between the Contractors, and for no other purpose. The Contractor specifically releases, foregoes and waives any claims against the Owner or the Architect for extended overhead, delay damages, "impact" damages, loss of efficiency, loss of productivity, or any other similar form of loss, damage or compensation, or other damages related to coordination and scheduling of the Project and all delays, disruptions, and interferences caused by the other Contractors.

END OF SECTION 000750

SECTION 000800 SPECIAL CONDITIONS FOR EDUCATIONAL PROJECTS

The following Special Conditions apply to this project and are in addition to the "General Conditions of the Contract for Construction" AIA Document A201 and the "Supplementary General Conditions" both contained herein this Project Manual.

- 1.1 Discrimination Prohibited: All projects for construction, alteration, or repair of any public works shall contain the following provision:
- 1.2 Discrimination Prohibited: According to 62 Pa. C.S.A. § 3701, the contractor agrees that:
 - A. 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 be 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;
 - B. 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;
 - C. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.
- 1.3 Human Relations Act: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 349.101.
- 1.4 Conditions of Payment of Wages:
 - A. Competent Workmen According to Section 752 of the Public School Code of 1949, no person shall be employed to work under such contract except competent and first class workmen and mechanics.
 - B. Pennsylvania Prevailing Wage Rates. This regulation and the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987, as amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

C. Workmen's Compensation Act. Contractor shall comply with all applicable provisions of the Workmen's Compensation Act of 1915 and its supplements and amendments, including the amendments set forth in Act 44 of 1994, shall provide evidence of insurance and shall require evidence of insurance to be provided by any and all subcontractors.

1.5 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. Where "no substitutions" are identified or where proprietary names are used, the bidder must provide the specified product for compliance with the Owner's requirements.

Design, arrangement, details, utility requirements and dimensions shown on Drawings and included in Schedules and Specifications have been determined and established, after considerable study and planning, based on the criteria of the first named manufacturer. Other manufacturers named or substitutes are considered to be able to perform the same function but not necessarily have same design, arrangement, details, utility requirements and dimensions. Therefore, if a Contractor desires to use a manufacturer or product other than first named, he shall assume the responsibility of coordination and all costs or extra charges, including costs in connection with Work of other trades or separate Contracts, necessitated by their use.

1.6 Provision for the Use of Steel and Steel Products Made in the U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any subcontracts thereunder.

In accordance with Act 161 of 1982, cast iron products; shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The Act also provides clarifications and penalties.

1.7 No Cash Allowances. No cash allowances for any purpose are included in the specifications of this project. See Section 00750, Supplementary Conditions.

1.8 Police Clearance. "All Workmen and their superintendents shall have police clearance, conforming to the Commonwealth of Pennsylvania's Act 34, 1985 (Regulations of the State Board of Education of Pennsylvania, Chapter 8, "Criminal History Background Checks". Required forms may be acquired at the School District Office or by calling the State Board of Education at (717) 787-5480.

1.9 Anti-Pollution Legislation

A. On October 26, 1972, House Bill Number 1969 was enacted into law. This Act (No. 247) became effective on November 25, 1972. It requires that Bidders on construction contracts for the Commonwealth of Pennsylvania be advised of those provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which bids are being received.

B. The Bidders shall thoroughly acquaint themselves with the terms of the listed statutes, rules and regulations. No separate or additional payment will be made for

such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of bids, upon receipt of documentation which causes the Contractor to perform additional work, the Owner may issue a change order or deviation request setting forth the additional work that must be undertaken. This change order or deviation request shall not invalidate the Contract.

- C. It is the responsibility of the Contractor to determine what local ordinances, if any, will affect the Work. They shall check for any county, city, borough or township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, such chambers-of-commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

1.10 Erosion Control

- A. General Contractor shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control. Prior to any grading, the Contractor shall prepare an erosion control site plan and obtain Department of Environmental Resources approval.
- B. The plan shall be maintained at site and shall indicate how the Contractor plans to control erosion caused by storm water and prevent silt and sedimentation being distributed off site.
- C. Control shall be provided by channels, dikes, sedimentation basins, protection of stockpiled or uncontrolled soil, or any other means necessary; all in accordance with the requirements of the Pennsylvania Department of Environmental Resources.

1.11 General Guaranty

- A. Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this acceptance of work not done in accordance with the contract relieves the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of 12 months from the date of final acceptance of the work. Owner will give notice of defective materials and work with reasonable promptness.

END OF SECTION 000800



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR: CONTRACT DATED:	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>

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:

SECTION 000860 PA TAX EXEMPT ENTITIES DISCLOSURE
PART 1 - GENERAL

- A. Section 204 of the Tax Reform Code of 1971, see 72 P.S. § 7204(57)(i) and (ii), as amended July 1, 1998, provides a tax exemption for the sale at retail to or use by the United States, the Commonwealth of Pennsylvania or its instrumentalities or political subdivisions, of tangible personal property or services; and the use by a construction contractor of building machinery and equipment and services thereto that are transferred pursuant to a construction contract for any charitable organization, volunteer fireman's organization, nonprofit educational institution or religious organization for religious purposes, provided that the building machinery and equipment and services thereto are not used in any unrelated trade or business.

In order to permit the contractor to benefit from the foregoing exemption, the tax-exempt entity may be required to cooperate with the construction contractor and provide certain evidence as may be required from time to time by the Pennsylvania Department of Revenue.

- B. The contractor is entitled to the aforementioned tax exemption, and the contractor should reflect the tax exemption in all bids, where appropriate.
- C. The Contractor is encouraged to use a Pennsylvania Tax Exemption Certificate (Form REV-1220) when buying property that qualifies for the tax exemption referenced in Section A above.

- D. Access to Accounting Records:

The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment (AIA Document A111-1978, Article 12).

- E. Contracts With Subcontractors:

The Contractor agrees to include the "Access to Accounting Records" paragraph, in full, in any contracts with subcontractors.

END OF SECTION 000860

SECTION 000900 PREVAILING MINIMUM WAGE PRE-DETERMINATION

- 1.1 The provisions of the Pennsylvania Prevailing Wage Act, Act. No. 442, approved August 15, 1961 (P.L. 987) as amended are hereby incorporated herein and the Contractor and all Subcontractors shall comply with the requirements of the applicable portions thereof and the Regulations issued in connection therewith.
- 1.2 Pursuant to the requirements of the above Act, the Prevailing Minimum Wage Predetermination is attached hereto and hereby made part of the Contract Documents.
- 1.3 All Prime Contractors shall submit (3) copies of weekly certification forms with their payment requisitions. The form to be used is the latest edition of the Department of Labor and Industry form "Contractor's or Subcontractor's Weekly Payroll Certification for Public Works Projects" (forms LIPW-123 and LIPW-124).
- 1.4 There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in the Work on this Project, in the trade or occupation listed on the attached Prevailing Minimum Wage Predetermination, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor, or any Subcontractor, and such laborers and mechanics.
- 1.5 Each Prime Contractor or Subcontractor shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the Secretary of the Department of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay the workmen their wages.
- 1.6 Each Prime Contractor or Subcontractor shall keep an accurate record showing the name, craft and the actual hourly rate of wage paid to each workman employed by him and such record shall be preserved for two years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of the Department of Labor and Industry.
- 1.7 Before final payment is made of any sum or sums due on this Project, all Contractors and Subcontractors shall file statements, in writing, in a form satisfactory to the Secretary of the Department of Labor and Industry, certifying to the amounts then due and owing from such Contractor or Subcontractor filing such to any or all workmen for wages due to each respectively, which statement shall be verified by the oath of the Contractor or Subcontractor as the case may be, that he has read such statement subscribed by him, knows the contents thereof, and that the same is true of his own knowledge; provided, nevertheless, that nothing contained herein shall impair the right of a Contractor to receive final payment because of the failure of any Subcontractor to comply with the provisions of Act No. 442, effective February 1, 1961, as amended by Act No. 342, approved August 9, 1963.

- 1.8 Any Contractor or Subcontractor who shall, under oath, verify the statement required to be filed as indicated above, which is known to him to be false, shall be guilty of a misdemeanor, and shall, upon conviction, be sentenced to pay a fine of not exceeding two thousand five hundred dollars (\$2,500.00) or to undergo imprisonment not exceeding five (5) years, or both.

END OF SECTION 000900

PREVAILING WAGES PROJECT RATES

Project Name: FCCTC Allied Health and Cosmetology Renovation

Awarding Agency: Franklin County Career and Technology Center

Contract Award Date: 5/22/2014

Serial Number: 14-02714

Project Classification: Building

Determination Date: 4/28/2014

Assigned Field Office: Harrisburg

Field Office Phone Number: 717-787-4763

Toll Free Phone Number: 800-932-0665

Franklin County

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/28/2010		\$30.63	\$20.13	\$50.76
Asbestos & Insulation Workers	6/27/2011		\$31.67	\$21.09	\$52.76
Asbestos & Insulation Workers	7/2/2012		\$32.17	\$21.59	\$53.76
Asbestos & Insulation Workers	7/1/2013		\$32.17	\$22.59	\$54.76
Asbestos & Insulation Workers	6/30/2014		\$34.17	\$21.59	\$55.76
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2010		\$23.59	\$15.15	\$38.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2011		\$24.22	\$16.02	\$40.24
Boilermaker (Commercial, Institutional, and Minor Repair Work)	5/1/2012		\$24.84	\$16.90	\$41.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	4/1/2013		\$25.53	\$17.51	\$43.04
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2014		\$25.79	\$17.95	\$43.74
Boilermakers	1/1/2011		\$37.35	\$28.12	\$65.47
Boilermakers	1/1/2012		\$37.62	\$29.85	\$67.47
Boilermakers	1/1/2013		\$38.69	\$31.13	\$69.82
Boilermakers	4/1/2013		\$38.54	\$31.43	\$69.97
Boilermakers	1/1/2014		\$39.06	\$32.81	\$71.87
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2013		\$30.75	\$14.49	\$45.24
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2014		\$31.08	\$14.96	\$46.04

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2015		\$31.71	\$15.18	\$46.89
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2016		\$32.26	\$15.53	\$47.79
Carpenters (Drywall Hangers, Instrument Men, Soft Floor Layers)	6/1/2009		\$24.79	\$9.68	\$34.47
Carpenters (Drywall Hangers, Instrument Men, Soft Floor Layers)	6/1/2010		\$25.33	\$10.14	\$35.47
Carpenters (Drywall Hangers, Instrument Men, Soft Floor Layers)	6/1/2011		\$25.85	\$10.61	\$36.46
Carpenters (Drywall Hangers, Instrument Men, Soft Floor Layers)	6/1/2012		\$25.98	\$11.67	\$37.65
Carpenters (Drywall Hangers, Instrument Men, Soft Floor Layers)	6/1/2013		\$26.09	\$12.51	\$38.60
Carpenters (Drywall Hangers, Instrument Men, Soft Floor Layers)	6/1/2014		\$26.21	\$13.35	\$39.56
Cement Finishers	5/1/2009		\$24.00	\$15.70	\$39.70
Cement Finishers	5/1/2010		\$24.00	\$17.45	\$41.45
Cement Finishers	5/1/2011		\$25.00	\$18.45	\$43.45
Cement Finishers	5/1/2012		\$25.20	\$20.10	\$45.30
Cement Finishers	5/1/2013		\$26.05	\$20.10	\$46.15
Cement Finishers	5/1/2014		\$26.95	\$20.10	\$47.05
Dockbuilder, Pile Drivers	1/1/2010		\$29.95	\$12.25	\$42.20
Dockbuilder, Pile Drivers	1/1/2011		\$30.35	\$13.10	\$43.45
Dockbuilder, Pile Drivers	1/1/2012		\$30.85	\$13.70	\$44.55
Dockbuilder, Pile Drivers	1/1/2013		\$31.45	\$14.20	\$45.65
Dockbuilder, Pile Drivers	1/1/2014		\$31.45	\$15.60	\$47.05
Dockbuilder, Pile Drivers	1/1/2015		\$31.74	\$16.57	\$48.31
Dockbuilder, Pile Drivers	1/1/2016		\$32.03	\$17.53	\$49.56
Drywall Finisher	5/1/2013		\$23.30	\$11.04	\$34.34
Drywall Finisher	5/1/2014		\$23.30	\$11.14	\$34.44
Electric Lineman	6/3/2013		\$40.78	\$18.31	\$59.09
Electric Lineman	6/2/2014		\$42.68	\$19.35	\$62.03
Electric Lineman	6/1/2015		\$44.63	\$19.88	\$64.51
Electric Lineman	5/30/2016		\$46.16	\$20.29	\$66.45
Electricians	12/1/2009		\$27.45	\$15.41	\$42.86
Electricians	6/1/2010		\$27.55	\$16.52	\$44.07

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Electricians	6/1/2011		\$27.70	\$17.82	\$45.52
Electricians	6/1/2012		\$28.00	\$19.08	\$47.08
Electricians	6/1/2013		\$28.00	\$20.18	\$48.18
Electricians	6/1/2014		\$28.00	\$21.43	\$49.43
Electricians	6/1/2015		\$28.00	\$22.78	\$50.78
Elevator Constructor	1/1/2009		\$37.33	\$21.20	\$58.53
Elevator Constructor	1/1/2010		\$38.84	\$22.82	\$61.66
Elevator Constructor	1/1/2011		\$40.33	\$24.44	\$64.77
Elevator Constructor	1/1/2012		\$41.84	\$26.06	\$67.90
Elevator Tender (Use Elevator Apprentice or Constructor)	1/1/2008		\$0.00	\$0.00	\$0.00
Glazier	5/1/2009		\$25.05	\$7.53	\$32.58
Glazier	5/1/2010		\$23.64	\$9.44	\$33.08
Glazier	5/1/2011		\$24.64	\$9.44	\$34.08
Glazier	5/1/2012		\$26.14	\$9.44	\$35.58
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2013		\$31.05	\$25.11	\$56.16
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2014		\$32.58	\$25.11	\$57.69
Laborers (Class 01 - See notes)	7/1/2009		\$18.05	\$9.19	\$27.24
Laborers (Class 01 - See notes)	7/1/2010		\$18.27	\$10.14	\$28.41
Laborers (Class 01 - See notes)	7/1/2011		\$18.27	\$10.27	\$28.54
Laborers (Class 01 - See notes)	1/1/2012		\$18.27	\$10.87	\$29.14
Laborers (Class 01 - See notes)	1/1/2013		\$18.32	\$11.72	\$30.04
Laborers (Class 01 - See notes)	1/1/2014		\$18.32	\$12.62	\$30.94
Laborers (Class 01 - See notes)	1/1/2015		\$18.32	\$13.52	\$31.84
Laborers (Class 02 - See notes)	7/1/2009		\$18.20	\$9.19	\$27.39
Laborers (Class 02 - See notes)	7/1/2010		\$18.42	\$10.14	\$28.56
Laborers (Class 02 - See notes)	7/1/2011		\$18.42	\$10.27	\$28.69
Laborers (Class 02 - See notes)	1/1/2012		\$18.42	\$10.87	\$29.29
Laborers (Class 02 - See notes)	1/1/2013		\$18.47	\$11.72	\$30.19
Laborers (Class 02 - See notes)	1/1/2014		\$18.47	\$12.62	\$31.09
Laborers (Class 02 - See notes)	1/1/2015		\$18.47	\$13.52	\$31.99

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	7/1/2009		\$18.30	\$9.19	\$27.49
Laborers (Class 03 - See notes)	7/1/2010		\$18.52	\$10.14	\$28.66
Laborers (Class 03 - See notes)	7/1/2011		\$18.52	\$10.27	\$28.79
Laborers (Class 03 - See notes)	1/1/2012		\$18.52	\$10.87	\$29.39
Laborers (Class 03 - See notes)	1/1/2013		\$18.57	\$11.72	\$30.29
Laborers (Class 03 - See notes)	1/1/2014		\$18.57	\$12.62	\$31.19
Laborers (Class 03 - See notes)	1/1/2015		\$18.57	\$13.52	\$32.09
Laborers (Class 04 - See notes)	7/1/2009		\$17.05	\$9.19	\$26.24
Laborers (Class 04 - See notes)	7/1/2010		\$17.27	\$10.14	\$27.41
Laborers (Class 04 - See notes)	7/1/2011		\$17.61	\$10.27	\$27.88
Laborers (Class 04 - See notes)	1/1/2012		\$17.61	\$10.87	\$28.48
Laborers (Class 04 - See notes)	1/1/2013		\$17.32	\$11.72	\$29.04
Laborers (Class 04 - See notes)	1/1/2014		\$17.32	\$12.62	\$29.94
Laborers (Class 04 - See notes)	1/1/2015		\$17.32	\$13.52	\$30.84
Landscape Laborer	7/1/2009		\$18.25	\$9.05	\$27.30
Landscape Laborer	7/1/2010		\$18.25	\$9.90	\$28.15
Landscape Laborer (Skilled)	7/1/2009		\$18.67	\$9.05	\$27.72
Landscape Laborer (Skilled)	7/1/2010		\$18.67	\$9.90	\$28.57
Landscape Laborer (Tractor Operator)	7/1/2009		\$18.97	\$9.05	\$28.02
Landscape Laborer (Tractor Operator)	7/1/2010		\$18.97	\$9.90	\$28.87
Millwright	5/1/2010		\$28.91	\$13.99	\$42.90
Millwright	5/1/2011		\$30.27	\$14.63	\$44.90
Millwright	5/1/2012		\$31.14	\$15.26	\$46.40
Millwright	5/1/2013		\$32.16	\$15.74	\$47.90
Millwright	5/1/2014		\$33.17	\$16.23	\$49.40
Operators (Class 01 - see notes)	7/1/2008		\$24.57	\$12.13	\$36.70
Operators (Class 01 - see notes)	7/1/2009		\$25.47	\$12.63	\$38.10
Operators (Class 01 - see notes)	7/1/2010		\$26.37	\$13.13	\$39.50
Operators (Class 01 - see notes)	7/1/2011		\$26.88	\$13.96	\$40.84
Operators (Class 01 - see notes)	8/28/2012		\$27.37	\$14.62	\$41.99
Operators (Class 01 - see notes)	7/1/2013		\$27.87	\$15.17	\$43.04

