

Pool Deck Modifications (Rebid)

At

CENTRAL BUCKS HIGH SCHOOL EAST

For

**Central Bucks School District
20 Welden Drive
Doylestown, PA 18901**

Project Manual

Date: June 30, 2017

For

**Central Bucks School District
Administrative Offices, 20 Weldon Drive
Doylestown, Pa 18901**

**Integrated Aquatics Engineering, Inc.
75 Shewell Avenue
Doylestown, Pa 18901**

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CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

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SECTION 00 11 16 - INVITATION TO BID

**CENTRAL BUCKS SCHOOL DISTRICT
NOTICE TO BIDDERS**

Sealed bids will be received by the Central Bucks School District at the Operations Center, 320 West Swamp Road, Doylestown, Pa, 18901 until 11:00AM, July 20, 2017 SHARP (prevailing time) at which time bids will be opened and publicly read for the following:

FOR

POOL DECK MODIFICATIONS (REBID)

AT

CENTRAL BUCKS HIGH SCHOOL EAST

A pre-bid meeting for the project will be held 10:00 AM, prevailing time, July 13, 2017 beginning in the main lobby at CB East High School, 2804 Holicong Road, Buckingham Township, Pa. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THIS MEETING.

If additional information is required concerning these bids, contact Mike Nickerson at the Central Bucks School District Operations Center, 320 West Swamp Road, Doylestown, Pa 18901 or by phone (267) 893-4038.

Specifications are available to prospective bidders for downloading at the Bidding Information section of the CBSD Operations Department website at www.cbsd.org/Page/2175. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THE PRE-BID MEETING. THE BID FORM IS NOT AVAILABLE FOR DOWNLOAD BUT WILL BE PROVIDED TO CONTRACTORS WHO ATTEND THE PRE-BID MEETING OR WHO MAKE OTHER ARRANGEMENTS BY CONTACTING THE DISTRICT.

The Central Bucks School Board reserves the right to reject any or all bids, waive any informality in any bid, to eliminate or reduce quantities, and exercise its judgment as to the comparative merit of the products and services offered.

Sharon Reiner, Board Secretary
Central Bucks School District

INSERTION DATES: June 30, 2017
 July 3, 2017
 July 10, 2017

END OF SECTION 00 11 16

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SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

GENERAL

INVITATION TO BID

In accordance with Notice to Bidders, Proposals will be received for the performance of the Project as indicated in the Notice and all other documents included in the Contract Documents.

DEFINITIONS

Whenever in the Project Manual the following terms, or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

Contract Documents: Agreement covering the performance of the Project with payments therefore, include completion of Working Drawings and detailed Project Manual with all Addenda, Bulletins, Supplementary Conditions and Agreements, that may be entered into, Bid Proposal, Executed Contract, Contract Bonds, all of which documents are to be treated as one instrument whether or not set forth at length in the Form of Contract.

Project: POOL DECK MODIFICATIONS (REBID) AT CB EAST HIGH SCHOOL

Project Manual: Bidding and Contract Conditions and Requirements bound together and furnished by the Engineer/Owner pertaining to the Project.

Drawings: Drawings or reproductions thereof furnished by the Engineer/Owner pertaining to the Project.

Addenda and Bulletins: Written or graphic documents issued by the Engineer/Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Owner: Central Bucks School District

Architect/Engineer: Integrated Aquatics Engineering, Inc., Doylestown, PA

Bidder: An individual, firm, partnership or corporation acting directly through a duly authorized representative legally submitting a Proposal.

Contractor: Party of the second part to this Contract, for any one of the major Divisions of the work, acting directly or through agents or employees and primarily liable for the acceptable performance of the Project and for the payment of all debts pertaining to the Project.

Surety: The corporate body which is bound with and for the Contractor, and which engages to be responsible for his acceptable performance of the Project and for his payment of all debts pertaining to the Project.

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DRAWINGS AND PROJECT MANUAL

The Drawings and Project Manual are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Should any work be required which is not denoted in the Project Manual or on the Drawings because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such work shall be performed as fully as if it were described and delineated.

INTERPRETATIONS & SUBSTITUTIONS

No oral interpretation will be made to any Bidders as to the meaning of the Drawings and Project Manual. Should any questions arise as to the true meaning of any item noted on the Drawings, Specifications, or other Contract Documents, Bidder will immediately make a request in writing to the Engineer for clarification. Any requests for substitutions must be made during the bidding period in accordance with Article 3.4.2.1 of the Supplementary Conditions. An interpretation or response to a substitution request will be promptly made in the form of Addenda or Bulletin, and issued to all Bidders receiving Drawings and Project Manual. All such Addenda or Bulletins shall become part of the Contract Documents. No inquiry received within two (2) business days of the bid due date will be given consideration. Failure of a Bidder to receive such interpretation or response shall not relieve said Bidder of any obligation under his Bid as submitted.

CHANGES WHILE BIDDING

During the bidding period, Bidders may be furnished Addenda or Bulletins for additions to, or alterations of the Drawings or Project Manual, if any, which shall be included in the work covered by the proposals and become a part of the Contract Documents.

EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract prior to submitting a bid.

Bidders shall also thoroughly examine and be familiar with the Drawings and Project Manual. The failure or omission of any Bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions existing, shall in no way relieve any Bidder from obligation with respect to his bid. By submitting a bid, the Bidder agrees and warrants that he has examined the Project Manual, Drawings, Addenda, and Bulletins required in any part of the work for a given result to be produced, that the Project Manual, Drawings, Addenda, and Bulletins are adequate and the required result can be produced under the Project Manual, Drawings, Addenda, and Bulletins. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of the unintentional errors or conflicts in the Project Manual, Drawings, Addenda, and Bulletins.

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The Project Manual, Drawings, Addenda, and Bulletins shall be considered as a whole and shall not be separated during the bidding or construction period. Division of Project Manual into Divisions and Sections is solely for organization and is not intended to define trade responsibilities, unless specifically stated. Contractor is responsible for work of Division 1 as well as those items indicated under his Contract. Contractor shall be held responsible for reviewing and understanding the relationship between his work and the work of other Contracts, if being Bid separately, by becoming thoroughly familiar with the Drawings, Project Manual, Addenda, and Bulletins of other contracts. Contractor shall be responsible for all his work and, if he divides the Drawings, Project Manual, Addenda, and Bulletins for use of Subcontractors and material suppliers, he does so at his own risk.