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	7/1/2014		\$28.37	\$15.72	\$44.09
Operators (Class 01 - see notes)	7/1/2015		\$28.97	\$16.22	\$45.19
Operators (Class 01 - see notes)	7/1/2016		\$29.57	\$16.77	\$46.34
Operators (Class 02 -see notes)	7/1/2008		\$21.89	\$12.13	\$34.02
Operators (Class 02 -see notes)	7/1/2009		\$22.79	\$12.63	\$35.42
Operators (Class 02 -see notes)	7/1/2010		\$23.69	\$13.13	\$36.82
Operators (Class 02 -see notes)	7/1/2011		\$24.20	\$13.96	\$38.16
Operators (Class 02 -see notes)	8/28/2012		\$24.50	\$14.62	\$39.12
Operators (Class 02 -see notes)	7/1/2013		\$24.85	\$15.17	\$40.02
Operators (Class 02 -see notes)	7/1/2014		\$25.20	\$15.72	\$40.92
Operators (Class 02 -see notes)	7/1/2015		\$25.65	\$16.22	\$41.87
Operators (Class 02 -see notes)	7/1/2016		\$26.10	\$16.77	\$42.87
Operators (Class 03 - see notes)	7/1/2008		\$20.34	\$12.13	\$32.47
Operators (Class 03 - see notes)	7/1/2009		\$21.24	\$12.63	\$33.87
Operators (Class 03 - see notes)	7/1/2010		\$22.14	\$13.13	\$35.27
Operators (Class 03 - See notes)	7/1/2011		\$22.65	\$13.96	\$36.61
Operators (Class 03 - see notes)	8/28/2012		\$22.85	\$14.62	\$37.47
Operators (Class 03 - see notes)	7/1/2013		\$23.10	\$15.17	\$38.27
Operators (Class 03 - see notes)	7/1/2014		\$23.35	\$15.72	\$39.07
Operators (Class 03 - see notes)	7/1/2015		\$23.70	\$16.22	\$39.92
Operators (Class 03 - see notes)	7/1/2016		\$24.05	\$16.77	\$40.82
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2008		\$19.94	\$12.13	\$32.07
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2009		\$20.84	\$12.63	\$33.47
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2010		\$21.74	\$13.13	\$34.87
Operators (Class 04 - Chief of Party (Surveying and Layout))	8/28/2012		\$22.45	\$14.62	\$37.07
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2013		\$22.70	\$15.17	\$37.87
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2014		\$22.95	\$15.72	\$38.67
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2015		\$23.30	\$16.52	\$39.82
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2016		\$23.65	\$16.77	\$40.42

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2008		\$18.94	\$12.13	\$31.07
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2009		\$19.84	\$12.63	\$32.47
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2010		\$20.74	\$13.13	\$33.87
Operators (Class 04 - Instrument Person (Surveying & Layout))	8/28/2012		\$21.45	\$14.62	\$36.07
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2013		\$21.70	\$15.17	\$36.87
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2014		\$21.95	\$15.72	\$37.67
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2015		\$22.30	\$16.22	\$38.52
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2016		\$22.65	\$16.77	\$39.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2008		\$18.49	\$12.13	\$30.62
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2009		\$19.39	\$12.63	\$32.02
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2010		\$20.29	\$13.13	\$33.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	8/28/2012		\$21.00	\$14.62	\$35.62
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2013		\$21.25	\$15.17	\$36.42
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2014		\$21.50	\$15.72	\$37.22
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2015		\$21.85	\$16.22	\$38.07
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2016		\$22.20	\$16.77	\$38.97
Painters Class 1 (see notes)	5/1/2013		\$23.07	\$11.92	\$34.99
Painters Class 1 (see notes)	5/1/2014		\$23.47	\$12.42	\$35.89
Painters Class 2 (see notes)	5/1/2011		\$24.05	\$11.32	\$35.37
Painters Class 2 (see notes)	5/1/2012		\$24.95	\$11.12	\$36.07
Painters Class 2 (see notes)	5/1/2013		\$24.95	\$11.92	\$36.87
Painters Class 2 (see notes)	5/1/2014		\$24.95	\$12.82	\$37.77
Painters Class 3 (see notes)	5/1/2011		\$28.05	\$11.32	\$39.37
Painters Class 3 (see notes)	5/1/2012		\$29.95	\$11.12	\$41.07
Painters Class 3 (see notes)	5/1/2013		\$29.95	\$11.92	\$41.87
Painters Class 3 (see notes)	5/1/2014		\$29.95	\$12.82	\$42.77
Pile Driver Divers (Building, Heavy, Highway)	1/1/2007		\$40.40	\$10.77	\$51.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2010		\$44.39	\$12.25	\$56.64

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pile Driver Divers (Building, Heavy, Highway)	1/1/2011		\$45.53	\$13.00	\$58.53
Pile Driver Divers (Building, Heavy, Highway)	1/1/2012		\$46.28	\$13.60	\$59.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2013		\$47.18	\$14.10	\$61.28
Plasterers	5/1/2009		\$22.48	\$14.18	\$36.66
Plasterers	5/1/2010		\$22.48	\$15.93	\$38.41
Plasterers	5/1/2011		\$22.73	\$17.68	\$40.41
Plasterers	5/1/2012		\$22.93	\$18.33	\$41.26
Plasterers	5/1/2013		\$23.03	\$19.08	\$42.11
Plumbers and Steamfitters	5/1/2013		\$33.22	\$21.56	\$54.78
Plumbers and Steamfitters	5/1/2014		\$33.97	\$22.16	\$56.13
Roofers (Composition)	5/1/2009		\$30.00	\$23.10	\$53.10
Roofers (Composition)	5/1/2010		\$30.75	\$24.95	\$55.70
Roofers (Composition)	5/1/2011		\$30.75	\$25.95	\$56.70
Roofers (Composition)	5/1/2012		\$31.05	\$26.95	\$58.00
Roofers (Composition)	5/1/2013		\$31.05	\$28.40	\$59.45
Roofers (Shingle, Slate, Tile)	5/1/2011		\$23.75	\$15.62	\$39.37
Roofers (Shingle, Slate, Tile)	5/1/2012		\$24.00	\$16.37	\$40.37
Sheet Metal Workers	6/1/2010		\$29.59	\$29.69	\$59.28
Sheet Metal Workers	6/1/2011		\$29.59	\$30.44	\$60.03
Sheet Metal Workers	6/1/2012		\$30.61	\$30.42	\$61.03
Sheet Metal Workers	6/1/2013		\$31.58	\$30.45	\$62.03
Sheet Metal Workers	1/6/2014		\$31.58	\$30.95	\$62.53
Sign Makers and Hangars	7/1/2009		\$24.17	\$15.99	\$40.16
Sign Makers and Hangars	5/21/2010		\$24.33	\$16.37	\$40.70
Sprinklerfitters	1/1/2010		\$33.85	\$17.60	\$51.45
Sprinklerfitters	1/1/2011		\$33.35	\$18.45	\$51.80
Sprinklerfitters	4/1/2011		\$34.18	\$18.45	\$52.63
Sprinklerfitters	1/1/2012		\$34.18	\$18.60	\$52.78
Sprinklerfitters	4/1/2012		\$35.21	\$18.65	\$53.86
Sprinklerfitters	1/1/2013		\$35.21	\$18.80	\$54.01

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sprinklerfitters	4/1/2013		\$33.03	\$20.12	\$53.15
Sprinklerfitters	7/1/2013		\$33.69	\$20.12	\$53.81
Sprinklerfitters	4/1/2014		\$34.36	\$20.47	\$54.83
Sprinklerfitters	4/1/2015		\$35.05	\$20.62	\$55.67
Terrazzo Finisher	5/1/2013		\$29.13	\$14.58	\$43.71
Terrazzo Finisher	5/1/2014		\$29.47	\$14.99	\$44.46
Terrazzo Setter	5/1/2013		\$28.39	\$17.54	\$45.93
Terrazzo Setter	5/1/2014		\$28.67	\$18.01	\$46.68
Tile & Marble Finisher	5/1/2013		\$24.62	\$12.73	\$37.35
Tile & Marble Finisher	5/1/2014		\$24.91	\$13.14	\$38.05
Tile & Marble Finisher	5/1/2015		\$25.55	\$13.30	\$38.85
Tile & Marble Finisher	5/1/2016		\$26.19	\$13.56	\$39.75
Tile & Marble Layer	5/1/2013		\$27.28	\$14.21	\$41.49
Tile & Marble Layer	5/1/2014		\$27.51	\$14.68	\$42.19
Tile & Marble Layer	5/1/2015		\$28.09	\$14.90	\$42.99
Tile & Marble Layer	5/1/2016		\$28.64	\$15.25	\$43.89
Truckdriver class 1(see notes)	1/1/2009		\$24.05	\$11.35	\$35.40
Truckdriver class 1(see notes)	1/1/2010		\$24.80	\$11.95	\$36.75
Truckdriver class 1(see notes)	1/1/2011		\$25.31	\$12.69	\$38.00
Truckdriver class 1(see notes)	1/1/2012		\$25.69	\$13.41	\$39.10
Truckdriver class 1(see notes)	1/1/2013		\$26.08	\$14.12	\$40.20
Truckdriver class 1(see notes)	1/1/2014		\$26.55	\$14.90	\$41.45
Truckdriver class 1(see notes)	1/1/2015		\$27.00	\$15.70	\$42.70
Truckdriver class 1(see notes)	1/1/2016		\$27.44	\$16.51	\$43.95
Truckdriver class 2 (see notes)	1/1/2009		\$24.23	\$11.44	\$35.67
Truckdriver class 2 (see notes)	1/1/2010		\$24.98	\$12.04	\$37.02
Truckdriver class 2 (see notes)	1/1/2011		\$25.49	\$12.78	\$38.27
Truckdriver class 2 (see notes)	1/1/2012		\$25.87	\$13.50	\$39.37
Truckdriver class 2 (see notes)	1/1/2013		\$26.24	\$14.23	\$40.47
Truckdriver class 2 (see notes)	1/1/2014		\$26.72	\$15.00	\$41.72
Truckdriver class 2 (see notes)	1/1/2015		\$27.18	\$15.79	\$42.97

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2016		\$27.61	\$16.61	\$44.22
Truckdriver class 3 (see notes)	1/1/2009		\$24.74	\$11.69	\$36.43
Truckdriver class 3 (see notes)	1/1/2010		\$25.49	\$12.29	\$37.78
Truckdriver class 3 (see notes)	1/1/2011		\$25.99	\$13.04	\$39.03
Truckdriver class 3 (see notes)	1/1/2012		\$26.37	\$13.76	\$40.13
Truckdriver class 3 (see notes)	1/1/2013		\$26.74	\$14.49	\$41.23
Truckdriver class 3 (see notes)	1/1/2014		\$27.21	\$15.27	\$42.48
Truckdriver class 3 (see notes)	1/1/2015		\$27.65	\$16.08	\$43.73
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter Welder	1/1/2009		\$27.99	\$12.16	\$40.15
Carpenter Welder	1/1/2010		\$28.94	\$12.56	\$41.50
Carpenter Welder	1/1/2011		\$29.18	\$13.57	\$42.75
Carpenter Welder	1/1/2012		\$29.45	\$14.40	\$43.85
Carpenter Welder	1/1/2013		\$29.83	\$15.12	\$44.95
Carpenter Welder	1/1/2014		\$30.68	\$15.52	\$46.20
Carpenter Welder	1/1/2015		\$31.31	\$16.14	\$47.45
Carpenter Welder	1/1/2016		\$32.14	\$16.56	\$48.70
Carpenters	1/1/2009		\$27.28	\$12.16	\$39.44
Carpenters	1/1/2010		\$28.23	\$12.56	\$40.79
Carpenters	1/1/2011		\$28.47	\$13.57	\$42.04
Carpenters	1/1/2012		\$28.74	\$14.40	\$43.14
Carpenters	1/1/2013		\$29.12	\$15.12	\$44.24
Carpenters	1/1/2014		\$29.97	\$15.52	\$45.49
Carpenters	1/1/2015		\$30.60	\$16.14	\$46.74
Carpenters	1/1/2016		\$31.43	\$16.56	\$47.99
Cement Finishers	1/1/2009		\$26.72	\$12.97	\$39.69
Cement Finishers	1/1/2010		\$27.62	\$13.42	\$41.04
Cement Finishers	1/1/2011		\$28.02	\$14.27	\$42.29
Cement Finishers	1/1/2012		\$28.22	\$15.17	\$43.39
Cement Finishers	1/1/2013		\$28.60	\$15.89	\$44.49
Cement Finishers	1/1/2014		\$29.45	\$16.29	\$45.74
Cement Finishers	1/1/2015		\$29.60	\$17.39	\$46.99
Cement Finishers	1/1/2016		\$29.75	\$18.49	\$48.24
Laborers (Class 01 - See notes)	1/1/2009		\$23.20	\$12.65	\$35.85
Laborers (Class 01 - See notes)	1/1/2010		\$23.65	\$13.55	\$37.20
Laborers (Class 01 - See notes)	1/1/2011		\$23.89	\$14.56	\$38.45
Laborers (Class 01 - See notes)	1/1/2012		\$23.97	\$15.58	\$39.55
Laborers (Class 01 - See notes)	1/1/2013		\$24.03	\$16.62	\$40.65
Laborers (Class 01 - See notes)	1/1/2014		\$24.13	\$17.77	\$41.90
Laborers (Class 01 - See notes)	1/1/2015		\$24.13	\$19.02	\$43.15

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 01 - See notes)	1/1/2016		\$24.13	\$20.27	\$44.40
Laborers (Class 02 - See notes)	1/1/2009		\$23.36	\$12.65	\$36.01
Laborers (Class 02 - See notes)	1/1/2010		\$23.81	\$13.55	\$37.36
Laborers (Class 02 - See notes)	1/1/2011		\$24.05	\$14.56	\$38.61
Laborers (Class 02 - See notes)	1/1/2012		\$24.13	\$15.58	\$39.71
Laborers (Class 02 - See notes)	1/1/2013		\$24.19	\$16.62	\$40.81
Laborers (Class 02 - See notes)	1/1/2014		\$24.29	\$17.77	\$42.06
Laborers (Class 02 - See notes)	1/1/2015		\$24.29	\$19.02	\$43.31
Laborers (Class 02 - See notes)	1/1/2016		\$24.29	\$20.27	\$44.56
Laborers (Class 03 - See notes)	1/1/2009		\$23.85	\$12.65	\$36.50
Laborers (Class 03 - See notes)	1/1/2010		\$24.30	\$13.55	\$37.85
Laborers (Class 03 - See notes)	1/1/2011		\$24.54	\$14.56	\$39.10
Laborers (Class 03 - See notes)	1/1/2012		\$24.62	\$15.58	\$40.20
Laborers (Class 03 - See notes)	1/1/2013		\$24.68	\$16.62	\$41.30
Laborers (Class 03 - See notes)	1/1/2014		\$24.78	\$17.77	\$42.55
Laborers (Class 03 - See notes)	1/1/2015		\$24.78	\$19.02	\$43.80
Laborers (Class 03 - See notes)	1/1/2016		\$24.78	\$20.27	\$45.05
Laborers (Class 04 - See notes)	1/1/2009		\$24.30	\$12.65	\$36.95
Laborers (Class 04 - See notes)	1/1/2010		\$24.75	\$13.55	\$38.30
Laborers (Class 04 - See notes)	1/1/2011		\$24.99	\$14.56	\$39.55
Laborers (Class 04 - See notes)	1/1/2012		\$25.07	\$15.58	\$40.65
Laborers (Class 04 - See notes)	1/1/2013		\$25.13	\$16.62	\$41.75
Laborers (Class 04 - See notes)	1/1/2014		\$25.23	\$17.77	\$43.00
Laborers (Class 04 - See notes)	1/1/2015		\$25.23	\$19.02	\$44.25
Laborers (Class 04 - See notes)	1/1/2016		\$25.23	\$20.27	\$45.50
Laborers (Class 05 - See notes)	1/1/2009		\$24.71	\$12.65	\$37.36
Laborers (Class 05 - See notes)	1/1/2010		\$25.16	\$13.55	\$38.71
Laborers (Class 05 - See notes)	1/1/2011		\$25.40	\$14.56	\$39.96
Laborers (Class 05 - See notes)	1/1/2012		\$25.48	\$15.58	\$41.06
Laborers (Class 05 - See notes)	1/1/2013		\$25.54	\$16.62	\$42.16
Laborers (Class 05 - See notes)	1/1/2014		\$25.64	\$17.77	\$43.41