Original Construction Drawings of the existing building and later additions and alterations are available for inspection from the Owner and will be available during the bidding and construction periods for the use of Contractors. Data indicated in these documents are not intended as representations or warranties of accuracy or continuity of existing conditions. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data is made available for the convenience of the Contractor.

OBLIGATION TO BIDDER

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and become thoroughly familiar with the Notice for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Bid Specifications and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint themselves with the conditions there existing, shall not relieve the bidder from his obligation to furnish all the necessary labor and materials to complete the project at the bid price. A claim of mistake or omission will likewise not excuse a bidder from any obligation under his bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

DATA FOR BIDS:

Each Bid shall be delivered in a plain sealed envelope marked as follows:

ATTN: PURCHASING DEPARTMENT
SEALED BID FOR:

POOL DECK MODIFICATIONS (REBID) AT CENTRAL BUCKS HIGH SCHOOL EAST

Bidder's name shall clearly appear on the front of the sealed envelope. All bid/proposal correspondence, pricing, etc., shall be typewritten or hand written in ink.

As noted in the Advertisement, all Proposals will be received until **11:00 A.M sharp** prevailing time, on **July 20, 2017**, at the Operations Center, 320 West Swamp Road, Doylestown, Pa. 18901. Any bid not received by the date and time stated will not be considered by the Owner.

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The Bidders are reminded to check the Advertisement, Proposal Form, and other Bidding Documents for the following:

1. Pre-Bid Conference date and time.
2. Non-Collusion Affidavit and Agreement of Surety.
3. Contractor's Qualification Statement.
4. Proper form of Bid Deposit in the correct amount.

Prior to submitting Proposal, Bidder shall be familiar with the Drawings, Project Manual and all other documents that will form parts of the Contract, and shall have investigated the site of the Project. Said examination shall be as necessary to satisfy themselves regarding the character and amount of work involved. They shall also have satisfied themselves that the necessary labor and equipment can be secured and that the materials he proposes to use will comply with the requirements therefore and can be obtained by him in the quantities and at the time required.

Bidders are cautioned to carefully read the complete Drawings and Project Manual and all other documents of the Contract to acquaint themselves with requirements therein necessitating coordination of their work with other Contractors required to complete the entire Project. It is understood that the various Bidders have included such work in their bids, even though the same is not specifically mentioned within the Divisions and Sections of the Specifications upon which they are bidding.

During the bidding period, Bidders may be furnished Bulletins modifying the Plans and Specifications. Any such Bulletins shall be taken into account in submitting a Bid and shall form a part of the Contract Documents.

Proposals shall be submitted in duplicate on the Proposal Forms furnished by the Owner properly filled out in the manner designated and duly executed, including Affidavits. Proposal Forms shall not be altered or added to in any way. Bid Documents shall be filled in, in ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern. The enclosed Forms, as noted below, are part of the Bid package and must be properly completed and submitted in the manner designated:

1. Bid Form (Section 004216)
2. Certified Check, Cashier's Check or Bid Bond (Section 004313)
3. Agreement of Surety (Section 004517)
4. Form of Non-Collusive Affidavit (Section 004519)
5. Contractors Qualification Statement (Section 004513)

Bidders must visit the site of the work and acquaint themselves with existing conditions before submitting a Bid. A Pre-Bid Conference is scheduled on July 13, 2017 at 10:00 AM in the main lobby at Central Bucks High School East. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THIS MEETING. The Engineer and Owner's representative will be available to answer questions, review project requirements, and the Bidder will be able to observe existing conditions.

A BANK CASHIER'S, BANK TREASURER'S CERTIFIED CHECK OR BID BOND IN FAVOR OF THE CENTRAL BUCKS SCHOOL DISTRICT IN THE AMOUNT OF 10% OF THE TOTAL BASE BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. It is understood the Bid Deposit will be

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forfeited to and retained by the Owner as liquidated damages if the Proposal, or any part thereof is accepted by the Owner, and the Bidder fails to execute the contract and furnish required bonds within ten (10) days from the date of Notice of Award. In the event of default and subsequent award of the contract to another bidder, the bidder shall be liable for the difference between the amount of his bid and the amount for which the Owner is obligated to pay on an award to another bidder and any and all costs associated with a rebid, less the ten percent (10%) security. Should the Owner fail to make any awards through no fault or failures on the part of the bidders, then Owner shall return said Bid Deposits.

With the exception of Bid Deposit of the three lowest acceptable bidders, the Bid Deposit of all other bidders will be generally returned within seven (7) calendar days of the opening of the bids. Bid Deposits of the three lowest bidders will be returned after contract has been awarded and signed.

Each Bidder shall submit with his Proposal a statement from Surety certifying that the Surety Company will provide the bidder with a Performance Bond and a Payment Bond, in the full amount (100%) of the awarded contract amount, should the Bidder be awarded the work. The Agreement of Surety shall be in the form as set forth herein and shall be dated, signed and sealed by an authorized officer of the company. Surety shall be licensed to transact business in the Commonwealth of Pennsylvania and appear on the Treasury Department's most current list (Circular 570).

Prior to the start of the guarantee period and before final payment is made, the Bidder who is awarded a Contract shall provide the Owner with a Maintenance Bond, together with power of attorney, in the amount of (10%) of the contract amount to insure the replacement or repair of defective materials or workmanship for two (2) years from the date of final completion.

Attorneys-in-fact who sign Bid Bonds, Contract Bonds, and Proposition of Surety must accompany with each bond or proposition, a certified and effectively dated copy of their power of attorney.

The cost of Bonds shall be paid for by the respective Contractor.

A Non-Collusion Affidavit shall be executed and submitted with the Contractor's Proposal using the form set forth herein. More than one proposal for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for the rejection of all proposals in which such bidder is interested.

Each Bidder is required to submit with the bid a current Contractor's Qualification Statement with a sworn statement of his financial responsibility, technical qualifications and evidence that he has completed at least three construction contracts of similar scope within the last two years, each equal to at least 50% of the total amount of the proposal submitted. Bidder shall also secure and submit Major Subcontractors Qualification Statements as required by this section. The above statements shall be submitted with the Bid or prior thereto.

The Bids are to include all labor, materials, accessories, equipment, incidentals and supervision and all other costs of any nature, incidental to, and growing out of all work as shown, specified, indicated, and required, as well as such Unit Price and Alternate Bid items as may be requested or noted for full and total completion of the work. These prices are important and should be carefully

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stated when Bids are submitted, and in the form, as quoted, on the Bid forms, attached to these specifications. It is not mandatory, upon any bidder, to include all Alternate Bids or Unit Prices. Should any bidder fail to submit any Alternate Bids or Unit Prices, he will, obviously be himself responsible for his act or omission and shall have no claim against the Owner, should the Owner award the Contract to a bidder who has submitted a more satisfactory bid. No additional conditions or provisions may be placed on a bid. Project Documents include specific requirements for Bids to be based on specified products as delineated herein. See the General Conditions of the Contract, Product Options & Substitutions provisions of these documents for information concerning substitution requests.

Bidder shall identify and list on his Proposal Form, each Major Subcontractor to be used on this Project. A Major Subcontractor is defined as any single Subcontractor performing greater than 25% of the work on this project. Bidder shall also secure and submit with the bid package a Contractors Qualification Statements for all Major Subcontractors.

No bid may be withdrawn for sixty (60) calendar days after the Bid Opening. The Owner reserves the right to accept or reject any or all bids under any Contract for a period of sixty (60) days after receipt of bids. The contract, if awarded, shall be awarded to the lowest responsible bidder. Whenever two or more bids are equal under the same contract, the Owner has the absolute discretion to award the contract to either bidder.

Public Works Employment Verification Act (Act 127 of 2012): Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations, and penalties of the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), 43 P.S. 167.1-167.11, which is incorporated herein by reference. The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the Central Bucks School District prior to award of the Contract. The form and relevant information can be found on the Department Of General Services' web site at www.dgs.state.pa.us. See Article 21 of the Supplementary Conditions, Section 00 73 00.

Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in Article 28 of the Supplementary Conditions as it relates to Prevention of Environmental Pollution.

The lowest responsible bidder shall be determined in accordance with statute. The Owner reserves the right to award the contract based upon the Base Bid alone or upon the combination of the Base Bid and selected alternates. The Owner shall have the right to determine which alternates, if any, shall be included in the final determination. The add or deduct amount of any alternates selected by the Owner shall be included in a consistent manner in all bid tabulations.

The Owner will, as soon as practical, award the Contract to the lowest responsible bidder, and it shall have the right to reject any or all Bids, to waive technical defects, and to accept or reject any part of any Bid, if in the judgment of the Owners its best interest shall be served by such action and the Bidder, in accepting the Contract Documents for Bidding accepts these conditions.

The Owner reserves the right to reject the Bid of any Bidder who in the judgment of the Owner, and in accordance with the law, is not in position to perform the Contract. No rights shall accrue to any

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person submitting a Bid or Proposal until such Bid has been accepted, and a contract awarded, and such contract completely executed in writing by both parties.

Bidder warrants to execute the Contract, furnish required Bonds in form as incorporated in the Contract Documents and in amounts specified in Article 11.1 of the General and Supplementary Conditions, furnish required Insurance Certificates, and begin work in accordance with the Project Schedule provided in the Supplementary Conditions. See also Section regarding Liquidated Damages.

END OF SECTION 00 21 13

BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 20 – Pennsylvania Prevailing Wage Rates

- A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto as amended are applicable to this project.
- B. Prevailing Wage Determinations attached to this section are incorporated into and made a part of the contract. Determinations for this project are included.
 - 1. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry must be paid to the workers employed in the performance of the contract. The contract shall specifically provide that the contract shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act, cited above, to assure the full and proper payment of said rates.
 - 2. The contract shall contain the stipulation that such workers shall be paid no less than such general prevailing wage rates and such other provisions to assure payment thereof as hereto set forth in this section.
 - 3. The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
 - 4. The contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
 - 5. The contract shall provide that no workers may be employed on the public work, except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of these Regulations shall be followed.
 - 6. The contract shall provide that all workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contract, subcontract and workers, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workers on public work.
 - 7. The contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages. The posted notice of wage rates must contain the following information:

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- a. Name of project
 - b. Name of public body for which it is constructed
 - c. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. Any workers paid less than the rate specified in the contract shall have a civil right of action to the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
8. The contract shall provide that the contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by him in connection with the public work and such record must include any deductions from each worker. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
9. The contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bon fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.
10. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the worker.
11. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting there from.
12. The contract shall also provide that the contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workers have been paid wages in strict conformity with the provisions of any wages remain unpaid to the amount of wages and owing to each worker respectively.

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13. The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

END OF DOCUMENT 00 21 20

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

Project Name:	CB East High School Pool Deck Modifications
Awarding Agency:	Central Bucks School District
Contract Award Date:	6/27/2017
Serial Number:	17-03986
Project Classification:	Building
Determination Date:	5/19/2017
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Bucks County