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	1/1/2015		\$25.64	\$19.02	\$44.66
Laborers (Class 05 - See notes)	1/1/2016		\$25.64	\$20.27	\$45.91
Laborers (Class 06 - See notes)	1/1/2009		\$21.55	\$12.65	\$34.20
Laborers (Class 06 - See notes)	1/1/2010		\$22.00	\$13.55	\$35.55
Laborers (Class 06 - See notes)	1/1/2011		\$22.24	\$14.56	\$36.80
Laborers (Class 06 - See notes)	1/1/2012		\$22.32	\$15.58	\$37.90
Laborers (Class 06 - See notes)	1/1/2013		\$22.38	\$16.62	\$39.00
Laborers (Class 06 - See notes)	1/1/2014		\$22.48	\$17.77	\$40.25
Laborers (Class 06 - See notes)	1/1/2015		\$22.48	\$19.02	\$41.50
Laborers (Class 06 - See notes)	1/1/2016		\$22.48	\$20.27	\$42.75
Laborers (Class 07 - See notes)	1/1/2009		\$24.20	\$12.65	\$36.85
Laborers (Class 07 - See notes)	1/1/2010		\$24.65	\$13.55	\$38.20
Laborers (Class 07 - See notes)	1/1/2011		\$24.89	\$14.56	\$39.45
Laborers (Class 07 - See notes)	1/1/2012		\$24.97	\$15.58	\$40.55
Laborers (Class 07 - See notes)	1/1/2013		\$25.03	\$16.62	\$41.65
Laborers (Class 07 - See notes)	1/1/2014		\$25.13	\$17.77	\$42.90
Laborers (Class 07 - See notes)	1/1/2015		\$25.13	\$19.02	\$44.15
Laborers (Class 07 - See notes)	1/1/2016		\$25.13	\$20.27	\$45.40
Laborers (Class 08 - See notes)	1/1/2009		\$25.70	\$12.65	\$38.35
Laborers (Class 08 - See notes)	1/1/2010		\$26.15	\$13.55	\$39.70
Laborers (Class 08 - See notes)	1/1/2011		\$26.39	\$14.56	\$40.95
Laborers (Class 08 - See notes)	1/1/2012		\$26.47	\$15.58	\$42.05
Laborers (Class 08 - See notes)	1/1/2013		\$26.53	\$16.62	\$43.15
Laborers (Class 08 - See notes)	1/1/2014		\$26.63	\$17.77	\$44.40
Laborers (Class 08 - See notes)	1/1/2015		\$26.63	\$19.02	\$45.65
Laborers (Class 08 - See notes)	1/1/2016		\$26.63	\$20.27	\$46.90
Operators (Class 01 - see notes)	1/1/2009		\$26.09	\$14.44	\$40.53
Operators (Class 01 - see notes)	1/1/2010		\$26.89	\$14.99	\$41.88
Operators (Class 01 - see notes)	1/1/2011		\$27.39	\$15.74	\$43.13
Operators (Class 01 - see notes)	1/1/2012		\$27.79	\$16.44	\$44.23
Operators (Class 01 - see notes)	1/1/2013		\$28.19	\$17.14	\$45.33

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	1/1/2014		\$28.75	\$17.83	\$46.58
Operators (Class 01 - see notes)	1/1/2015		\$29.30	\$18.53	\$47.83
Operators (Class 01 - see notes)	1/1/2016		\$29.90	\$19.18	\$49.08
Operators (Class 02 -see notes)	1/1/2009		\$25.81	\$14.44	\$40.25
Operators (Class 02 -see notes)	1/1/2010		\$26.61	\$14.99	\$41.60
Operators (Class 02 -see notes)	1/1/2011		\$27.11	\$15.74	\$42.85
Operators (Class 02 -see notes)	1/1/2012		\$27.51	\$16.44	\$43.95
Operators (Class 02 -see notes)	1/1/2013		\$27.91	\$17.14	\$45.05
Operators (Class 02 -see notes)	1/1/2014		\$28.47	\$17.83	\$46.30
Operators (Class 02 -see notes)	1/1/2015		\$29.02	\$18.53	\$47.55
Operators (Class 02 -see notes)	1/1/2016		\$29.62	\$19.18	\$48.80
Operators (Class 03 - See notes)	1/1/2009		\$22.17	\$14.44	\$36.61
Operators (Class 03 - See notes)	1/1/2010		\$22.97	\$14.99	\$37.96
Operators (Class 03 - See notes)	1/1/2011		\$23.47	\$15.74	\$39.21
Operators (Class 03 - See notes)	1/1/2012		\$23.87	\$16.44	\$40.31
Operators (Class 03 - See notes)	1/1/2013		\$24.27	\$17.14	\$41.41
Operators (Class 03 - See notes)	1/1/2014		\$24.83	\$17.83	\$42.66
Operators (Class 03 - see notes)	1/1/2015		\$25.38	\$18.53	\$43.91
Operators (Class 03 - See notes)	1/1/2016		\$25.98	\$19.18	\$45.16
Operators (Class 04 - See notes)	1/1/2009		\$21.68	\$14.44	\$36.12
Operators (Class 04 - See notes)	1/1/2010		\$22.48	\$14.99	\$37.47
Operators (Class 04 - See notes)	1/1/2011		\$22.98	\$15.74	\$38.72
Operators (Class 04 - See notes)	1/1/2012		\$23.38	\$16.44	\$39.82
Operators (Class 04 - See notes)	1/1/2013		\$23.78	\$17.14	\$40.92
Operators (Class 04 - See notes)	1/1/2014		\$24.34	\$17.83	\$42.17
Operators (Class 04 - See notes)	1/1/2015		\$24.89	\$18.53	\$43.42
Operators (Class 04 - See notes)	1/1/2016		\$25.49	\$19.18	\$44.67
Operators (Class 05 - See notes)	1/1/2009		\$21.47	\$14.44	\$35.91
Operators (Class 05 - See notes)	1/1/2010		\$22.27	\$14.99	\$37.26
Operators (Class 05 - See notes)	1/1/2011		\$22.77	\$15.74	\$38.51
Operators (Class 05 - See notes)	1/1/2012		\$23.17	\$16.44	\$39.61

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 05 - See notes)	1/1/2013		\$23.57	\$17.14	\$40.71
Operators (Class 05 - See notes)	1/1/2014		\$24.13	\$17.83	\$41.96
Operators (Class 05 - See notes)	1/1/2015		\$24.68	\$18.53	\$43.21
Operators (Class 05 - See notes)	1/1/2016		\$25.28	\$19.18	\$44.46
Piledrivers	1/1/2009		\$28.85	\$12.00	\$40.85
Piledrivers	1/1/2010		\$29.95	\$12.25	\$42.20
Piledrivers	1/1/2011		\$30.35	\$13.10	\$43.45
Piledrivers	1/1/2012		\$30.85	\$13.70	\$44.55
Piledrivers	1/1/2013		\$31.45	\$14.20	\$45.65
Piledrivers	1/1/2014		\$31.45	\$15.45	\$46.90
Piledrivers	1/1/2015		\$31.74	\$16.41	\$48.15
Piledrivers	1/1/2016		\$32.03	\$17.37	\$49.40
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2010		\$30.27	\$26.09	\$56.36
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2012		\$34.87	\$26.86	\$61.73
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2013		\$36.02	\$27.73	\$63.75

Notes:

If you can not find a classification under Heavy/Highway please refer to the Building classifications.

The Bureau of Labor Law Compliance updated its Pennsylvania Building Journeyman Laborer Notes to clarify existing tasks performed throughout the Commonwealth. The "Building Laborer Notes" link on the Bureau's website provides a list of those tasks that should be read in conformity with custom and usage of the construction industry in the geographic region in which they are utilized.

For further information on construction types review the ["Notes as Referenced in Predeterminations"](#) on the Labor and Industry Website. Go to www.dli.state.pa.us, scroll down to the picture labeled "Labor Law Compliance" and click the picture. Then scroll down on the left menu and click on the "Prevailing Wage" link.

SECTION 011000 - SUMMARY OF WORK

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. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities & Controls" for requirements for temporary utilities, support facilities, and security and protection.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of selective demolition of portions of the existing Vehicle Maintenance Lab to convert the space into a Allied Health Lab. The Project also consists of selective demolition of the Cosmetology lab and new construction.

Generally, the new construction consists of interior masonry construction, , masonry veneer, exterior metal wall panels, aluminum windows, storefront system, casework and interior finishes along with the specified mechanical, electrical, plumbing and fire protection systems.

- 1. Project Location: Renovations to Franklin County CTC
2463 Loop Rd Chambersburg, PA 17202
- 2. Owner: Franklin County Technical School Authority
2463 Loop Rd Chambersburg, PA 17202
- 3. On-site Project Manager: Jeff Daugenbaugh and Kevin Weller
2463 Loop Rd Chambersburg, PA 17202
- 4. The Contract Documents, dated April 30, 2014 were prepared for the Project by Crabtree, Rohrbaugh & Associates, 401 E. Winding Hill Road, Mechanicsburg, PA. 17055, phone: (717) 458-0272, fax: (717) 458-0047.

1.4 CONTRACTS

- A. The Project will be constructed under a multiple prime-contracting contract arrangement.

- B. Prime Contracts are separate contracts between the Owner and separate contractors, representing significant construction activities. Each prime contract is performed concurrently with and closely coordinated with construction activities performed on the Project under other prime contracts. The prime contracts for the Project include:

CONTRACT NAME	CONTRACT NUMBER	ABBREVIATION
1. General Construction	2776-1	GC
2. HVAC Construction	2776-2	HVAC
3. Plumbing Construction	2776-3	PC
4. Electrical Construction	2776-4	EC

The Owner reserves the right to award additional prime contracts or to perform construction operations with its own forces on portions of the project.

- C. Prime Contract Work: Each prime contract is summarized as follows:

1. **Contract 2776-1:** The General Construction Contract includes architectural, civil, and structural construction, plus other construction operations traditionally recognized as General Construction. This Contract also includes administrative and coordination responsibilities. Work under this prime contract includes, but is not limited to, the following:

- a. All General Construction work indicated on these Contract Documents.
- b. All work as described in the following Specification Sections:

Division 0 – Bidding and Contract Requirements	All Sections
Division 1 – General Requirements	All Sections
Division 4 – Masonry	All Sections
Division 6 – Woods and Plastics	All Sections
Division 7 – Thermal and Moisture Protection	All Sections
Division 8 – Doors and Windows	All Sections
Division 9 – Finishes	All Sections
Division 10 – Specialties	All Sections
Division 11 – Equipments	All Sections
Division 15 – Plumbing and HVAC Construction	No Specific Sections*
*see note 'c' below	
Division 16 – Electrical Construction	No Specific Sections*
*see note 'c' below	

- c. Where Specification Sections included in the Scope of this Prime Contract reference provisions of Specification Sections of another Prime Contract, those provisions shall be included in the Work of this Prime Contract as if the referenced Specification Sections are included in their entirety in the Specification Sections for this Prime Contract.
2. **Contract 2776-2:** The Heating, Ventilating, and Air-Conditioning Contract includes the furnishing and installation of the heating, ventilating, and air-conditioning systems and the temperature control system, plus other construction operations traditionally recognized as HVAC Construction. Work under this prime contract includes, but is not limited to, the following:

- a. All HVAC Construction work indicated on these Contract Documents.
- b. All work described in the following Specification Sections:

Division 0 – Bidding and Contract Requirements	All Sections
Division 1 – General Requirements	All Sections
Divisions 2 through 14 (General Construction)	No Specific Sections*
*see note 'c' below	
Division 15 – Plumbing and HVAC Construction	All HVAC-related Sections
Division 16 - Electrical Construction	No Specific Sections*
*see note 'c' below	

- c. Where Specification Sections included in the Scope of this Prime Contract reference provisions of Specification Sections of another Prime Contract, those provisions shall be included in the Work of this Prime Contract as if the referenced Specification Sections are included in their entirety in the Specification Sections for this Prime Contract.

3. **Contract 2776-3:** The Plumbing Contract includes the furnishing and installation of all plumbing equipment, accessories and piping systems, plus other construction operations traditionally recognized as Plumbing Construction. Work under this prime contract includes, but is not limited to, the following:

- a. All Plumbing Construction work indicated on these Contract Documents.
- b. All work described in the following Specification Sections:

Division 0 – Bidding and Contract Requirements	All Sections
Division 1 – General Requirements	All Sections
Divisions 2 through 12 and 14 (General Construction)	No Specific Sections*
*see note 'c' below	
Division 13 – Special Construction	All Plumbing Related Sections
Division 15 – Plumbing and HVAC Construction	All Plumbing Related Sections
Division 16 - Electrical Construction	No Specific Sections*
*see note 'c' below	

- c. Where Specification Sections included in the Scope of this Prime Contract reference provisions of Specification Sections of another Prime Contract, those provisions shall be included in the Work of this Prime Contract as if the referenced Specification Sections are included in their entirety in the Specification Sections for this Prime Contract.

4. **Contract 2776-4:** The Electrical/Data Networking Contract includes the furnishing and installation of the electrical power distribution, lighting, and special systems, plus other construction operations traditionally recognized as Electrical Construction. Work under this prime contract includes, but is not limited to, the following:

- a. All Electrical Construction work indicated on these Contract Documents.
- b. All work described in the following specification sections.

Division 0 – Bidding and Contract Requirements	All Sections
Division 1 – General Requirements	All Sections
Divisions 2 through 14 (General Construction) *see note 'c' below	No Specific Sections*
Division 15 – Plumbing and HVAC Construction *see note 'c' below	No Specific Sections*
Division 16 - Electrical Construction	All Sections

- c. Where Specification Sections included in the Scope of this Prime Contract reference provisions of Specification Sections of another Prime Contract, those provisions shall be included in the Work of this Prime Contract as if the referenced Specification Sections are included in their entirety in the Specification Sections for this Prime Contract.
- D. Definition of Extent of Prime Contract Work: The Contract Documents indicate the extent of each prime contract. Except where the Contract Documents contain a more specific description, general names and terminology on the Drawings and in the Specification Sections determine which prime contract includes a specific element of the Project.
- E. Local custom and trade union jurisdictional settlements do not control the scope of Work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.

1.4 PRIME CONTRACTORS USE OF PREMISES

- 1. General: During the construction period the prime contractors jointly shall have full use of the premises for construction operations, including use of the site. Each prime contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- 2. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - a. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - b. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, users, deliveries, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

F. OCCUPANCY REQUIREMENTS

- 1. Partial Owner Occupancy: The Owner may occupy and place installed equipment in completed areas of the building prior to Substantial Completion.

Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

- a. The Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
- b. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
- c. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
- d. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

1.3 DEFINITIONS

- A. Definition: An alternate is an amount proposed by a bidder and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the NET addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. GENERAL CONSTRUCTION - ALTERNATES

GC-1 Allied Health Classroom: State the amount to be added to the Contract to provide a painted gypsum wall board partition, windows and door as shown on the drawings as an alternate to create Classroom 108. The Base Bid shall include all finishes to complete the Allied Health Lab 107 without the classroom walls.

GC-2 Cosmetology Casework: State the amount to be added to the Contract to demolish the existing casework in Classroom 103 and install new casework in Room 103 and 100 as shown on the drawings as an alternate.

B. HVAC CONSTRUCTION – ALTERNATES

HC-1 Allied Health Classroom 108: State the amount to be added to the Contract to separate the HVAC for Classroom 108 as shown on the drawings as an alternate to create Classroom 108. The Base Bid shall include provide HVAC for the Allied Health Lab 107 without the separation.

C. ELECTRICAL CONSTRUCTION – ALTERNATES

EC-1 Allied Health Classroom 108: State the amount to be added to the Contract to separate the electrical system for Classroom 108 as shown on the drawings as an alternate to create Classroom 108. The Base Bid shall include provide the electrical system for the Allied Health Lab 107 without the separation.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
 - 1. Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each prime contractor.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

- A. The Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Products considered to be able to perform the same function but not necessarily have the same design, arrangement, details, utility requirements and/or dimensions. Changes in products, materials, and equipment required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Revisions to the Contract Documents requested by the Owner or Architect.
 - 2. Specified options of products or "approved equals" as permitted and included in the Contract Documents.
 - 3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBSTITUTIONS

- A. Substitution Request: The Architect will consider requests for substitutions if received within 60 days AFTER Notice to Proceed. Requests received more than 60 days after Notice to Proceed may be considered or rejected at the discretion of the Architect. The Architect will only consider requests for substitution submitted by the Prime Contractor whose work is involved. No substitution requests will be considered from manufacturer's representatives or product vendors unless submitted through a prime contractor. **No substitution requests will be considered during the bid period. Bids shall be based on products from one of the manufacturers specified or an "or equal" product.**
1. Transmit three (3) copies of each request for substitution for consideration. Requests shall be on the Substitution Request Form found at the end of this Section. Requests not meeting this procedural requirement will be returned with **no action taken.**
 2. Identify the product to be substituted in each request. Include related Specification Section and Drawing numbers.
 3. Respond to all of the following items. Attach to the Substitution Request Form:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and/or separate Contractors, that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on the overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to all requirements of the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
 - i. The Contractor's Certification that all costs of other Prime Contractors which are covered by the substitution will be borne by the substituting Contractor.
 4. Architect's Action: The Architect will notify the Contractor of acceptance or rejection of the substitution within two (2) weeks of receipt of the request. If necessary, the Architect will request additional information or documentation for evaluation within one (1) week of receipt of a request.
 - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated. Following

acceptance of the substitution, the Contractor shall submit related information and product data in accordance with Section 01300-Submittals.