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

Project: 17-03986 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/29/2017		\$47.30	\$34.85	\$82.15
Asbestos & Insulation Workers	5/1/2016		\$46.25	\$32.89	\$79.14
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	1/1/2017		\$44.26	\$33.36	\$77.62
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Bricklayer	5/1/2016		\$38.48	\$26.78	\$65.26
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$45.25	\$27.59	\$72.84
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$19.68	\$19.64	\$39.32
Carpenters	5/1/2017		\$39.35	\$27.59	\$66.94
Cement Masons	5/1/2017		\$36.45	\$31.76	\$68.21
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2016		\$43.45	\$31.82	\$75.27
Drapery Installers	5/1/2009		\$31.09	\$21.34	\$52.43
Drywall Finisher	5/1/2016		\$36.48	\$26.38	\$62.86
Electric Lineman	5/30/2016		\$54.56	\$22.61	\$77.17
Electricians & Telecommunications Installation Technician	12/1/2017		\$42.31	\$16.38	\$58.69
Electricians & Telecommunications Installation Technician	6/1/2017		\$39.81	\$18.18	\$57.99
Electricians & Telecommunications Installation Technician	12/1/2016		\$39.81	\$17.48	\$57.29
Elevator Constructor	1/1/2016		\$52.79	\$30.29	\$83.08
Floor Layer	5/1/2017		\$42.51	\$27.91	\$70.42
Glazier	5/1/2017		\$42.18	\$30.92	\$73.10
Glazier	5/1/2016		\$41.28	\$29.92	\$71.20
Iron Workers	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers	7/1/2016		\$46.54	\$32.29	\$78.83
Iron Workers	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2018		\$44.55	\$35.20	\$79.75
Iron Workers - Reinforcing Steel Mesh - Rebar	1/1/2017		\$44.55	\$32.55	\$77.10
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2016		\$44.55	\$32.38	\$76.93
Laborers (Class 01 - See notes)	5/1/2016		\$27.60	\$24.95	\$52.55
Laborers (Class 02 - See notes)	5/1/2016		\$29.30	\$25.35	\$54.65
Laborers (Class 03 - See notes)	5/1/2016		\$27.87	\$24.95	\$52.82
Laborers (Class 05 - See notes)	5/1/2015		\$26.90	\$24.85	\$51.75
Landscape Laborer	4/1/2016		\$21.61	\$22.83	\$44.44
Marble Finisher	5/1/2016		\$33.55	\$24.17	\$57.72

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

Project: 17-03986 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.85
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.35
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2016		\$37.86	\$26.99	\$64.85
Millwright	7/1/2016		\$39.91	\$31.19	\$71.10
Operators (Building, Class 01 - See Notes)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators (Building, Class 01 - See Notes)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators (Building, Class 01 - See Notes)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators (Building, Class 01 - See Notes)	5/1/2019		\$47.95	\$29.06	\$77.01
Operators (Building, Class 01 - See Notes)	5/1/2021		\$51.04	\$29.97	\$81.01
Operators (Building, Class 01 - See Notes)	5/1/2020		\$49.50	\$29.51	\$79.01
Operators (Building, Class 01A - See Notes)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators (Building, Class 01A - See Notes)	5/1/2020		\$52.50	\$30.40	\$82.90
Operators (Building, Class 01A - See Notes)	5/1/2021		\$54.05	\$30.85	\$84.90
Operators (Building, Class 01A - See Notes)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators (Building, Class 01A - See Notes)	5/1/2019		\$50.96	\$29.94	\$80.90
Operators (Building, Class 02 - See Notes)	5/1/2021		\$50.80	\$29.89	\$80.69
Operators (Building, Class 02 - See Notes)	5/1/2020		\$49.25	\$29.44	\$78.69
Operators (Building, Class 02 - See Notes)	5/1/2019		\$47.70	\$28.99	\$76.69
Operators (Building, Class 02 - See Notes)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators (Building, Class 02 - See Notes)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators (Building, Class 02A - See Notes)	5/1/2021		\$53.81	\$30.77	\$84.58
Operators (Building, Class 02A - See Notes)	5/1/2020		\$52.26	\$30.31	\$82.57
Operators (Building, Class 02A - See Notes)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators (Building, Class 02A - See Notes)	5/1/2019		\$50.71	\$29.87	\$80.58
Operators (Building, Class 02A - See Notes)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators (Building, Class 03 - See Notes)	5/1/2021		\$46.71	\$28.69	\$75.40
Operators (Building, Class 03 - See Notes)	5/1/2020		\$45.17	\$28.24	\$73.41
Operators (Building, Class 03 - See Notes)	5/1/2019		\$43.62	\$27.78	\$71.40
Operators (Building, Class 03 - See Notes)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators (Building, Class 03 - See Notes)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators (Building, Class 04 - See Notes)	5/1/2021		\$46.41	\$28.60	\$75.01
Operators (Building, Class 04 - See Notes)	5/1/2019		\$43.32	\$27.69	\$71.01
Operators (Building, Class 04 - See Notes)	5/1/2020		\$44.86	\$28.14	\$73.00
Operators (Building, Class 04 - See Notes)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators (Building, Class 04 - See Notes)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators (Building, Class 05 - See Notes)	5/1/2019		\$41.60	\$27.18	\$68.78
Operators (Building, Class 05 - See Notes)	5/1/2020		\$43.14	\$27.64	\$70.78
Operators (Building, Class 05 - See Notes)	5/1/2021		\$44.69	\$28.10	\$72.79
Operators (Building, Class 05 - See Notes)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators (Building, Class 05 - See Notes)	5/1/2018		\$40.05	\$26.73	\$66.78

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

Project: 17-03986 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 06 - See Notes)	5/1/2019		\$40.61	\$26.89	\$67.50
Operators (Building, Class 06 - See Notes)	5/1/2020		\$42.16	\$27.35	\$69.51
Operators (Building, Class 06 - See Notes)	5/1/2021		\$43.70	\$27.80	\$71.50
Operators (Building, Class 06 - See Notes)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators (Building, Class 06 - See Notes)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators (Building, Class 07A- See Notes)	5/1/2019		\$57.84	\$33.57	\$91.41
Operators (Building, Class 07A- See Notes)	5/1/2020		\$59.70	\$34.10	\$93.80
Operators (Building, Class 07A- See Notes)	5/1/2021		\$61.55	\$34.65	\$96.20
Operators (Building, Class 07A- See Notes)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators (Building, Class 07A- See Notes)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators (Building, Class 07B- See Notes)	5/1/2019		\$57.55	\$33.47	\$91.02
Operators (Building, Class 07B- See Notes)	5/1/2018		\$55.70	\$32.92	\$88.62
Operators (Building, Class 07B- See Notes)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators (Building, Class 07B- See Notes)	5/1/2020		\$59.40	\$34.03	\$93.43
Operators (Building, Class 07B- See Notes)	5/1/2021		\$61.26	\$34.58	\$95.84
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2016		\$44.09	\$27.07	\$71.16
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2016		\$47.10	\$27.95	\$75.05
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2016		\$43.84	\$27.00	\$70.84
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2016		\$46.84	\$27.89	\$74.73
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.76	\$25.79	\$65.55
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.46	\$25.70	\$65.16
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2016		\$37.74	\$25.19	\$62.93
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2016		\$36.75	\$24.90	\$61.65
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.91	\$31.45	\$84.36
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.61	\$31.37	\$83.98
Painters Class 1 (see notes)	5/1/2017		\$37.82	\$26.46	\$64.28
Painters Class 2 (see notes)	5/1/2016		\$52.10	\$25.41	\$77.51
Painters Class 2 (see notes)	2/1/2016		\$52.10	\$25.41	\$77.51
Painters Class 3 (see notes)	5/1/2017		\$38.20	\$26.46	\$64.66
Plasterers	5/1/2017		\$37.42	\$28.83	\$66.25
Plumbers	5/1/2016		\$49.23	\$31.76	\$80.99
Plumbers	5/1/2017		\$51.42	\$32.57	\$83.99
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.95
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.70
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Pointers, Caulkers, Cleaners	5/1/2016		\$39.76	\$25.69	\$65.45
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87

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

Project: 17-03986 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Sheet Metal Workers	11/1/2016		\$45.32	\$37.36	\$82.68
Sign Makers and Hangars	5/20/2011		\$23.70	\$17.69	\$41.39
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Steamfitters	5/1/2017		\$54.64	\$32.53	\$87.17
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Stone Masons	5/1/2016		\$37.86	\$26.99	\$64.85
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04
Terrazzo Finisher	5/1/2016		\$37.06	\$22.73	\$59.79
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Grinder	5/1/2016		\$37.33	\$22.73	\$60.06
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Grinder	5/1/2019		\$43.98	\$22.73	\$66.71
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
Terrazzo Mechanics	5/1/2016		\$41.21	\$24.81	\$66.02
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Tile Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Tile Finisher	5/1/2016		\$33.55	\$24.17	\$57.72
Tile Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Tile Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Tile Setter	5/1/2016		\$41.21	\$24.81	\$66.02
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Truckdriver class 1(see notes)	5/1/2016		\$29.85	\$17.14	\$46.99
Truckdriver class 2 (see notes)	5/1/2016		\$29.95	\$17.14	\$47.09
Truckdriver class 3 (see notes)	5/1/2016		\$30.20	\$17.14	\$47.34

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

Project: 17-03986 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$51.42	\$27.39	\$78.81
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018		\$53.54	\$27.39	\$80.93
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$60.27	\$27.39	\$87.66
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019		\$55.72	\$27.39	\$83.11
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020		\$57.97	\$27.39	\$85.36
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$52.41	\$27.39	\$79.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019		\$48.46	\$27.39	\$75.85
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018		\$46.56	\$27.39	\$73.95
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020		\$50.41	\$27.39	\$77.80
Carpenter - Rodman (Surveying & Layout)	5/1/2021		\$41.93	\$21.19	\$63.12
Carpenter - Rodman (Surveying & Layout)	5/1/2019		\$38.77	\$21.19	\$59.96
Carpenter - Rodman (Surveying & Layout)	5/1/2018		\$37.25	\$21.19	\$58.44
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$35.77	\$21.19	\$56.96
Carpenter - Rodman (Surveying & Layout)	5/1/2020		\$40.33	\$21.19	\$61.52
Carpenters	5/1/2018		\$46.56	\$27.39	\$73.95
Carpenters	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenters	5/1/2021		\$52.41	\$27.39	\$79.80
Carpenters	5/1/2019		\$48.46	\$27.39	\$75.85
Carpenters	5/1/2020		\$50.41	\$27.39	\$77.80
Cement Masons	5/1/2017		\$34.45	\$31.51	\$65.96
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2016		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$46.20	\$31.26	\$77.46
Laborers (Class 01 - See notes)	5/1/2016		\$28.35	\$25.65	\$54.00
Laborers (Class 01 - See notes)	5/1/2017		\$29.75	\$25.65	\$55.40
Laborers (Class 02 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 02 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 03 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 03 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 04 - See notes)	5/1/2016		\$23.15	\$25.65	\$48.80
Laborers (Class 04 - See notes)	5/1/2017		\$24.55	\$25.65	\$50.20
Laborers (Class 05 - See notes)	5/1/2016		\$29.20	\$25.65	\$54.85
Laborers (Class 05 - See notes)	5/1/2017		\$30.60	\$25.65	\$56.25
Laborers (Class 06 - See notes)	5/1/2016		\$29.25	\$25.65	\$54.90
Laborers (Class 06 - See notes)	5/1/2017		\$30.65	\$25.65	\$56.30
Laborers (Class 07 - See notes)	5/1/2016		\$29.10	\$25.65	\$54.75
Laborers (Class 07 - See notes)	5/1/2017		\$30.50	\$25.65	\$56.15
Laborers (Class 08 - See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 08 - See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 09 - See notes)	5/1/2017		\$30.10	\$25.65	\$55.75

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

Project: 17-03986 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 09 - See notes)	5/1/2016		\$28.70	\$25.65	\$54.35
Laborers (Class 10- See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 10- See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 11 -See Notes)	5/1/2017		\$30.15	\$25.65	\$55.80
Laborers (Class 11 -See Notes)	5/1/2016		\$28.75	\$25.65	\$54.40
Laborers (Class 12 -See Notes)	5/1/2017		\$31.85	\$25.65	\$57.50
Laborers (Class 12 -See Notes)	5/1/2016		\$30.45	\$25.65	\$56.10
Laborers (Class 13 -See Notes)	5/1/2017		\$33.88	\$25.65	\$59.53
Laborers (Class 13 -See Notes)	5/1/2016		\$32.48	\$25.65	\$58.13
Laborers (Class 14 -See Notes)	5/1/2017		\$30.00	\$25.65	\$55.65
Laborers (Class 14 -See Notes)	5/1/2016		\$28.50	\$25.65	\$54.15
Laborers Utility (PGW ONLY)	5/1/2017		\$30.55	\$17.58	\$48.13
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		\$23.52	\$17.58	\$41.10
Landscape Laborer	5/1/2016		\$21.19	\$22.65	\$43.84
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2020		\$49.50	\$29.51	\$79.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2021		\$51.04	\$29.97	\$81.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2019		\$47.95	\$29.06	\$77.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2019		\$50.96	\$29.94	\$80.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2021		\$54.05	\$30.85	\$84.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2020		\$52.50	\$30.40	\$82.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2021		\$50.80	\$29.89	\$80.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2019		\$47.70	\$28.99	\$76.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2020		\$49.25	\$29.44	\$78.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2021		\$53.81	\$30.77	\$84.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2020		\$52.26	\$30.31	\$82.57
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.16	\$29.42	\$78.58