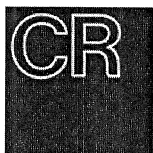
- B. Conditions for Consideration: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. Requests will be returned with **no action taken** if none of the following conditions are satisfied.
1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The specified product cannot be provided within the Contract Time. The Architect will not consider the request if the product cannot be provided as a result of the Contractor's failure to pursue the Work promptly.
 4. The requested substitution offers the Owner a substantial advantage, in cost, time, or energy conservation.
 5. The specified product cannot receive necessary approval by a governing authority.
 6. The specified product cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 7. The specified product cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 8. The specified product cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- C. Conditions for Acceptance: Following evaluation by the Architect and in accordance with a Change Order, the Contractor may make a substitution only with the consent of the Owner.

END OF SECTION 012500

SUBSTITUTION REQUEST FORM
(Attach to all requests for substitution)

PROJECT NAME AND NUMBER _____

ARCHITECT



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
_____	_____	_____

PROPOSED SUBSTITUTION _____

The attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

The attached data also includes description of changes to the Contract Documents which the requested substitution will require for its proper installation.

The Contractor certifies that the following paragraphs, unless modified on attachments, are correct:

1. The requested substitution does not affect the dimensions shown on the Drawings.
2. The requested substitution does not change the building design, including engineering design or detailing.
3. The requested substitution has no adverse effect (including additional scope of work or cost increase) on any other trades, the Contractor's Construction Schedule or any specified warranty requirements.
4. Maintenance and service parts will be locally available for the requested substitution.
5. The requested substitution offers the Owner a substantial advantage, in cost, time, or energy conservation.

The Contractor further certifies that the function, appearance, quality and warranty of the requested substitution are equivalent or superior to those of the specified item.

CONTRACTOR'S CERTIFICATION:

Signature: _____

Date: _____

Firm: _____

Proposed Credit:

Address: _____

\$ _____

Attachments:

SECTION 012600 - MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
 - 1. Multiple Prime Contracts: Provisions of this Section apply to the work of each prime contractor.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 2. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
 - 3. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
 - 4. Division 1 Section "Substitutions" for administrative procedures for handling requests for substitutions.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.

2. Within 14 calendar days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in Division 1 Section "Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine a change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor.

END OF SECTION 012600

SECTION 012700 - 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 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building.
 - 2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 3. Division 7 Section "Firestop Systems" for patching fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair Work required to restore surfaces to original conditions after installation of other Work.

1.4 GENERAL

- A. Build sleeves and anchors into the Work for the proper engagement of the Work.
- B. Provide chases, openings and recesses in the new Work.
- C. Perform all cutting necessary to install Work. Cutting of structural members will not be permitted except by written permission of the Architect.
- D. Repair, at own expense, all surfaces cut into or damaged as a result of Work.
- E. All cutting and patching that is unnecessary, excessive or carelessly done and cutting of new construction made necessary by ill-timed Work shall be repaired at own expense. All such repairing shall be accomplished by skilled mechanics of the proper trade and to the satisfaction of the Architect.

1.5 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least seven (7) days prior to the required Cutting and Patching Conference, requesting approval to proceed. Include the following information:
1. Extent: Describe cutting and patching, show how it will be performed, and indicate why it cannot be avoided.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 3. Products: List products to be used and firms or entities that will perform the Work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 7. Approval: Obtain approval of the cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory Work.

1.6 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
1. Primary operational systems and equipment.
 2. Mechanical systems piping and ducts.
 3. Control systems.
 4. Communication systems.
 5. Electrical wiring systems.
 6. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.

3. Exterior storefront construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise and vibration control elements and systems.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Meet at the Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review the previously submitted Cutting and Patching Proposal and areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding with Work.

1.7 WARRANTY

- A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that in the Architect's opinion, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Utility Services and Mechanical/Electrical Systems: Where services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled Workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with seams that are invisible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean surfaces, piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 012700

SECTION 012900 - APPLICATIONS FOR PAYMENT
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

- 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

- B. Related Sections: The following Sections contain requirements that relate to this Section.

- 1. Division 1 Section "Submittals" for the Contractor's Construction Schedule and the Submittal Schedule.
- 2. Division 0 Section "Supplementary General Conditions" for requirements related to Payments and Completion.

- C. Attachments: The following documents are attached to the end of this Section.

- 1. Partial Waiver and Release of Mechanics Lien Claims.
- 2. Initial Statement of Contract Value
- 3. Stipulation Against and Waiver of Liens.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

- B. Coordination: Each Prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.

- 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- a. Contractor's Construction Schedule.
- b. Application for Payment forms, including Continuation Sheets.
- c. List of subcontractors.
- d. Schedule of alternates.
- e. List of products.
- f. List of principal suppliers and fabricators.
- g. Schedule of submittals.

2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.
 3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: 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.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section and Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items.
 4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site (if permitted by Owner). Include requirements for insurance and bonded warehousing, if required.
 6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the 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. Each Application for Payment MUST include an attached, executed Partial Waiver and Release of Mechanics Lien Claims Form.
 - a. The Contractor shall be responsible to have each subcontractor under his Contract, execute the attached Stipulation Against and Waiver of Liens prior to submittal of the initial Application for Payment.
- B. Payment-Application Times: Draft applications for progress payments shall be presented to the Architect no later than the 25th of each month. The Architect will comment and return to the Contractor for final submission no later than the first of the following month. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were 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.
 3. Include an updated, executed copy of the Partial Waiver and Release of Mechanics Lien Claims Form.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Initial Application for Payment: Administrative actions and/or submittals, that must precede or coincide with submittal of the initial Application for Payment, include the following:
 1. Secure a Stipulation Against and Waiver of Liens Form from each subcontractor.
 2. Execute an Initial Statement of Contract Value.
 3. List of subcontractors.

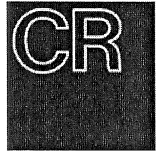
4. List of principal suppliers and fabricators.
 5. Schedule of Values.
 6. Contractor's Construction Schedule (preliminary if not final).
 7. Schedule of principal products.
 8. List of Contractor's staff assignments.
 9. Copies of building permits.
- G. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and/or submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Startup performance reports.
 - f. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - g. Final cleaning.
 - h. Application for reduction of retainage and consent of surety.
 - i. Advice on shifting insurance coverages.
 - j. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- H. Final Payment Application: Administrative actions and/or submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Execute a Contractor's Affidavit of Release of Liens Form (AIA Document G706A).
 2. Completion of Project closeout requirements.
 3. Completion of items specified for completion after Substantial Completion.
 4. Ensure that unsettled claims will be settled.
 5. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 6. Transmittal of required Project construction records to the Owner.
 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.

END OF SECTION 012900

**PARTIAL WAIVER AND RELEASE
OF MECHANICS LIEN CLAIMS**

(Must be executed and attached to Every Application for Payment)

OWNER: _____



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

ARCHITECT: _____

CONTRACTOR: _____

PROJECT: _____
(legal description attached hereto as Exhibit "A")

PAYMENT AMOUNT: _____

PAYMENT DATE: _____

ORIGINAL CONTRACT AMOUNT: _____

VALUE OF APPROVED CHANGE ORDERS: _____

For and in consideration of the Payment cited above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor does hereby waive, release, and relinquish any and all rights, claims, demands, liens, mechanics liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may have in the future, arising out of any payment due or alleged to be due for any Contractor work, labor, or materials provided in connection with the Project, through the date hereof.

CONTRACTOR ACKNOWLEDGES THAT ANY CLAIM CONTRACTOR HAS HEREAFTER RELATING TO PAYMENT OR DEMANDS FOR PAYMENT SHALL BE LIMITED TO THE DIFFERENCE BETWEEN THE ORIGINAL CONTRACT AMOUNT AS MODIFIED BY THE VALUE OF APPROVED CHANGE ORDERS LESS THE AMOUNT PAID TO CONTRACTOR THROUGH THE DATE OF ANY SUCH CLAIM.

The Contractor warrants that it has not and will not assign any claims for payment or right to perfect any lien against Owner or Project and further warrants that it has the right to execute this waiver and release. Furthermore, Contractor hereby agrees to defend, indemnify and hold harmless Owner from and against all damages and costs that arise from any other entity or person claiming entitlement through the Contractor through the Payment Date.

In order to induce Owner to make the Payment referenced herein, the Contractor also warrants and certifies that it has made full payment of any amounts due or claimed to be due through the Payment Date to any person or entity who has supplied materials or labor in connection with the Project.

The undersigned agrees that the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver.

The undersigned further agrees that the making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Owner.

IN WITNESS WHEREOF, on behalf of the undersigned, the Contractor executes this Partial Waiver and Release on the date first written above.

CONTRACTOR: _____

By: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

My commission expires: _____

Notary Public

INITIAL STATEMENT OF CONTRACT VALUE

(To be executed by each Prime Contractor and submitted to the Architect for filing)

ARCHITECT:



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

OWNER: _____

In the Court of Common Pleas _____ County, Pennsylvania

Plaintiffs :

:

v.

:

No. _____

:

PRIME CONTRACTOR: _____

:

Defendant :

PRIME CONTRACTOR: _____

:

Plaintiff :

:

v.

:

:

OWNER: _____

:

Defendant :

NOTICE PURSUANT TO 49 P.S. §1405

1. Owner is the legal or equitable owners of certain real estate known as ADDRESS by deed dated DATE, and recorded DATE, in the Office of the Recorder of Deeds of County, Pennsylvania, in Book ____, page __ (hereinafter the "Property").
2. Prime Contractor, is the "Contractor" as defined in 49 P.S. §1201, Pennsylvania Mechanics' Lien Law of 1963.
3. Owner and Contractor have entered into a contract for the construction of a building on the Property (hereinafter the "Contract") in which Owner is the Owner as defined in 49 P.S. §1201, Pennsylvania Mechanics' Lien Law of 1963, and Prime Contractor is the Contractor.

4. For the specific purpose of limiting the potential mechanics lien claims of Owner's or Prime Contractor's subcontractors as against the Owner to any such subcontractor's/claimant's pro-rata share of the unpaid balance of the contract price set forth in the Contract, the parties hereto file this Notice.
5. The Contract is dated _____ by and between the Owner and the Contractor.
6. The Contract contemplates the construction of a building containing approximately _____ square feet to be constructed on the Property.
7. The total price of the Contract, as modified hereafter by any material change orders, is _____.
8. Any claim by any subcontractor/claimant shall be limited to its pro-rata share of the contract price remaining unpaid at the time notice of intention to file any such claim is first given to the Owner.

By: Owner

By: _____
Authorized Officer

By: Prime Contractor

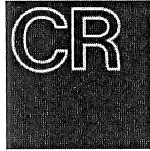
By: _____
Authorized Officer

STIPULATION AGAINST AND WAIVER OF LIENS

(Executed by the Prime Contractor and each Subcontractor prior to submittal of the INITIAL Application for Payment)

(Each Prime Contractor shall attain and file this Stipulation for each of their respective Subcontractors)

ARCHITECT:



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

This instrument is executed this ____ day of _____, 20__ , by and between

_____ and
("Contractor")

_____ in favor of
("Subcontractor")

("Owner")

WITNESSETH:

1. Contractor is a Contractor within the meaning of the Mechanics Lien Law of 1963.
2. Owner and Contractor have entered into a certain contract (herein "Contract") in connection with the construction of _____, Pennsylvania (herein "Project").
3. Contractor and Subcontractor have entered into a certain agreement by which Subcontractor will provide labor or materials to Contractor or Owner in connection with the construction of the Project.
4. Pursuant to 49 P.S. §1401(b)(2), Contractor has posted a bond guaranteeing payment for labor and materials provided by Subcontractor, and Subcontractor, for itself, its owners, shareholders, members, employees, partners, successors, and assigns, intends by this document to waive its right to file any claim whatsoever against the Project.
5. Subcontractor agrees that to the fullest extent permitted by law, no mechanics' or materialmen's liens shall be filed or maintained against the estate or title of Owner of the Project or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it, including subcontractors of Subcontractor, for or on account of any work, labor or materials supplied in the performance of the work under the Contract or under any supplemental contract or for extra work.

6. Subcontractor agrees that this agreement shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract and for any extra work in connection with the above-described Project.
7. Subcontractor agrees that it will indemnify, defend, and hold harmless Contractor and Owner from it against any claims, including mechanics' lien claims raised by any subcontractor, supplier, or materialman of Subcontractor, including, without limitation, any subcontractor as that term is defined in the Pennsylvania Mechanics' Lien Law of 1963, as amended.
8. Subcontractor agrees that in the event it violates any provision of this Stipulation Against and Waiver of Liens, Subcontractor shall be liable to Contractor and Owner for all expenses and costs incurred in the defense of or payment of any claim brought by any person, to the extent the Subcontractor has indemnified Contractor and Owner against such a claim, including without limitation, attorneys fees and court costs.
9. To give Owner full power and authority to protect itself, the Project, the estate, or title of Owner therein, and the appurtenances thereto, against any and all liens filed by anyone acting under or through Subcontractor in violation of the terms of this agreement, Subcontractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for it in any such Court, and in its name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of Subcontractor any and all lien or liens filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and Subcontractor hereby remises, releases and quitclaims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.
10. Contractor must attach a copy of the Legal Description of Project property to this form prior to submittal to the Architect.

IN WITNESS WHEREOF, Contractor has executed this instrument as of the day and year first above written.

CONTRACTOR: _____

By: _____

Its: _____

SUBCONTRACTOR: _____

By: _____

Its: _____

SECTION 013100 – PROJECT 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. This Section includes administrative and supervisory requirements necessary for coordinating construction operations on the Project to be collectively fulfilled by the prime Contractors including, but not limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination drawings.
4. Administrative and supervisory personnel.
5. Cleaning and protection.

- B. Where applicable, each Prime Contractor shall participate in these coordination requirements. The General Contractor shall be assigned the responsibility for overall coordination.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Field Engineering" specifies procedures for field-engineering services, including establishment of benchmarks and control points.
2. Division 1 Section "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
3. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
4. Division 1 Section "Contract Closeout" for coordinating contract closeout.
5. Division 4 Section "Unit Masonry Assemblies".

1.3 GENERAL PROJECT COORDINATION PROCEDURES

- A. The General Contractor is designated as the Lead Prime Contractor for the Project. Each Prime Contractor shall coordinate its construction activities with those of the other prime contractors and other entities involved to assure efficient and orderly installation of each part of the Work. Each Prime Contractor shall coordinate its operations with operations included under different Sections of the Specifications that depend on each other for proper installation, connection, and operation.

1. Each Prime Contractor shall schedule its construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Where availability of space is limited, each Prime Contractor shall coordinate installation of different components with other prime contractors to assure maximum accessibility for required maintenance, service, and repair.
 3. Each Prime Contractor shall make adequate provisions to accommodate items scheduled for later installation.
- B. Each Prime Contractor shall participate in these coordination requirements. Each Prime Contractor shall advise the Owner and Architect of overall coordination progress. When necessary, such as in congested spaces where multiple prime contracts are involved, the prime contractors shall meet with the Owner and Architect and other prime contractors involved to resolve critical coordination areas. Specific responsibilities are assigned to each prime contractor.
- C. The Owner will not consider requests for additional time or compensation associated with direction provided to prime contractors in response to coordination, questions, or disputes.
- D. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their Work is required.
- E. Administrative Procedures: Each Prime Contractor shall coordinate scheduling and timing of its required administrative procedures with other construction activities and activities of other prime contractors to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Progress meetings.
 5. Project closeout activities.

1.4 CONSERVATION

- A. Each Prime Contractor shall coordinate construction activities to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.5 COORDINATION DRAWINGS

- A. Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Refer to Division 4 for Masonry Preinstallation Shop Drawing requirements to include specific Coordination Drawing components and equipment interface issues.
 2. Refer to Division 15 and Division 16 Sections for specific coordination drawing requirements for mechanical and electrical installations.
 3. Responsibility: All Prime Contractors shall participate in the preparation of coordination drawings within the building envelope. The HVAC Contractor shall have the lead role in this process and shall initiate coordination drawings by producing preliminary 1/4" scale drawings, by building section, in electronic format. Electronic background drawing files in the format specified in the Electronic Media Agreement found as an attachment to Division 1 Section "Submittals" are available from the Architect for a fee. These background drawings shall include walls, partitions, structural elements, finished floor elevations, dimensions, duct, piping, and equipment locations and layout. Electronic drawings shall be forwarded to the other Prime Contractors, one at a time, in an order established by the General Contractor, for inclusion, layout and interface of all relative equipment, material and penetrations associated with the Work.

Upon completion of the preliminary coordination drawings, the HVAC Contractor shall schedule a coordination meeting with all Prime Contractors in order to resolve all interference issues. This meeting shall be held in accordance with Division 1 Section "Project Meetings". Altering structural elements, bearing elevations, established dimensions, partition locations and ceiling/bulkhead heights or any other aesthetic effect is prohibited without the consent of the Architect. Upon resolution of all interference issues, the HVAC Contractor shall revise the coordination drawings as required, and upon acceptance by all Prime Contractors, the HVAC Contractor will issue a set of final coordination drawings to all Prime Contractors, the Owner and the Architect.

Utility sleeve locations through foundation walls shall be coordinated in the field by the involved Prime Contractors in order to ensure project continuity. Utility sleeve locations may be included on the coordination drawings only to the extent to establish piping entry locations.

Coordination drawings shall be completed within 60 calendar days of the Notice to Proceed. The Prime Contractors will include coordination drawings in their Contract Price and shall indicate the value of this effort as a line item on the Schedule of Values.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to its full-time on site Project Superintendent, each Prime Contractor shall provide other administrative and supervisory personnel, as required for proper performance of the Work. Include special personnel required for coordination of operations with other Prime Contractors.
- B. Project Coordinator: The Contractor for General Construction shall provide a full-time Project Coordinator, experienced in administration and supervision of building construction, including mechanical and electrical work. The Project Coordinator shall be authorized to act as the coordinator of construction activities between the separate Prime Contracts.
 - 1. Construction activities requiring coordination by the Project Coordinator include, but are not limited to, the following:
 - a. Scheduling and sequencing the Work.
 - b. Sharing access to work spaces.
 - c. Installations.
 - d. Protection of each other's work.
 - e. Cutting and patching.
 - f. Selections for compatibility.
 - g. Coordination drawings.
 - h. Inspections and tests.
 - i. Temporary services and facilities.
 - j. Daily project clean up activities
- C. Plumbing, HVAC and Electrical Representative: The Plumbing, HVAC and Electrical Contractors shall provide representatives experienced in coordination of mechanical and electrical construction. This experience shall include coordination of the type of operations required for this Project.
- D. Staff Names: Within 15 calendar days of commencement of construction operations, each Prime Contractor shall submit a list of its principal staff assignments, including the Superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
 - 1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: The Prime Contractor involved shall require the Installer of each major component to inspect both the substrate and conditions under which work

is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place during handling and installation. Apply protective covering where required to assure protection from damage or deterioration until Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Each Prime Contractor shall supervise its construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessively high or low temperatures.
 - 2. Thermal shock.
 - 3. Excessively high or low humidity.
 - 4. Air contamination or pollution.
 - 5. Water or ice.
 - 6. Solvents.
 - 7. Chemicals.
 - 8. Light.
 - 9. Radiation.
 - 10. Puncture.
 - 11. Abrasion.
 - 12. Heavy traffic.
 - 13. Soiling, staining, and corrosion.
 - 14. Bacteria.
 - 15. Rodent and insect infestation.
 - 16. Combustion.
 - 17. Electrical current.
 - 18. High-speed operation.
 - 19. Improper lubrication.
 - 20. Unusual wear or other misuse.
 - 21. Contact between incompatible materials.
 - 22. Destructive testing.
 - 23. Misalignment.
 - 24. Excessive weathering.
 - 25. Unprotected storage.
 - 26. Improper shipping or handling.
 - 27. Theft.
 - 28. Vandalism.

Any Work subjected to such exposures shall be tested, corrected and/or replaced at the expense of the responsible Prime Contractor, in accordance with the "General Conditions of the Contract for Construction".

- D. Daily project clean up shall be the responsibility of each Prime Contractor.

END OF SECTION 013100

SECTION 013150 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Preinstallation conferences.
 - 3. Progress meetings.
 - 4. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Project Coordination" for procedures for coordinating project meetings with other construction activities.
 - 2. Division 1 Section "Submittals" for submitting the Contractor's Construction Schedule.

1.3 PRECONSTRUCTION CONFERENCE

- A. Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, within 15 calendar days of the Notice to Proceed. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and other requirements of the Prime Contractors.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its Superintendent; major subcontractors; manufacturers; and suppliers. All participants at the Preconstruction Conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance including the following:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.

6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, Product Data, and Samples.
8. Preparation of record documents.
9. Use of the premises.
10. Parking availability.
11. Office, work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Daily clean up activities.
17. Working hours.

1.4 PREINSTALLATION CONFERENCES

- A. The responsible Prime Contractor shall conduct a preinstallation conference at the Project Site before each construction activity that requires coordination with other construction and as required by specific specification Sections.
- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.
 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop Drawings, Product Data, and quality-control samples.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities.
 - q. Space and access limitations.
 - r. Governing regulations.
 - s. Safety.
 - t. Inspecting and testing requirements.
 - u. Required performance results.
 - v. Recording requirements.

- w. Protection.
- 2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
- 3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. The Architect shall conduct progress meetings at the Project Site at bi-weekly intervals, unless otherwise needed.
- B. Attendees: In addition to representatives of the Owner and the Architect, *IT IS MANDATORY THAT EACH PRIME CONTRACTOR BE REPRESENTED AT THESE MEETINGS*. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
 - 2. Review the present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Status of submittals.
 - e. Deliveries.
 - f. Off-site fabrication problems.
 - g. Access.
 - h. Site utilization.
 - i. Temporary facilities and services.
 - j. Hours of work.
 - k. Hazards and risks.
 - l. Daily clean up activities.
 - m. Quality and work standards.
 - n. Change Orders.
 - o. Documentation of information for payment requests.
- D. Reporting: Minutes will be distributed by the Architect 3 calendar days prior to the next meeting to each party present and to parties who should have been present.

1. Schedule Updating: Refer to Division 1 Section "Construction Progress Documentation" for requirements. Issue the revised schedule concurrently with the report of each meeting.

1.6 COORDINATION MEETINGS

- A. The Lead Prime Contractor shall conduct coordination meetings a minimum of once every two weeks. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings. *IT IS MANDATORY THAT EACH PRIME CONTRACTOR BE REPRESENTED AT THESE MEETINGS.*
- B. Record meeting minutes and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting. In addition, the Owner and Architect shall receive copies of these meeting minutes.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013150

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.
 - 5. Special reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Project Coordination."
 - 2. Division 1 Section "Applications for Payment" for submitting the Schedule of Values.
 - 3. Division 1 Section "Project Meetings" for submitting and distributing meeting and conference minutes.
 - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.
 - 5. Division 1 Section "Project Record Documents" for submitting Project Record Documents at Project closeout.
 - 6. Division 1 Section "Submittals" for procedural requirements regarding Submittal Schedule.

1.3 DEFINITIONS

- A. Contractor: The term "Contractor", as used throughout this Section, applies to each Contractor entering into a Contract with the Owner.
- B. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- D. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
1. Float is not for the exclusive use or benefit of either the Owner or the Contractor. Extensions of the 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.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- B. Preliminary Construction Schedule: Submit one (1) copy in an acceptable format as determined by the Architect.

- C. Contractor's Construction Schedule: Submit one (1) paper Gant Chart and one (1) electronic copy in its native format.
- D. CPM Reports: The Contractor's Construction Schedule shall be a CPM Schedule. Concurrent with the CPM Schedule, submit three printed copies of each of the following computer-generated reports. The format for each activity in the reports shall contain an activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- E. Daily Construction Reports: Submit two copies at weekly intervals.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- G. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: The schedule shall be composed and maintained by an individual having been employed for at least the past five years primarily as CPM scheduler or an individual certified as a Planning and Scheduling Professional (PSP) by the Association for the Advancement of Cost Engineering (AACE). Documentation supporting compliance with these requirements shall be supplied to the Architect for review and acceptance.
- B. Prescheduling Conference: Conduct conference at the Project site to comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Discuss constraints, including phasing, work stages, area separations and interim milestones.
 - 2. Review delivery dates for Owner-furnished products.
 - 3. Review time required for review of submittals and resubmittals.
 - 4. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 5. Review time required for completion and startup procedures.
 - 6. Review and finalize list of construction activities to be included in schedule.
 - 7. Review submittal requirements and procedures.
 - 8. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate the Contractor's Construction Schedule with the Schedule of Values, List of Subcontracts, Submittals Schedule, Progress Reports, and Applications for Payment and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.7 PROJECT PHASING NARRATIVE

- A. The Owner will remain in operation throughout construction. The educational functions of the school cannot be interrupted by construction activities. As a result the Owner has adopted a phasing plan. It is understood that this phasing plan is schematic in nature and is not intended to represent all of the activities or phases of construction that may need to take place in order to complete construction within and around an occupied school. In addition the contractor must allow the school adequate time to relocate the furniture and educational equipment as various phases of construction are completed.

Substantial Completion of each of the phases designated herein are considered as Milestones and are subject to the provisions of Article 8 – “Time” of the General Conditions.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. The Work under the Contract Documents shall be planned, scheduled, executed, reported and accomplished using the "Critical Path Method", in work days (excluding legal holidays). The provisions of the General Requirements and the directions of the Lead Contractor are to be followed by all Contractors in scheduling their construction activities. The scheduling services of the Lead Contractor are part of his Contract with the Owner, but nothing herein relieves the obligations of the other Prime Contractors to schedule their own construction activities and nothing herein alters the obligation of the Lead Contractor to resolve all supervision, coordination and scheduling issues between and among the Lead Contractor and other Prime Contractors.
- B. The primary objectives of the requirements of this Section are: (1) to insure adequate planning and execution of the Work by the Contractor by having a schedule of construction activities for all of the Prime Contractors and their Subcontractors in initial form covering the first 120 days of construction within thirty (30) days of the Notice to Proceed and in final form within seventy-five (75) days of the Notice to Proceed; (2) to assist the Lead Contractor in evaluating progress of the Work; (3) to provide for

optimum coordination by Contractors of their trades and Subcontractors, and of their Work with the work or services provided by other Prime Contractors, all under the direction and supervision of the Lead Contractor; (4) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; and (5) to provide a mechanism or tool for use by the Lead Contractor and other Prime Contractors in monitoring any actions of Contractors which may be required to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Completion Dates specified in the Contract Documents.

- C. Each Prime Contractor is responsible for determining the sequence and logic of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed with regard to their portion of the Work. The Construction Schedule shall represent the Contractor's best judgment of how they shall prosecute the Work in compliance with the requirements of the Contract Documents. Each Prime Contractor shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require, and as may be directed by the Lead Contractor.
- D. Each Prime Contractor shall consult with their major Subcontractors relating to the preparation of their construction plan and Construction Schedule. Major Subcontractors shall receive copies of those portions of the Contractor's Construction Schedule which relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When the Contractor submits their Construction Schedule to the Lead Contractor or makes any proposed updates or revisions to such Schedule, it shall be concluded by the Owner and Lead Contractor that the Contractor has consulted with and has the concurrence of their major Subcontractors. Each Prime Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the Contractor's Construction Schedule for their portions of the Work.
- E. Each Prime Contractor shall provide the basic data as required by the Lead Contractor relating to activities, durations and sequences as part of the Contractor's draft of the Construction Schedule. This data shall reflect the Contractor's actual construction plan for the Project, and shall fully comply with all requirements of the Contract Documents.
- F. The Lead Contractor shall provide, at no cost to the other Prime Contractor's, the drafting and computerization of the Contractor's data for the Contractor's Initial Construction Schedule, in accordance with the requirements of the Contract Documents. Each Contractor shall submit their data in a form or format acceptable to the Lead Contractor.
- G. To carry out the intent of this Section, each Prime Contractor agrees that the orientation session, as described in Subparagraph 2.2.B, the provision of drafting and computerization services by the Lead Contractor, and the reasonable exercise of any rights under this Section by the Lead Contractor, or Owner shall not be grounds for any claim against the Owner, the Lead Contractor or any representative of the Owner by the Contractor or any of their Subcontractors or Sub-Subcontractors, alleging

interference, lack of cooperation, delay, disruption, harassment, negligence or hindrance by the Owner or Lead Contractor, and the Contractor covenants not to sue therefore.

- H. It is understood and agreed that the Contractor's Construction Schedule is to represent the Contractor's best plan and estimate for the Work; however, the Contractor acknowledges that the Contractor's Construction Schedule may have to be revised from time-to-time as the Project proceeds. The Contractor further acknowledges and agrees that the Owner and Lead Contractor do not guarantee that: (1) The Contractor can start work activities on the "early start" or "late start" dates or complete work activities on the "early finish" or "late finish" dates shown in the schedule, or as same may be updated or revised; (2) The Contractor can proceed at all times in the sequence established by the Construction Schedule, or that the Contractor can rely upon the utilization of only the resources and manpower they initially plan for the performance of the Work; (3) The Contractor's Construction Schedule shall not have to be modified in order to obtain the agreement of any Prime Contractors to the schedule; or (4) The Contractor's Construction Schedule shall not have to be modified or changed by direction of the Lead Contractor. Any changes, modifications or adjustments made by the Contractor to the Contractor's Construction Schedule shall be in full compliance with all requirements of the Contract Documents.
- I. The Contractor acknowledges and agrees that their Construction Schedule must be flexible in order to accommodate and allow for their coordination with the construction activities of the other Prime Contractors.
- J. The review by the Lead Contractor of the Contractor's Construction Schedule or any other schedule or plan of construction of the Contractor, does not constitute an agreement by the Owner or Lead Contractor of any start or finish date in the schedule or specific durations or sequences for activities of the Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of the Contractor of required portions of the Work by the Completion Dates as set forth in the Contract Documents.
- K. The Completion Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of the other Prime Contractors or others. Completion Dates are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by the Contractor. Completion Dates represent the latest allowable completion time for those portions of the Work to which each Completion Date relates. The Completion Dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with work performed by other Prime Contractors or others. The Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.
- L. Should the Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Completion Date or the Contract Time, the Contractor shall give timely and reasonable Notice of this fact to the Lead Contractor. The Lead Contractor shall have the discretion to agree to or reject such early completion plan by

the Contractor, subject to the rights of the Contractor as stated in these specifications. The Lead Contractor shall have no duty or obligation to agree to, or to cooperate with the Contractor regarding any early completion plan or proposal by the Contractor and shall not be liable for any damages of the Contractor because of the rejection by the Lead Contractor of said plan.

- M. Unless otherwise specifically provided in the Contract Documents, and in particular the General Requirements, the Contractor acknowledges that the Owner and Architect have contemplated in their planning and in any preliminary schedule that may have been prepared and made available to the Bidders, and in their budgeting for professional services, that the Work shall be performed on a 5-day work week basis, utilizing a single 8-hour shift per day. The Owner and Lead Contractor shall have the sole discretion of approving or rejecting a variance in the work week, number of shifts, or shift length. Unless otherwise agreed by the Owner or Lead Contractor, the Contractor shall bear the cost of, and pay the Owner, for additional staff and supervisory personnel and inspectors of any public authority having jurisdiction of the Work, necessary to support any variance in the contemplated work week, number of shifts or shift length.

2.2 POST AWARD ACTIVITIES

- A. Upon receipt by the Contractor of the Notice to Proceed, and until the Construction Schedule is completed by the Lead Contractor, Contractor and other Prime Contractors and completely and finally reviewed by the Lead Contractor, the Contractor shall do the following.
 - 1. Meet with the Lead Contractor and within thirty (30) days of the Notice to Proceed complete an Initial Construction Schedule governing the first 120 days of construction.
 - 2. Meet with the Lead Contractor and within seventy-five (75) days of the Notice to Proceed complete a Final Construction Schedule governing the Work.
- B. Orientation Session: The Contractor shall, upon the issuance of the Notice to Proceed by the Owner, attend an orientation session relating to the requirements pertaining to schedules and reports for the Project. This orientation meeting is designed to assist the Contractor in planning their Work and in developing their Construction Schedule. This session shall be held within ten (10) days after the date of the Notice to Proceed and shall be conducted by the Lead Contractor. The Contractor shall arrange for their Superintendent(s), major Subcontractors, and any scheduling consultants that they may employ, to attend the orientation session.
 - 1. It is understood and agreed that the Lead Contractor has no authority to waive any requirements of the Contract Documents at this orientation session, and all requirements of the Contract Documents remain applicable to the Contractor's Work whether or not discussed at this session.
 - 2. Should the Contractor or his principal Subcontractors fail or refuse to attend this orientation session, the Owner shall have the right to immediately terminate the Agreement with the Contractor for default and without liability or penalty to the Owner pursuant to the provisions of these specifications.

2.3 INITIAL CONSTRUCTION SCHEDULE

- A. Within ten (10) days following the orientation session, the Contractor, in consultation with the Lead Contractor, shall complete a draft of their Construction Schedule.
- B. The Lead Contractor shall provide the Contractor with a draft print out of all activities needed during the first 120 days of construction for inclusion in the Initial Construction Schedule. The printouts shall be carefully reviewed by the Contractor. Any revisions, additions and/or deletions to these documents that are reasonably desired by the Contractor shall be brought to the attention of the Lead Contractor within five (5) days following receipt by the Contractor of such draft. The Lead Contractor shall, if consistent with the requirements of the Contract Documents, incorporate the Contractor's proposed revisions and shall thereafter deliver the completed Construction Schedule and other reports to the Contractor and the other Prime Contractors.
- C. The Lead Contractor shall have the right to require any Prime Contractor to modify any Contractor data or any portion of the Contractor's Construction Schedule, or other schedules provided by the Contractor in compliance with the Contract Documents, with the Contractor bearing the expense thereof, and which the Lead Contractor reasonably determines to be: (1) impracticable; (2) based upon erroneous calculations or estimates; (3) unreasonable; (4) required in order to ensure proper coordination by the Contractor of the Work of others and with the Work or services being provided by others; (5) necessary to avoid undue interference with the construction activities of other Prime Contractors or those of any utility owners or adjoining property owners; (6) necessary to ensure completion of the Work by the Completion Dates set forth in the Contract Documents; (7) required in order for the Contractor to comply with the requirements of these specifications or any other requirements of the Contract Documents or (8) not in accordance with the Contractor's actual operations. The right of Lead Contractor to establish the final Construction Schedule and to render final construction decisions on the content of the Construction Schedule is subject to the right of the Contractor to proceed in accordance with the dispute resolution provisions of these specifications.