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

Project: 17-03986 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Highway)					
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2021		\$46.71	\$28.69	\$75.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2020		\$45.17	\$28.24	\$73.41
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2019		\$43.62	\$27.78	\$71.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2021		\$46.41	\$28.60	\$75.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2020		\$44.86	\$28.14	\$73.00
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2019		\$43.32	\$27.69	\$71.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2021		\$44.69	\$28.10	\$72.79
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2020		\$43.14	\$27.64	\$70.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2019		\$41.60	\$27.18	\$68.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2020		\$42.16	\$27.35	\$69.51
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2021		\$43.70	\$27.80	\$71.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2019		\$40.61	\$26.89	\$67.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2020		\$59.70	\$34.10	\$93.80
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2021		\$61.55	\$34.65	\$96.20
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2019		\$57.84	\$33.57	\$91.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2020		\$59.40	\$34.03	\$93.43

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

Project: 17-03986 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2021		\$61.28	\$34.58	\$95.86
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2019		\$57.55	\$33.47	\$91.02
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.70	\$32.92	\$88.62
Painters (Bridges, Stacks, Towers)	2/1/2016		\$52.10	\$25.41	\$77.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$51.91	\$32.53	\$84.44
Truckdriver class 1(see notes)	5/1/2016		\$29.70	\$17.14	\$46.84
Truckdriver class 2 (see notes)	5/1/2016		\$29.80	\$17.14	\$46.94
Truckdriver class 3 (see notes)	5/1/2016		\$30.05	\$17.14	\$47.19

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 42 16- PROPOSAL FORM-STIPULATED SUM FOR GENERAL CONSTRUCTION WORK

PROPOSAL FORM IS NOT AVAILABLE BY DOWNLOAD. IT WILL BE
AVAILABLE AT THE PRE-BID MEETING OR BY CONTACTING THE
CENTRAL BUCKS SCHOOL DISTRICT TO MAKE SPECIAL
ARRANGEMENTS, SEE SECTION 00 11 16

END OF SECTION 00 42 16

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a corporation authorized to transact business in Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the Central Bucks School District (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this ____ day of _____, 2017.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to perform work for the Obligee's proposed Pool Deck Modifications (Rebid) at CB East High School Project for the Central Bucks School District in Bucks County, pursuant to plans, specifications, and other Contract Documents prepared by Central Bucks School District and Integrated Aquatics Engineering, Inc and incorporated into said bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such shall be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his bid by Obligee and within the period specified therefore in the bidding requirements, enter into a written agreement with the Obligee, in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Owner, and furnish required certificates of insurance, in all respects as required by the bidding requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest. In the event the Obligee does not contract with any other person or entity for the required work within the firm bid period set forth in the bidding requirements, whether because of lack of other proposals or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Owner shall determine, in its sole discretion, that it can afford, then the full amount of this bid security shall be forfeited to Obligee as liquidated damages.

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal)

(SEAL)

Witness:

Signature of Individual
Trading and doing business as:

(Individual Name)

(Business Name)

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

Attest: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

(CORPORATE SEAL)

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

OR (if applicable)

Attest: _____

*By: _____
Authorized Representative

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

(CORPORATE SURETY)

Name of Corporation

Witness or Attest:

**By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION 00 43 13

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 45 13 - BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.1 ATTACHMENTS

A. AIA A305 Contractor's Qualification Statement.

1. The "Contractor's Qualification Statement", A.I.A. Document No. A305-1986, of the American Institute of Architects, 1986 Edition, is hereby made a part of the Specifications as bound herein (4 pages). The Qualification Statement is subject to all modifications as set forth hereinafter and as referenced in the Instructions to Bidders.
2. Each Bidder is required to submit with the bid a current Contractor's Qualification Statement with a sworn statement of his financial responsibility, technical qualifications and evidence that he has completed at least three construction contracts of similar scope within the last two years, each equal to at least 50% of the total amount of the proposal submitted. Bidder shall also secure and submit Major Subcontractors Qualification Statements as referenced in Article 5 of the Supplementary Conditions. The above statements shall be submitted with the Bid or prior thereto.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 00 45 13

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:

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.

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

- § 1.3.3 President's name:
- § 1.3.4 Vice-president's name(s)

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

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

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

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

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

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

§ 2. LICENSING

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

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

§ 3. EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

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

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

Net Fixed Assets;

Other Assets;

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

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

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

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

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

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

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

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

| Subscribed and sworn before me this day of 20

Notary Public:

My Commission Expires:

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 45 16 - FINANCIAL DISCLOSURE FORM

Company Name _____

Company Address _____

Number of Years in Business _____

In What Commonwealth/States is the Company Licensed to Operate? _____

Has the Company, or any of its Officers, ever defaulted on a Construction Contract?

_____ If yes, please explain (attach complete explanation).

Has the Company ever been terminated, prior to completion of a Construction Contract?

_____ If yes, please explain (attach complete explanation).

Has the Company, or any of its Officers, ever been debarred from or precluded from performing Public Work?

_____ If yes, please explain (attach complete explanation).

Is the Company currently involved in any litigation or arbitration?