2.4 FINAL CONSTRUCTION SCHEDULE

- A. Within fourteen (14) days following completion of the Initial Construction Schedule, the Contractor, in consultation with the Lead Contractor, shall complete a draft of their Final Construction Schedule.
- B. The Lead Contractor shall provide the Contractor and Owner with a draft print out of all activities included in the Final Construction Schedule. The graphic representation and computer printouts shall be carefully reviewed by the Contractor. Any revisions, additions and/or deletions to these documents that are reasonably desired by the Contractor shall be brought to the attention of the Lead Contractor within five (5) days following receipt by the Contractor of such draft. The Lead Contractor shall, if consistent with the requirements of the Contract Documents, incorporate the Contractor's proposed revisions and shall thereafter deliver the completed Construction Schedule and other reports to the Owner, the Contractor and the other Prime Contractors.

- C. The Lead Contractor shall have the right to require any Prime Contractor to modify any Contractor data or any portion of the Contractor's Final Construction Schedule, or other schedules provided by Contractor in compliance with the Contract Documents, with the Contractor bearing the expense thereof, and which the Lead Contractor reasonably determines to be: (1) impracticable; (2) based upon erroneous calculations or estimates; (3) unreasonable; (4) required in order to ensure proper coordination by the Contractor of the Work of others and with the Work or services being provided by others; (5) necessary to avoid undue interference with the construction activities of other Prime Contractors or those of any utility owners or adjoining property owners; (6) necessary to ensure completion of the Work by the Completion Dates set forth in the Contract Documents; (7) required in order for the Contractor to comply with the requirements of these specifications hereof or any other requirements of the Contract Documents or (8) not in accordance with the Contractor's actual operations.

2.5 CONSTRUCTION SCHEDULE CONTENT

- A. The Final Construction Schedule shall consist of a detailed CPM Schedule of all work activities of the Project. The Schedule shall include, but not be limited to, the following information: (1) Project name; (2) completed Work ready for use by the next Contractor, the Owner, etc.; (3) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separate from that being done by the Contractor directly; (4) different categories of Work as distinguished by craft or crew requirements; (5) different categories of Work as distinguished by equipment requirements; (6) different categories of Work as distinguished by materials; (7) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (8) location of Work within the Project that necessitates different times or crews to perform; (9) outage schedules for existing utility services that shall be interrupted during the performance of the Work; (10) acquisition and installation of equipment and materials supplied and/or installed by the Owner or Prime Contractors; (11) material to be stored on Site; and (12) dates for completion of Work.
- B. For all major equipment and materials to be fabricated or supplied for the Project, the Construction Schedule shall show a sequence of activities including: (1) preparation of Shop Drawings, Samples and all required submissions as set forth in these specifications; (2) a reasonable time for review of Shop Drawings, Samples, and submissions or such time as specified in the Contract Documents; (3) shop fabrication, delivery, and storage; (4) erection or installation; and (5) testing of equipment and materials.
- C. The Gant Chart shall include the early dates and total float for each activity. There shall be no negative float in the baseline schedule.
- D. All activity durations shall be given in calendar days. No activity shall have a duration of more than twenty (20) days.
- E. Contractor Approval and Certification: Approval by the Contractor of the drafting and computerization of the Construction Schedule, and of schedule revisions, shall be evidence of the Contractor's agreement that the proposed schedule or schedule

revision to the Construction Schedule is a true and accurate representation of their plan to complete the Work, including all Change Orders that are in the Contractor's possession as of the foregoing date, that the schedule or schedule revision fully complies with the requirements of the Contract Documents, that they shall prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents and that they have met and coordinated with and obtained the approval of said schedule revision by all other parties that are affected thereby.

2.6 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

- A. On a monthly basis the Contractor shall arrange for their Superintendent to meet at the Site with the Lead Contractor to review the Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, shall be based upon the Contractor's best judgment and shall be prepared by the Contractor in consultation with all Subcontractors.
- B. The progress report of the Contractor shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated dates for completion of Work for activities currently in progress.
- C. The Lead Contractor shall produce a computerized update work sheet for the Contractor to complete as a part of this process.
- D. The Contractor shall submit a written report with the updated progress analysis which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a recovery schedule, if required, as further described herein. The report shall also include: (1) a narrative describing actual Work accomplished during the reporting period; (2) a list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (3) the total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (4) a manpower and equipment forecast for the succeeding thirty (30) days, stating such total as to office, supervisory and field personnel; (5) a list of Contractor-supplied materials and equipment, indicating current availability and anticipated job Site delivery dates; and (6) changes or additions to the Contractor's supervisory personnel, if any, since the preceding progress report.
- E. Application for Payment: Contractor understands and agrees that the submission and approval of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that the Contractor shall not be entitled to any progress payment under the Contract Documents until, in the sole discretion of the Owner, the Contractor has fully complied with the requirements of this Section.

- F. The Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by or to them so that the progress of construction shall be maintained according to the currently approved Construction Schedule for the Work. The Contractor shall notify the Lead Contractor in writing, and in a timely and reasonable manner, whenever the Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by the Contractor shall be later than the delivery date indicated by the Construction Schedule, or required consistent with the completion requirements of the Contract Documents, subject to schedule updates as herein provided.
- G. The Contractor shall ensure that off the Site activities do not control the critical path of the Construction Schedule and instead, that the critical path relates to activities on the Site.

2.7 RECOVERY SCHEDULE.

- A. Should the updated Contractor's Construction Schedule, at any time during the Contractor's performance, show, in the sole opinion of the Owner that the Contractor is fourteen (14) or more days behind schedule for any Completion Date, or should the Contractor be required to undertake actions as provided for in these specifications, with or without the direction of the Lead Contractor, the Contractor shall prepare a recovery schedule at no additional cost to the Owner (unless the Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how the Contractor intends to reschedule their Work in order to regain compliance with the Contractor's Construction Schedule during the immediate subsequent pay period.
- B. If the Contractor believes that all of the time can be recovered during the subsequent pay period, the Contractor shall be permitted to prepare a recovery schedule as set forth below. However, if the Contractor believes it shall take more than thirty (30) days to recover all of the lost time, they shall prepare and submit a request for revision to the Contractor's Construction Schedule and comply with all of the requirements of a schedule revision as set forth in this Paragraph 2.7 and Paragraph 2.8.
 - 1. The Contractor shall prepare and submit to the Lead Contractor a limited duration recovery schedule, incorporating the best available information from Subcontractors and others which shall permit a return to the Construction Schedule at the earliest possible time. The Contractor shall prepare a recovery schedule to the same level of detail as the Construction Schedule for a maximum duration of one month. The recovery schedule shall be prepared in coordination with all other Prime Contractors.
 - 2. Within two (2) days after submission by the Contractor or by any Prime Contractor of a recovery schedule to the Lead Contractor, the Contractor shall participate in a conference with the Lead Contractor and the Owner, to review and evaluate the recovery schedule. Within two (2) days of the conference, the Contractor shall submit the revisions necessitated by the review for the Owner's review and approval. The Contractor shall use the approved recovery schedule as their plan for returning to the Construction Schedule.

3. The Contractor shall confer continuously with the Lead Contractor and Owner to assess the effectiveness of the recovery schedule. As a result of this conference:
 - a. If the Owner determines the Contractor is still behind schedule, the Lead Contractor shall direct the Contractor to prepare a schedule revision with the assistance of the Lead Contractor and comply with all of the requirements of a schedule revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the Owner and the Lead Contractor as provided elsewhere in the Contract Documents; or
 - b. If the Owner determines the Contractor has successfully complied with provisions of the recovery schedule, the Lead Contractor shall direct the Contractor to return to the use of the approved Construction Schedule.
 - c. Nothing herein alters the rights of the Owner to resolve coordination and scheduling issues in dispute between and among the Contractor and other Prime Contractors.

2.8 SCHEDULE REVISIONS

- A. Should the Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in their method of operation, their sequence of Work or the durations of the activities in their Construction Schedule, they shall do so in accordance with the requirements of this Paragraph and the Contract Documents. Revisions to the approved Construction Schedule must be presented to and reviewed by the Owner.
- B. The Contractor shall submit requests for revisions to the Construction Schedule to the Owner, together with written rationale for revisions and description of logic for rescheduling Work and maintaining the Completion Dates listed in the Contract Documents. Proposed revisions acceptable shall be incorporated into the next update of the Contractor's Construction Schedule. The Contractor shall pay the Owner for costs incurred by the Lead Contractor for the revisions.
- C. In all instances where a revision to the Contractor's Construction Schedule will affect the construction activities of other Prime Contractors, prior to the submission by the Contractor of their proposed schedule revisions, they shall meet with and gain written approval of each of the Prime Contractors to make the revisions which shall be evidenced by the signatures of said Prime Contractors on the proposed schedule revisions. If accepted, the revisions, shall be binding upon the Contractor and all Prime Contractors on the Project.

2.9 FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as the amount of time between the earliest start date and latest start date or between the earliest finish date and latest finish date for such activities, as calculated as part of the Contractor's Construction Schedule. The Contractor agrees that there shall be no basis for any

modification of the Completion Dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, Change Order or delay which only results in the loss of available positive float on the Contractor's Construction Schedule.

2.10 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule within 10 days of the date established for commencement of the Work.
- B. Form: The schedule shall be in tabular form and shall include, but not be limited to, the following:
 - 1. Specification Section number.
 - 2. Description of the test.
 - 3. Identification of applicable standards.
 - 4. Identification of test methods.
 - 5. Number of tests required.
 - 6. Time schedule or time span for tests.
 - 7. Entity responsible for performing tests.
 - 8. Requirements for taking samples. Unique characteristics of each service.
- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

2.11 REPORTS

- A. Daily Construction Reports: Prepare Daily Construction Reports recording the following information concerning events at the Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. High and low temperatures and general weather conditions.
 - 5. Accidents.
 - 6. Meetings and significant decisions.
 - 7. Unusual events (refer to special reports).
 - 8. Stoppages, delays, shortages, and losses.
 - 9. Meter readings and similar recordings.
 - 10. Emergency procedures.
 - 11. Orders and requests of authorities having jurisdiction.
 - 12. Change Orders received and implemented.
 - 13. Construction Change Directives received.
 - 14. Services connected and disconnected.
 - 15. Equipment or system tests and startups.
 - 16. Partial Completions and occupancies.
 - 17. Substantial Completions authorized.

- B. Field Correction Reports: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report. Include a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Architect immediately.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Material Location Reports: At weekly intervals, prepare a comprehensive list of materials delivered to and stored at the site. The list shall be cumulative, showing materials previously reported plus items recently delivered. Include with the list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from the site. Submit copies of the list to the Architect at weekly intervals.

2.12 SPECIAL REPORTS

- A. General: Submit Special Reports directly to the Owner within one day of an occurrence. Distribute copies of reports to parties affected by the occurrence and to the Architect.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the Project site, whether or not related directly to the Work, prepare and submit a Special Report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise the Owner in advance when these events are known or predictable.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013200

SECTION 013300 - SUBMITTALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Shop Drawings.
 - 2. Product Data.
 - 3. Samples.
 - 4. Quality assurance submittals.
 - 5. Submittals Schedule.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and Payment Bonds.
 - 4. Insurance certificates.
 - 5. List of subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 1 Section "Substitutions" specifies procedural requirements for handling requests for substitutions made after award of the Contract.
 - 3. Division 1 Section "Project Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
 - 4. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
 - 5. Division 1 Section "Construction Progress Documentation" specifies requirements for Submittal Schedules.
 - 6. Division 1 Section "Quality Requirements" specifies requirements for submittal of inspection and test reports.

7. Division 1 Section "Warranties" specifies requirements for submittal of warranties at project closeout.
8. Division 1 Section "Project Record Documents" specifies requirements for submittal of Project Record Documents at project closeout.

1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
 1. Preparation of Coordination Drawings is specified in Division 1 Section "Project Coordination" and may include components previously shown in detail on Submittals.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.
- D. For Specification sections listing manufacturer's products that include the phrases "but are not limited to the following" or "approved equal", the Contractor shall be responsible to provide certification that the submitted product complies with the specified product. Include this certification with the submittal. Final approval of a product submitted as an "equal" shall be solely by the Architect.

1.4 SUBMITTAL PROCEDURES

Each submittal shall include a single item or element of construction. A Submittal Cover Sheet, on the attached form, shall be completed, signed and certified by the Contractor for EACH submittal. The Architect will not accept submittals including multiple items or elements of construction. Submittals not meeting this procedure requirement may be returned with No Action Taken. No extension of Contract Time will be authorized due to failure to comply with this procedure.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

- b. Be advised that all interior finishes will be reviewed together and finally determined after receipt of all shop drawings, product data and samples which pertain to the interior finish color selections and related equipment.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow a minimum of fifteen (15) working days for review. Additional time may be required for further review and/or coordination with consultants and subsequent submittals as determined by Architect.
 - b. If a resubmittal is necessary, process the same as the original submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- C. Submittal Preparation: The Architect will not accept submittals received without the attached 'Submittal Cover Sheet'. The Contractor shall stamp the 'Submittal Cover Sheet' with a uniform, action stamp. The Contractor shall mark the stamp appropriately to indicate the action taken. **Submittals shall be pre-reviewed by the Contractor PRIOR to submittal to the Architect for review.** See Paragraph 1.6.C.1 this Section.
1. Use the 'Submittal Cover Sheet' attached at the end of this Section for all submittals.
 2. Complete all information required on 'Submittal Cover Sheet'. Failure to do so may result in return of the submittal with No Action Taken. No extension of Contract Time will be authorized because of failure to comply with this procedure.
- D. Contractor's Transmittal: The Architect will not accept submittals received from sources other than the Contractor.

1.5 SUBMITTALS SCHEDULE

- A. Submittals Schedule: Submit three copies of schedule to the Architect. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of Subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for final release or approval.
- B. Preparation: Submit a Submittals Schedule, arranged in chronological order by dates required by the Contractor's Construction Schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with List of Subcontractors, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: Submit an initial Submittals Schedule concurrently with Initial Construction Schedule as noted in Division 1 Section "Construction Progress Documentation". Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture, fabrication, or delivery.
 3. Final Submittal: Submit a final Submittals Schedule concurrently with the final Contractor's Construction Schedule as noted in the Division 1 Section "Construction Progress Documentation". Include all remaining submittals. All submittals are required within ninety (90) days of the Notice to Proceed.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.6 SUBMITTALS

A. SHOP DRAWINGS

1. Submit newly prepared information drawn accurately and to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - a. Dimensions.
 - b. Identification of products and materials included by sheet and detail number.
 - c. Notation of dimensions established by field measurement.
 - d. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 - e. Submittal: Submit four (4) copies for the Architect's review.
 - f. The Architect will return one (1) marked copy to indicate action taken.
 - g. Maintain a complete set of shop drawings on site during construction.
 - h. Maintain a set of marked up Shop Drawings as part of the project record documents to be turned over to the Owner at Contract Closeout.

- i. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

B. PRODUCT DATA

1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - g. Submittal: Submit four (4) copies for the Architect's review.
 - h. The Architect will return one (1) marked copy to indicate the action taken.
 - i. Maintain a complete set of Product Data on site during construction.
 - j. Maintain a set of marked up Product Data as part of the project record documents to be turned over to Owner at Contract Closeout.
 - k. Do not use Product Data without an appropriate final stamp indicating action taken.

C. Action Stamp: The Contractor will stamp each sheet of Submittal with a uniform, action stamp. The Contractor shall mark the stamp appropriately to indicate the action taken.

1. Contractor's action stamp and all related review notations shall be applied with **GREEN** color ink

D. Distribution: Furnish copies of final approved Submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and all others required for performance of construction activities.

1.7 SAMPLES

- A. Where required by individual specification sections, submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
3. Submittal: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.
4. The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.
 - a. Refer to Paragraph 1.4 - Submittals Procedures for coordination of sample Submittals.

1.8 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer certifying compliance with the specified requirements. The Architect reserves the right to require this certification to be notarized.
 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Requirements."

1.9 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.

- 1. Compliance with specified characteristics is the Contractor's responsibility.

- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp to indicate the action taken, as follows:

- 1. "NO EXCEPTION TAKEN": The Work covered by the submittal may proceed without further submittal provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2. "EXCEPTION(S) NOTED": The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 - 3. "SUBMIT SPECIFIED": Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal indicating specified material; resubmit without delay.
 - 4. "REVISE AND RESUBMIT": Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - 5. "REJECTED": Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Do not resubmit a revised copy; prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

- C. Unsolicited Submittals: The Architect will take no action on unsolicited submittals.

END OF SECTION 013300

SUBMITTAL COVER SHEET
(Attach to each copy of each submittal)

PROJECT NAME & NUMBER _____

ARCHITECT: _____



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

ENGINEER: _____

PRIME CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

MANUFACTURER: _____

ITEM SUBMITTED: _____

SUBMITTAL NO. _____

SPECIFICATION SECTION NO. _____

PARAGRAPH NO. _____

DRAWING REFERENCE _____

DETAIL NO. _____

CERTIFICATION: (Circle One)

- A. Certified to comply with Drawings and Specifications.
- B. Certified to comply with Drawings and Specifications except as noted on Contractor attachment(s)

Signature: Subcontractor/Supplier

Date

Signature: Prime Contractor

Date

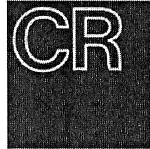
Contractor's Action Stamp Here

Architect's Action Stamp Here

SUBMITTAL DEVIATION SHEET
(Attach this sheet behind Submittal Cover Sheet)

PROJECT NAME AND NUMBER: _____

ARCHITECT:



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

ENGINEER: _____

PRIME CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

PRODUCT SPECIFIED: _____

SPECIFICATION SECTION NO. _____ PARAGRAPH NO. _____

DRAWING REFERENCE _____ DETAIL NO. _____

DESCRIPTION OF DEVIATION: _____

Signature: Subcontractor/Supplier Date Signature: Prime Contractor Date

ARCHITECT/ENGINEER REMARKS:



**Crabtree, Rohrbaugh & Associates
Architects**
401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

PROJECT NAME _____

PROJECT NO. _____

This document sets forth the terms and conditions of an agreement between **Crabtree, Rohrbaugh & Associates**, and consultant _____, collectively hereinafter referred to as the "Design Professional" and _____, hereinafter referred to as "Contractor."

**AGREEMENT
DELIVERY OF FILES ON ELECTRONIC MEDIA**

Warning: This is not a bidding document. Issuance of the electronic media is being provided at the request of the Contractor. Under no circumstances shall bidders rely on information contained herein for preparation of bids. The bidding documents consist only of the hard copies issued to registered bidders by the Design Professional. The Contractor acknowledges that it will not submit a bid based on the information contained herein, but will instead rely solely on the printed copies issued to registered bidders by the Design Professional. Furthermore, the Contractor fully releases the Design Professional, its agents, officers, and employees, from any and all liability, including without limitation, damages, consequential damages, costs and attorney's fees, that the Contractor may incur as a result of its reliance on the information contained herein.

In accepting and utilizing any data on any form of electronic media generated and provided by the Design Professional, the Contractor covenants and agrees that all such drawings and data are instruments of service between the Design Professional and Client of the Design Professional, who shall be deemed the author of the data, and the Design Professional shall retain all common law, statutory law and other rights, including copyrights, whether or not such copyright is registered. The Contractor acknowledges that the information and designs contained on the electronic media are provided to the Contractor as a convenience and at the request of the Contractor. The Contractor also acknowledges that there may be undiscovered errors or inconsistencies on the electronic media that may result from any number of issues, including migrating the data from printed material to electronic media. The Contractor agrees not to hold the Design Professional responsible for any defects the Contractor may discover with the electronic media or information contained on the electronic media.

The Contractor further agrees not to use these files, in whole or in part, for any purpose or project other than the Project, identified above, and which is the subject of this Agreement. The Contractor agrees to waive all claims against the Design Professional resulting in any way from use of the drawings and data contained on the electronic media.

In addition, the Contractor agrees, to the fullest extent permitted by law, to defend, release, indemnify and hold the Design Professional harmless from and against any and all claims, damage, loss, liability or cost, including reasonable attorney's fees and costs of defense, arising out of or resulting from any changes made by anyone other than the Design Professional, or from any reuse of, the drawings, and data contained on the electronic media without the prior written consent of the Design Professional.

The Contractor recognizes that information contained in the electronic media may not be 100% compatible with the Contractor's computer system; therefore, the Contractor agrees that the Design Professional shall not be liable for the completeness or accuracy of any materials provided on the electronic media arising out of, due to, or resulting from the difference in computer and software systems, or translations or mistranslation of electronic data, the incompatibility of viewing or operating programs, or the corruption of documents or data as a result of compatibility issues.

The Contractor recognizes that information stored on electronic media including, but not limited to, computer disks may be subject to undetectable alteration and/or uncontrollable deterioration, due to, among other causes, errors in transmission, conversion, media degradation, software error or human error or alteration. Accordingly, the electronic media is provided for informational purposes only and is not intended as an end-product. The Contractor therefore agrees that the Design Professional shall not be liable for the completeness or accuracy of any materials provided on electronic media for this or any other reason whatsoever.

Under no circumstances shall transfer of instruments of service on electronic media for use by the Contractor be deemed a sale by the Design Professional, and the Design Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose of the electronic media or the information stored thereon. Contractor acknowledges that the electronic media is provided as a convenience by Design Professional at Contractor's request, and Contractor assumes all risk in the use of the electronic media and the data contained therein for any purpose.

Contractor further acknowledges that Design Professional was not engaged to provide usable electronic data, or a usable system, compilation, or program to Contractor or any other party. Contractor agrees that the Design Professional shall not be liable in any manner whatsoever for any subsequent usage of the data provided on electronic media.

Contractor agrees that in the event of conflict between non-electronic data and data provided on the electronic media, the data contained in non-electronic documents presides over data in electronic files.

While Design Professional has made a reasonable effort in accordance with the generally accepted standards of professional skill and care so that the data contained in the electronic media is accurate, Design Professional makes no representation or warranty concerning the accuracy of the data contained in the electronic media, or any viruses contained in the materials as delivered or any other defect or error or alleged defect or error in the materials as delivered.

Instructions:

AutoCAD files will be provided in .dwf format only. Only plans will be provided at a cost of \$75 per file. Submit Media Agreement directly to the Design Professional for which the files are being requested. Send signed agreement and Check payable to the design professional.

Identify files requested:

_____	_____
_____	_____
_____	_____

TOTAL:\$ _____

AGREED:

CONTRACTOR

DESIGN PROFESSIONAL

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

- 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
- 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
- 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

- C. Related Sections include the following:

- 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
- 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
- 3. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.5 REGULATORY REQUIREMENTS

- A. Copies of Regulations: Obtain copies of applicable regulations and retain at Project site to be available for reference by parties who have a reasonable need.

1.6 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

- D. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Ambient conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
 - d. When testing is complete, remove assemblies; do not reuse materials on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 5. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field-curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES & CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Telephone service.
 - 4. Storm and sanitary sewer.
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds.
 - 2. Temporary roads and paving.
 - 3. Dewatering facilities and drains.
 - 4. Temporary enclosures.
 - 5. Hoists and temporary elevator use.
 - 6. Temporary project identification signs and bulletin boards.
 - 7. Waste disposal services.
 - 8. Rodent and pest control.
 - 9. Construction aids and miscellaneous services and facilities.
 - 10. Temporary heat.
 - 11. Ventilation.
 - 12. Sanitary facilities, including drinking water.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Temporary Fire Protection.
 - 2. Barricades, warning signs, and lights.
 - 3. Sidewalk bridge or enclosure fence for the site.
 - 4. Environmental protection.

1.3 DIVISION OF RESPONSIBILITIES

- A. General: These Specifications assign each Prime Contractor specific responsibilities for certain temporary facilities used by other Prime Contractors and other entities at the site. The Contractor for General Construction is responsible for providing temporary

facilities and controls that are not normal construction activities of other Prime Contractors and are not specifically assigned otherwise.

B. Each Prime Contractor is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
3. Multi-phase power service or power requirements in excess of 120-V, single phase, temporary power. Electric service for welding.
4. Its own field office.
5. Its own storage and fabrication sheds or trailers.
6. Temporary heat, ventilation, humidity control, and enclosure of the building where these facilities are necessary for its construction activity but have not yet been installed by the responsible Prime Contractor. Refer to the "Temporary Heat" Paragraph in Part 3 below for additional information.
7. All hoisting requirements.
8. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
9. Secure lockup of its own tools, materials, and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
11. Containerized bottled-water drinking-water units.
12. Dewatering, including ice and snow removal, for areas specific to their own work.
13. Continuous removal and disposal of general construction waste and debris generated by construction activities.
14. Temporary safety facilities.

C. The General Contractor is responsible for the following:

1. Temporary telephone service for general construction activities
2. Dewatering, including ice and snow removal, of the building pad and in areas of foundation excavation and for all general construction activities.
3. Temporary roads and paving required to complete General Construction activities.
4. Temporary construction identification signs and temporary site directional signage.
5. Rodent and pest control.
6. Barricades, warning signs, and lights for General Construction activities.
7. Enclosure fence as required by General Construction activities.
8. Environmental protection for General Construction activities.
9. Temporary enclosure of the building.
10. Temporary heat, upon temporary enclosure of the building.
11. Temporary ventilation, upon enclosure of the building.
12. Security enclosure and lockup.
13. Temporary stairway construction.

D. The Plumbing Contractor is responsible for the following:

1. Temporary water service. Prior to temporary utility availability, provide trucked-in

- service.
 - 2. Temporary heat to the extent described in the Paragraph "Temporary Heat" in Part 3 below.
- E. The HVAC Contractor is responsible for the following:
- 1. Completion of installation of permanent heating systems for use as temporary heat 30 days prior to the date of Substantial Completion for each building area or phase.
 - 2. Operation and maintenance of permanent heating system when used for temporary heat after temporary enclosure of the building, beginning 30 days prior to the date of Substantial Completion for each area of the building.
- F. The Electrical Contractor is responsible for the following:
- 1. Temporary electrical power service and distribution for general project use. Prior to temporary utility availability, provide trucked-in service
 - 2. Temporary lighting.
 - 3. Temporary heat to the extent described in the Paragraph "Temporary Heat" in Part 3 below.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect unless specifically noted otherwise. The Owner will not accept a Prime Contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time
- B. Water Service: The Owner will pay water service use charges, for all metered water used by all entities engaged in construction activities at the Project Site.
- C. Water Service Within Renovation Areas: Temporary water services within the existing building area to be renovated, may be developed from existing building utilities approved by the Owner. Water service use charges for incidental use in renovation areas will be paid for by the Owner if they are developed from sources currently metered by the Owner. Such services may be developed only if adequate service is available without disruption to existing facility operations and must be limited to work directly associated with renovation of the existing facility.
- D. Electric Power Service: The Owner will pay electric power service use charges, for all metered electric power used by all entities engaged in construction activities at the Project Site.
- E. Electric Power Service Within Renovation Areas: Incidental electrical power use in renovation areas may be developed from existing facilities at locations approved by the Owner. Electric power service use charges for incidental use in renovation areas will be paid for by the Owner if they are developed from sources currently metered by the Owner. Incidental power usage shall be defined as temporary lighting and temporary power for small tools, (120v). Existing power sources may not be utilized for temporary heat, welding, or other high voltage power requirements.

- F. Fuel for Temporary Heat: As described in the Temporary Heat paragraph.
- G. Telephone Service: Each Prime Contractor shall be responsible for local and long distance telephone service installation and operating costs.

1.5 SUBMITTALS

- A. Temporary Utilities: Each Prime Contractor shall submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within 15 days of the date established for submittal of the Contractor's Construction Schedule, each Prime Contractor shall submit a schedule indicating implementation and termination of each temporary utility for which the Contractor is responsible.

1.6 QUALITY ASSURANCE

- A. Regulations: Each Prime Contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department and rescue squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Each Prime Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
 - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Utilities: Each Prime Contractor shall prepare a schedule indicating dates for implementation and termination of each temporary utility for which the Contractor is responsible. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

1. Temporary Use of Permanent Facilities: The Installer of each permanent service shall assume responsibility for its operation, maintenance, and protection during use as a construction facility prior to the Owner's acceptance, regardless of previously assigned responsibilities. The installing contractor shall make permanent facilities available in accordance with the approved Project Schedule.
2. Warranty Period: The Warranty Period for the entire project shall begin on the date of Substantial Completion regardless of the start-up date for use as a temporary or permanent facility, including but not limited to materials and equipment.

- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

1.8 EXISTING BUILDING SYSTEMS

- A. Contractors in submitting a bid has certified that he has familiarized himself with all existing building conditions and systems encountered. Contractors shall protect and maintain all existing building systems, functions and utilities during the construction period or until new work replaces aforementioned.
- B. System interruption: If there is a need to interrupt any existing building function, utility or system for an extended period of time, the contractor must coordinate this with the Owner and provide temporary provisions in advance to replace the interrupted function.
- C. Existing Systems, Function and Utilities: The following is a partial list, which is not all inclusive of the existing Systems, Functions and Utilities:
1. Existing electrical service including all associated systems and functions.
 2. Existing water service, domestic and hot water systems.
 3. Sanitary and storm water services
 4. Existing HVAC systems, boilers and units.
 5. Existing BAS and/or ATC systems.
 6. Existing compressed air systems.
 7. Existing lighting systems.
 8. Existing data, communication and security systems.
 9. Existing structural systems.
 10. Existing fire alarm systems.
 11. Existing fire sprinkler systems.
 12. Existing building security systems.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Each Prime Contractor shall provide new materials. If acceptable to the Owner or Architect, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with the requirements of Division 6 Section "Rough Carpentry."
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thicknesses indicated.
 - 3. For fences and vision barriers, provide minimum 3/8-inch thick exterior plywood.
 - 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.
- C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- D. Water: Provide potable water approved by local health authorities.
- E. Open-Mesh Fencing: Provide 0.12-inch thick, galvanized 2-inch chainlink fabric fencing 6 feet high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches I.D. for line posts and 2-1/2 inches I.D. for corner posts.

2.2 EQUIPMENT

- A. General: Each Prime Contractor shall provide new equipment. If acceptable to the Owner or Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher voltage outlets. Provide 120-V, single phase, ground-fault outlets at 50' on center in corridor areas and spaces larger than 800 square feet. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. At a minimum, install weather-proof sockets complete with 100 watt lamps at 20' on center in all corridor areas, circulation areas and all spaces over 400 square feet. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- I. First Aid Supplies: Comply with regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 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. Each Prime Contractor shall provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Arrange with the utility company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
 - C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - 1. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 V, ac 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
 - D. Temporary Lighting: When an overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
 - E. Temporary Heat: As described in the Temporary Heat paragraph below.
 - F. Heating Facilities: As described in the Temporary Heat paragraph below.
 - G. Temporary Telephone Service: Provide temporary telephone service to a location established by the Owner or Architect.
 - H. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. 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.
 - 1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
 - I. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
 - 1. Provide separate facilities for male and female personnel.
 - J. Environmental Protection: In addition to provisions indicated on the drawings, provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.
- 3.3 TEMPORARY HEAT
- A. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations, or protection of installed construction from adverse

effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

1. Provide temporary heat at varying stages of the Project to allow construction operations to proceed in an orderly, sequential manner. The following stages are milestones that must be clearly identified on the CPM Schedule as described in Division 1 Section "Construction Progress Documentation." The stages of the project are defined as follows:
 - a. Early Stage: The duration of the project from the start of construction to enclosure of the building. During this stage, each Prime Contractor is responsible to provide temporary heat and any temporary enclosure to contain the heated air necessary for its own construction activities. Each Prime Contractor is responsible to furnish the equipment and fuel for their own temporary heating.
 - b. Intermediate Stage: The duration of the project from the time the building is wholly or partially enclosed as determined by the Architect but prior to the operation of the permanent HVAC equipment for construction heating. During this stage, the General Contractor shall provide temporary heating to establish an ambient air temperature in the building, or portion thereof, to maintain construction activities for all Prime Contractors, including the provision of necessary equipment and fuel. An ambient air temperature of 50 degrees F must be capable of being maintained throughout the area of work receiving temporary heat.
 - c. Final Stage: The duration of the project after building enclosure is attained and the permanent HVAC equipment is available to provide temporary heat and air conditioning as determined by the Architect. An ambient air temperature of 70 degrees F must be capable of being maintained uniformly. The HVAC Contractor is responsible to provide start-up, maintenance and operation of all permanent HVAC units and provide temporary automatic temperature control wiring and devices to properly regulate the permanent devices. The Electrical Contractor is responsible to have all permanent HVAC units that will provide temporary heat wired with their required power with service disconnects and all other NEC requirements. If power cannot be provided using the permanent electrical panel, wiring or distribution, then the Electrical Contractor must provide temporary means to meet the needs of the units. The Plumbing Contractor is responsible to have all permanent gas-fired HVAC units that will be used to provide temporary heat, connected to a source for gas that will provide the necessary pressure and volume to operate the units as if they are in normal use, including compliance with applicable codes. If gas cannot be provided using the permanent gas system for the building, then the Plumbing Contractor must provide temporary means to meet the needs of the units.
2. Temporary heat shall be initiated and maintained to allow the performance of work for which a particular minimum ambient temperature must be maintained to meet the criteria described in individual sections of the technical specifications and as set forth by manufacturers recommendations.

3. Temporary heat shall be provided to ensure that construction activities conform with the construction schedule and to the scheduling sequence established by the Lead Contractor and as further directed by the Architect.
 4. The term "building enclosure" refers to a level of completion of the building, or a designated portion thereof that consists of the following:
 - a. Construction of roof structure, roof, insulation and roofing membrane.
 - b. Construction of back-up masonry or exterior metal studs with exterior sheathing.
 - c. Temporary enclosure of exterior wall openings. Refer to the "Temporary Enclosures" paragraph below for additional information.
- B. Heating Facilities: Except where use of the permanent system is authorized, provide properly vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
1. Use of gasoline-burning space heaters, or open burning or salamander type heating units is prohibited.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Storage and Fabrication Facilities: Install storage and fabrication sheds or mobile trailers, sized, furnished and equipped to accommodate materials and equipment involved. Facilities may be open shelters or fully enclosed.
- B. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
 1. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
- C. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
- D. Dewatering Facilities and Drains: Maintain the site, excavations and construction free of water, ice and snow. Comply with Division 2 Sections and Contract Drawings for facilities and operations not directly associated with construction activities.
- E. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.

3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
- F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Project Identification and Temporary Signs: Prepare project identification and other signs of the size indicated; install where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
 1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
- H. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- I. Rodent and Pest Control: Before deep foundation Work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.
- J. Stairs: Until permanent stairs are available provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.
- K. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access. Verify temporary facility locations with the Owner prior to installation.
 1. Maintain support facilities until near Substantial Completion.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. General: Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10, "Standard for Portable Fire Extinguishers," and NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations."