_____ If yes, please explain (attach complete explanation).

Financial Institution References:

1. Name: _____ Contact: _____

Address: _____ Phone: _____

2. Name: _____ Contact: _____

Address: _____ Phone: _____

3. Name: _____ Contact: _____

Address: _____ Phone: _____

Attach to this form (on Bidder's letterhead);

1. Company's Financial Statements for past TWO CALENDAR YEARS.
2. Company's Current Balance Sheet.

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 45 17 - AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Surety, a corporation existing under the laws of the State of _____, and authorized to transact business in the Commonwealth of Pennsylvania hereby agrees, intending to be legally bound hereby, to execute and deliver to Central Bucks School District, within the time limit specified in the Contract Documents, the Performance Bond and Payment Bond in the forms included in the Contract Documents each in an amount of 100% of the Contract Sum, in favor of the Central Bucks School District, as required for the faithful performance and proper fulfillment of the _____ contract for Pool Deck Modifications (Rebid) at Central Bucks High School East, located in Bucks County, on behalf of _____ (hereinafter called the Bidder) provided that the above contract be awarded to the bidder within forty-five (45) days after the date of opening of the bids or otherwise as set forth in the Bidding Instructions and Invitation to Bidders.

Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bonds and agreement, then the Surety shall pay to the Central Bucks School District, hereinafter called the Obligee, any difference between the total amount specified in said bidder's proposal for the required work and the amount of which said Obligee may procure the same work, if the latter amount be in excess of the former, plus any advertising, architectural, legal and other expenses incurred by Obligee; provided, however, that the obligations of Surety hereunder shall not exceed the amount of bid security provided by the Bidder together with interest.

Dated: _____, 2017

(CORPORATE SURETY)

WITNESS OR ATTEST:

By: _____

Attorney-in-Fact*

NAME: _____

(Please type)

*Attach an appropriate Power of Attorney, dated as of the same date as this Agreement, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

END OF SECTION 00 45 17

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____:

County of _____:

I state that I am _____ [Title] of
_____ [Name of Firm], and that I am authorized
to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person
responsible in my firm for the price(s) and the amount of this bid for Water System Modifications and
Addition at Central Bucks High School East.

I state that:

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

CENTRAL BUCKS SCHOOL DISTRICT
 CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

Any affidavits stating that the bidder or any of its affiliates, subsidiaries, officers, directors and employees have been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit the Central Bucks School District from accepting a bid from or awarding a contract to the bidder, but may be a ground for consideration on the question whether the District should decline to award a contract to that bidder on the basis of lack of responsibility.

I state that _____ [Name of firm] understands and acknowledges that the above representations are material and important, and will be relied on by the Central Bucks School District in awarding the contracts for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Central Bucks School District of the true facts relating to the submission of bids for this contract

 (Bidder Name)

 (Company Position)

SWORN TO AND SUBSCRIBED
 BEFORE ME THIS _____
 DAY OF _____, 2017.

 Notary Public

Seal

My commission expires _____

END OF SECTION 00 45 19

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 52 16 –AGREEMENT FORM-STIPULATED SUM

PART 1 - GENERAL

- A. The form of agreement between Owner and Contractor to be used for this Project will be the *2007 Edition* of AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, with modifications set forth herein after as contained Section 007300 – Supplementary Conditions.

- B. The *2007 Edition* of AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR is included as reference and the actual Agreement will include the provisions/modifications as noted in Section 007300 – Supplementary Conditions.

END OF SECTION 00 52 16



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, legal status, address and other information)

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.

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

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

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

The Owner and Contractor agree as follows.

Init.

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.

Init.

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§ 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.)

Portion of the 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 Dollars (\$), 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 (\$0.00)
------	-----------------------	-------------------------

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

Item	Price (\$0.00)
------	----------------

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 _____ 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.

§ 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 _____ percent (_____ %). 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 _____ percent (_____ %);
- .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.

(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:

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.)

Section	Title	Date	Pages
---------	-------	------	-------

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

Number	Title	Date
--------	-------	------

§ 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)
---------------------------	--

Init.

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 61 00 - BOND FORMS

- 1.1 Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond (006113.13) and a Payment Bond (006113.16) in the forms provided in the these Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum. The Bidder may use the AIA Document A312-2010 Payment Bond in lieu of the Payment Bond form included and referenced herein.
- 1.2 The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.
- 1.3 The Performance and Payment Bonds must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as accepted sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said Circular or revision thereof.
- 1.4 Contractor shall provide a maintenance bond in the amount of 10% of the final contract amount at the final completion of the contract. Bonds shall provide coverage for Correction of work during the two year guarantee period.

END OF SECTION 00 61 00

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 61 13.13 - PERFORMANCE BOND FORM

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

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid, dated _____, 2017 (the "Bid"), to perform certain _____ construction work for the Obligee, in connection with the Pool Deck Modifications (Rebid) at Central Bucks High School East, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by Central Bucks School District and Integrated Aquatics and

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

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

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

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

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of two (2) years from the date of final completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

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

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

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor

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CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this ____ day of _____, 2017.

(Individual Principal)

(SEAL)

Witness:

Signature of Individual
Trading and doing business as:

(Individual Name)

(Business Name)

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

Attest: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

(CORPORATE SEAL)

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY)

Name of Corporation

Witness or Attest:

_____ **By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the bond, evidencing the authority of the Attorney-in-fact to act on behalf of the Corporation.

END OF SECTION 00 61 13.13

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

SECTION 00 61 13.16 - PAYMENT BOND FORM

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

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid, dated _____, 2017 (the "Bid"), to perform certain _____ (name of contract) construction work for the Obligee, in connection with the Pool Deck Modifications (Rebid) project at Central Bucks High School East, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by Central Bucks School District and Integrated Aquatics and

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

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

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

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

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

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

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

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

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

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 2017.