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 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.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- E. Construction Barriers: Install construction barriers at locations indicated on the drawings, or if not indicated, where required to maintain separation between occupied areas and areas involved in construction. Construction barriers shall be constructed of nominal 2" x 4" wood studs at 12" o.c. with ½" plywood secured to the occupied side of the barrier with 2" Philip's head screws at 12" o.c. Extend construction barriers from masonry wall to masonry wall and from existing structural floor to underside of structural floor or roof deck. Where authorized by the Owner, provide secure locking doorways of similar construction with non-removable pin hinges, pad locked on the construction side. Where doorways are approved by the Owner, all keys shall be delivered to the Owner. When access through doorways is desired, access must be approved by the Owner.
- F. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid using tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities and good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Owner's representative requests that it be maintained longer, remove each temporary facility when the need has ended, 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 the property of each Prime Contractor. The Owner reserves the right to take possession of project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.
 - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000

SECTION 017200 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include the following:
 - 1. Copies of Record Drawings.
 - 2. Record Samples.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies general requirements for preparing and submitting Project Record Documents.
 - 2. Division 1 Section "Operation and Maintenance Data" for requirements regarding submittal of operation and maintenance manuals.
 - 3. Division 1 Section "Contract Closeout" specifies general closeout requirements.
 - 4. Divisions 2 through 16 Sections for specific Project Record Document requirements.
- D. Multiple Prime Contracts: Each Prime Contractor is responsible for obtaining, maintaining, and recording Project Record Document information for its own Work. The Contractor for General Construction is responsible for coordinating information, where information from more than one prime contractor is to be integrated with information from other prime contractors to form one combined record.
- E. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and Samples available at all times for the Architect's inspections.

1.3 RECORD DRAWINGS

- A. Markup Procedure: During construction, maintain a set of black-line white prints of Contract Drawings and Shop Drawings for Project Record Document purposes. Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.
1. Mark these Drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
 - a. Dimensional changes to the Drawings.
 - b. Revisions to details shown on the Drawings.
 - c. Depths of foundations below the first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by change order or Construction Change Directive.
 - k. Changes made following the Architect's written orders.
 - l. Details not on original Contract Drawings.
 2. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
 3. Mark record sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
 5. Note Construction Change Directive numbers, alternate numbers, change-order numbers, and similar identification.
- B. Responsibility for Markup: The Contractor shall prepare the record drawings.
1. Accurately record information in an understandable drawing technique.
 2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
 3. At time of Substantial Completion, submit record drawings to the Architect for the Owner's records. Organize into sets and bind and label sets for the Owner's continued use.
- C. Copies and Distribution: Print 3 black-line prints of each drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable-paper cover sheets. Include appropriate identification, including titles, dates, and other information on the cover sheets.

1. Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.
2. Organize print sets. Place these sets in durable tube-type drawing containers with end caps. Mark the end cap of each container with suitable identification.
3. Submit the marked-up record set and 3 copy sets to the Architect for the Owner's records; the Architect will retain 1 copy set.

1.4 RECORD SAMPLE SUBMITTAL

- A. Immediately prior to date of Substantial Completion meet with the Architect and the Owner's personnel at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to the Owner's Sample storage space. Dispose of other Samples in a manner specified for disposing surplus and waste materials.

1.5 MAINTENANCE MANUAL SUBMITTAL

- A. Refer to Division 1 Section "Operation and Maintenance Data" for requirements regarding submittal of operation and maintenance manuals.

1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Refer to Individual Specification Sections in Divisions 2 through 16 for additional record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Architect for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 RECORDING

- A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project.

END OF SECTION 017200

SECTION 017700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

1.3 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete and clean in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- B. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, and before the Architect and Owner issue a Certificate of Substantial Completion, each Prime Contractor shall submit a Punch List of observed items requiring completion or correction prior to final payment for review. The Punch List shall be prepared on the form provided in Division 1 Section "Contract Closeout." Failure to include an item does not alter the responsibility of the Contractors to complete all Work in accordance with the Contract Documents.
- C. Upon receipt of the Contractor's Punch List, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's Punch List, which is not sufficiently complete in accordance with the Contract Documents to that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- D. When the work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion.

E. Preliminary Procedures: Before requesting inspection for a Certificate of Substantial Completion, complete the following. List ALL exceptions in the request.

1. In the Application for Payment that first follows the date Substantial Completion is claimed, show 100% completion for the portions of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100% completion cannot be shown, include a punch list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - c. Refer to Division 1 Section "Applications for Payment" for additional information regarding the application which first follows Substantial Completion.
2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance manuals, damage or settlement surveys, property surveys and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items.
7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

F. Inspection Procedures: Upon receipt of a request for inspection, the Architect will either proceed with the inspection or advise the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will perform a follow-up inspection, when requested and assure that the Work is substantially complete, and verify that all previously unfulfilled Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for Certificate of Final Acceptance and final payment, complete the following. List ALL exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Contractor's final list of items to be completed or corrected, endorsed, and dated by the Contractor. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 4. Submit consent of surety to final payment.
 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 6. Refer to Division 1 Section "Applications for Payment" for additional information regarding the Final Application for Payment.
 7. Refer to Division 1 Section "Contract Closeout" and "Final Cleaning" for additional information regarding the project closeout, cleaning and punch list requirements.
- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
1. Upon completion of reinspection, the Architect will prepare a Certificate of Substantial Completion. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, reinspection will be repeated. If more than one (1) reinspection is required to assure final completion, all costs incurred by the Architect, both direct and indirect, shall be chargeable to the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.
 5. Lubricants.
 6. Fuels.
 7. Identification systems.
 8. Control sequences.

9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

3.2 PUNCH LIST FORM

- A. The Punch List is a comprehensive list of all Prime Contractors' observed items requiring completion or correction within 30 days of the date of Substantial Completion.
 1. Using the Punch List Form in Section 01700a, list the location, the date, a description of the item and the Contractor responsible for the item. Upon request this form can be provided in MS Excel format.
- B. Upon receipt of the Punch List, the Architect will review; make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Punch List, that item will be added to the list to include location, date, description and the Contractor responsible for completing the item.
- C. The Architect will return the Punch List and a Certificate of Substantial Completion that will establish the required completion date of the item. At the established completion date, a status notation on the form will indicate whether the item is complete or incomplete.

3.3 CONSTRUCTION PHASE: CONTRACT REQUIREMENT AND CLOSEOUT CHECK LIST

- A. Information: The attached Construction Phase: Contract and Closeout Check List is a summary of the items required for Substantial Completion.

END OF SECTION 017700

CONSTRUCTION PHASE: CONTRACT REQUIREMENTS AND CLOSEOUT CHECKLIST



PROJECT		
DATE OF NOTICE TO PROCEED or DATE OF AGREEMENT		
DATE OF SUBSTANTIAL COMPLETION		
DATE OF FINAL COMPLETION		
COMPLETION OF CRA BASIC FIELD SERVICES		
ACTION / TASK	DATE REQUIRED	COMPLETE
Pre-Construction Conference - Specification Section 01200		
Distribution of the additional sets of contract documents to Contractor as identified in the Supplementary General Conditions of the Contract for Construction.		
Obtain all items required from the Contractor prior to the first application for payment: See Specification Section 01027		
Secure a Stipulation Against and Waiver of Liens Form from each Prime Contractor.		
Execute an Initial Statement of Contract Value.		
List of subcontractors.		
List of principal suppliers and fabricators.		
Schedule of Values.		
Contractor's Construction Schedule (preliminary if not final).		
Schedule of principal products.		
List of Contractor's staff assignments.		
Copies of building permits.		
Coordination Drawings due from Contractors - Specification Section 01041		
Submission of Submittal Schedule - Specification Section 01300		
Completion of Submittal / Shop Drawing Process		
Completion of all mock-up and sample panels - 90 days		
Initial Construction Schedule governing the first 120 days of construction. Specification Section 01320		
Complete a Final Construction Schedule governing the Work. Specification Section 01320		
Requests for Substitutions - Specification Section 01631		
Completion of Punch List Items - <u>30 days</u> to be established on the Certificate of Substantial Completion		
Completion of Contract Closeout - Specification Section 01700		
Obtain all items required from the Contractor prior to processing pay application at Substantial Completion: See Specification Section 01027		
Occupancy permits and similar approvals.		

Warranties (guarantees) and maintenance agreements.		
Test/adjust/balance records.		
Maintenance instructions.		
Startup performance reports.		
Changeover information related to Owner's occupancy, use, operation, and maintenance.		
Final cleaning.		
List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.		
Obtain all items required from the Contractor prior to processing pay application at Final Completion: See Specification Section 01027		
Execute a Contractor's Affidavit of Release of Liens Form (AIA Document G706A).		
Completion of Project closeout requirements.		
Completion of items specified for completion after Substantial Completion.		
Ensure that unsettled claims will be settled.		
Ensure that incomplete Work is not accepted and will be completed without undue delay.		
Application for reduction of retainage and consent of surety.		
Transmittal of required Project construction records to the Owner.		
Removal of temporary facilities and services.		
Removal of surplus materials, rubbish, and similar elements.		
Change of door locks to Owner's access.		
Attend the 11 month warranty walk through - Supplementary General Conditions for the Contract for Construction		

SECTION 017800 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Temporary Facilities & Controls" specifies general cleanup and waste-removal requirements.
 - 2. Division 1 Section "Contract Closeout" specifies general contract closeout requirements.
 - 3. Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 16.
- C. Multiple Prime Contracts: Each prime contractor is responsible for final cleaning their own Work. The Contractor for General Construction is responsible for coordinating final cleaning of an area or piece of equipment where more than one prime contractor is involved.
- D. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
 - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
 - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents

that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final-cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 3. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
 - 5. Remove snow and ice to provide safe access to the building.
 - 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 8. Broom clean concrete floors in unoccupied spaces.
 - 9. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo, if required.
 - 10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - 11. Remove labels that are not permanent labels.
 - 12. 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.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 16. Clean ducts, blowers, and coils if units were operated without filters during construction.
 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
 19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 017800

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for operation and maintenance manuals, including the following:
 - 1. Preparing and submitting operation and maintenance manuals for building operating systems and equipment.
 - 2. Preparing and submitting instruction manuals covering the care, preservation, and maintenance of architectural products and finishes.
 - 3. Instruction of the Owner's operating personnel in the operation and maintenance of building systems and equipment.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies preparation of Shop Drawings and Product Data.
 - 2. Division 1 Section "Contract Closeout" specifies general closeout requirements.
 - 3. Appropriate Sections of Divisions 2 through 16 specify special operation and maintenance data requirements for specific pieces of equipment or building operating systems.
- C. Multiple Prime Contracts: Preparation of operation and maintenance manuals includes collecting material, collating and binding material, and submitting data. Each Prime Contractor shall prepare operation and maintenance data for its own installations.
 - 1. Where operation and maintenance manuals include information on installations by the Contractor for General Construction and another contractor, the Contractor for General Construction shall prepare the manuals.
 - 2. Where operation and maintenance manuals include information on installations by more than one prime contractor, other than the Contractor for General Construction, the Contractor who is the principal source of information, as determined by the Architect, shall receive information furnished by other contractors and prepare the manuals.
 - 3. Where instruction in operation and maintenance procedures on equipment and systems involves participation of more than one Contractor, the Contractor

designated by the Architect as the principal instructor shall coordinate with the other contractors for a mutually agreeable time to provide instruction to the Owner's operation and maintenance personnel.

1.3 QUALITY ASSURANCE

- A. Maintenance Manual Preparation: In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
 - 1. Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communication of essential data.
 - 2. Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.
- B. Instructions for the Owner's Personnel: Use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved to instruct the Owner's operation and maintenance personnel.

1.4 SUBMITTALS

- A. Submittal Schedule: Comply with the following schedule for submitting operation and maintenance manuals:
 - 1. Before Substantial Completion, when each installation that requires operation and maintenance manuals is nominally complete, submit 2 draft copies of each manual to the Architect for review. Include a complete index or table of contents of each manual.
 - a. The Architect will return 1 copy of the draft with comments within 15 days of receipt.
 - 2. Submit 1 copy of data in final form at least 15 days before final inspection. The Architect will return this copy within 15 days after final inspection, with comments.
 - 3. After final inspection, make corrections or modifications to comply with the Architect's comments. Submit the specified number of copies of each approved manual to the Architect within 15 days of receipt of the Architect's comments.
- B. Form of Submittal: Prepare operation and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
 - 1. Binders: For each manual, provide heavy-duty, commercial-quality, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2-by-11- inch paper. Provide a clear plastic

sleeve on the spine to hold labels describing contents. Provide pockets in the covers to receive folded sheets.

- a. Where 2 or more binders are necessary to accommodate data, correlate data in each binder into related groupings according to the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
 - b. Identify each binder on front and spine, with the printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter covered. Indicate volume number for multiple volume sets of manuals.
2. Dividers: Provide heavy paper dividers with celluloid-covered tabs for each separate Section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the Section on each divider.
 3. Protective Plastic Jackets: Provide protective, transparent, plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
 4. Text Material: Where maintenance manuals require written material, use the manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specially prepared data, neatly typewritten, on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Where maintenance manuals require drawings or diagrams, provide reinforced, punched binder tabs on drawings and bind in with text.
 - a. Where oversize drawings are necessary, fold drawings to the same size as text pages and use as a foldout.
 - b. If drawings are too large to be used practically as a foldout, place the drawing, neatly folded, in front or rear pocket of binder. Insert a typewritten page indicating drawing title, description of contents, and drawing location at the appropriate location in the manual.

1.5 MANUAL CONTENT

- A. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls:
 1. General system or equipment description.
 2. Design factors and assumptions.
 3. Copies of applicable Shop Drawings and Product Data.
 4. System or equipment identification, including:
 - a. Name of manufacturer.
 - b. Model number.
 - c. Serial number of each component.
 5. Operating instructions.

6. Emergency instructions.
 7. Wiring diagrams.
 8. Inspection and test procedures.
 9. Maintenance procedures and schedules.
 10. Precautions against improper use and maintenance.
 11. Copies of warranties.
 12. Repair instructions including spare parts listing.
 13. Sources of required maintenance materials and related services.
 14. Manual index.
- B. Organize each manual into separate Sections for each piece of related equipment. As a minimum, each manual shall contain a title page; a table of contents; copies of Product Data, supplemented by Drawings and written text; and copies of each warranty, bond, and service contract issued.
1. Title Page: Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
 - a. Subject matter covered by the manual.
 - b. Name and address of the Project.
 - c. Date of submittal.
 - d. Name, address, and telephone number of the Contractor.
 - e. Name and address of the Architect.
 - f. Cross-reference to related systems in other operation and maintenance manuals.
 2. Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
 - a. Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
 3. General Information: Provide a general information Section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or Installer and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local source for replacement parts and equipment.
 4. Product Data: Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one item in a tabular format, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.
 5. Written Text: Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is

necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.

6. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
 - a. Do not use original project record documents as part of operation and maintenance manuals.
7. Warranties, Bonds, and Service Contracts: Provide a copy of each warranty, bond, or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

1.6 MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. Submit 3 copies of each manual, in final form, on material and finishes to the Architect for distribution. Provide one section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.
 1. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
- B. Architectural Products: Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
 1. Manufacturer's Data: Provide complete information on architectural products, including the following, as applicable:
 - a. Manufacturer's catalog number.
 - b. Size.
 - c. Material composition.
 - d. Color.
 - e. Texture.
 - f. Reordering information for specially manufactured products.
 2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information on cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.

- C. Moisture Protection and Products Exposed to the Weather: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
 - 1. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Installation details.
 - d. Inspection procedures.
 - e. Maintenance information.
 - f. Repair procedures.
- D. Schedule: Provide complete information in the materials and finishes manual on products specified in the following Sections:
 - 1. Face Brick: Section 04810 - Unit Masonry.
 - 2. EPDM Sheet Roofing: Section 07530 - Single-Ply Membrane Roofing.
 - 3. Finish Hardware: Section 08710 - Door Hardware.
 - 4. Carpet: Section 09680 - Carpet.

1.7 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Submit 6 copies of each manual, in final form, on equipment and systems to the Architect for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
 - 1. Refer to individual Specification Sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.
- B. Equipment and Systems: Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
 - 1. Description: Provide a complete description of each unit and related component parts, including the following:
 - a. Equipment or system function.
 - b. Operating characteristics.
 - c. Limiting conditions.
 - d. Performance curves.
 - e. Engineering data and tests.
 - f. Complete nomenclature and number of replacement parts.
 - 2. Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
 - a. Printed operation and maintenance instructions.
 - b. Assembly drawings and diagrams required for maintenance.

- c. List of items recommended to be stocked as spare parts.
3. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
 - a. Routine operations.
 - b. Troubleshooting guide.
 - c. Disassembly, repair, and reassembly.
 - d. Alignment, adjusting, and checking.
 4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
 - a. Startup procedures.
 - b. Equipment or system break-in.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Instructions on stopping.
 - f. Shutdown and emergency instructions.
 - g. Summer and winter operating instructions.
 - h. Required sequences for electric or electronic systems.
 - i. Special operating instructions.
 5. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
 6. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
 7. Coordination Drawings: Provide each Contractor's Coordination Drawings.
 - a. Provide as-installed, color-coded, piping diagrams, where required for identification.
 8. Valve Tags: Provide charts of valve-tag numbers, with the location and function of each valve.
 9. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:
 - a. Electric service.
 - b. Controls.
 - c. Communication.

1.8 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

- A. Prior to final inspection, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Provide instruction at mutually agreed upon times.
 1. For equipment that requires seasonal operation, provide similar instruction during other seasons.

2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017823

SECTION 017900 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

- 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

- 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
 - 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
 - 3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

- D. Separate Prime Contracts: Each prime contractor is responsible for warranties related to its own contract.

1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- C. Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
 - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017900