(Individual Principal)

(SEAL)

Witness:

Signature of Individual
Trading and doing business as:

(Individual Name)

(Business Name)

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)

Partner

By: _____ (SEAL)

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

Partner

_____ By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

Attest: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____

*By: _____
Authorized Representative

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY)

Name of Corporation

Witness or Attest:

_____ **By: _____
Title

(CORPORATE SEAL)

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS (REBID)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION 00 61 13.16

CENTRAL BUCKS SCHOOL DISTRICT
CB EAST HIGH SCHOOL POOL DECK MODIFICATIONS

SECTION 00 72 16 - GENERAL CONDITIONS OF THE CONTRACT

PART 1 - GENERAL

- A. Standard form of the following:
1. General Conditions of the Contract, AIA A201, 2007 Edition. (39 pages)
 2. Modifications as set forth in the Supplementary Conditions of the Specifications as contained in Section 007300 – Supplementary Conditions.

END OF SECTION 00 72 16



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

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

THE OWNER:
(Name and address)
Central Bucks School District
20 Welden Drive
Doylestown, Pa. 18901

THE ARCHITECT:
(Name and address)

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ADDITIONS AND DELETIONS:

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

Init.

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User Notes:

(2101540724)

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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

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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.

§ 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.

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§ 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.

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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.

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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.

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§ 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.

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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.

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§ 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.

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§ 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.

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SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

00 73 00.1 STANDARD AIA FORM

Work will be subject to provisions set forth by the American Institute of Engineers Standard AIA Document A201 "General Conditions of the Contract for Construction", 2007 Edition, Articles 1 thru 15 inclusive, which are hereby made a part of this Specification.

00 73 00.2 MODIFICATION OF AIA FORM A201

The following supplements, modifies, deletes from, and/or adds to AIA Form 201 "General Conditions of the Contract for Construction" (2007 edition) as indicated by the following articles, paragraphs, etc. as noted below:

1. Articles, or portions thereof, that are not specifically modified, deleted, or superseded hereby, remain in full effect.
2. The General Conditions and Supplementary Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Project Manual.

00 73 00.3 RELATED DOCUMENTS

Supplemental Conditions Article 16 specifically modifies Sections 1 thru 15 of AIA Document A201 "General Conditions of the Contract for Construction". Supplemental Conditions commencing with Article 17 act to modify, change and/or add to the Standard Form of Agreement between Owner and Contractor and other documents incorporated or therein described. Where any article, paragraph or subparagraph of the said documents is modified, supplemented, or voided by these Supplemental Project Requirements, the unaltered parts of said documents will remain in effect. The General Conditions of the Contract for Construction and Supplementary Conditions contained herein are applicable to all of the Work under the Contract.

Specific administrative and procedural minimum actions are specified in this Section, as extensions of provisions in General Conditions of the Contract for Construction and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication by Owner or Engineer that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents. Provisions of this Section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection and support facilities.

00 73 00.4 GENERAL PROVISIONS OF THESE SUPPLEMENTARY CONDITIONS

ARTICLE 16: MODIFICATIONS TO GENERAL CONDITIONS (A-201)

ARTICLE 3: CONTRACTOR: The following shall be considered revisions or additions to Article 3:

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3.1 GENERAL: Add subparagraph 3.1.1.1 as follows:

3.1.1.1: Whenever the term "Contractor" is used in these Documents, it shall mean the Contractor with whom a Contract had been entered into for any of the various Contracts, unless noted otherwise.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR: Add subparagraphs 3.2.1.1 thru 3.2.1.4 and paragraph 3.2.4 as follows:

3.2.1.1: If any errors, inconsistencies or omissions appear in the Drawings, Specifications, or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained during the Bidding Period, the Contractor shall within ten (10) days after receiving "Notice of Award" notify the Owner in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, he will be responsible for the results of any such errors, inconsistencies or omissions and the cost of rectifying same. At the end of the ten (10) day period, Interpretations of this procedure shall be made by the Owner and his decision will be final.

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

3.2.1.3: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be the most costly) is intended and will be enforced. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Owner in writing for a decision before proceeding. These may be shown on any plan, partial plan, in the Project Manual or in any Addenda.

3.2.1.4: Where the word "similar" occurs on the drawings it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work. Where on any drawings or a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work. Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs, and shall also apply to all other similar parts in the work unless otherwise indicated.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES: Add paragraphs 3.3.4 & 3.3.5 as follows:

3.3.4: The Contractor for the project shall locate benchmarks and establish primary lines and levels. He will verify all grades, lines, levels, and dimensions shown on the Drawings, and report any discrepancies or inconsistencies in the above in writing to the Engineer before commencing work.

3.3.5: Electric power and Gas service to the building must be maintained at all times during occupied periods. The contractor is responsible to maintain power to the equipment at all times thru the use of temporary feeds, temporary power generation equipment etc. or any other means necessary.

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3.4 LABOR AND MATERIALS:

Add the following to 3.4.2 "Labor and Materials":

3.4.2.1: 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 the bid proposed. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", they shall be subject to equals only as approved by the Engineer and/or Engineers in accordance with substitution procedures specified in Division 01. See Section 016000 Product Requirements for detailed information. Substitutions considered by the Owner or Engineer shall be limited to those proposed before bids are due unless products or systems become unavailable through no fault of the Contractor.

3.4.2.1.1: Such references require that which is established as standards of quality shall be provided without substitution unless permitted by the Contract Documents.

3.4.2.2: Materials specified which become unavailable due to strike, loss of plant through fire or flood, bankruptcy or other unforeseeable cause, shall be substituted equally at no cost to the Owner from another source subject to the substitution procedures in Section 016000 Product Requirements.

3.4.2.3: Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work such as rough-in, changes in supporting foundations and other related work. Contractor shall be responsible for costs of additional work and changes required to incorporate substitute materials, products, equipment or systems approved during the bidding period, including all such work and changes performed under other divisions of work.

3.4.2.4: The Contractor shall assume full responsibility for the adequacy of substitute work.

Add paragraphs 3.4.4 thru 3.4.9 as follows:

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

3.4.5: All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the Manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request (in writing) clarification from the Owner before proceeding.

3.4.6: All workmanship, equipment, materials, and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Where equipment, materials or articles are referred to in the Specification as "equal to" any particular standard, the Owner shall decide the question of equality. Contractor shall furnish, for the Owner's approval, full information concerning materials, or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Materials and articles installed or used without such written approval shall be at the risk of subsequent rejection.

3.4.7: No previous inspection or certificate of payment shall be held as an acceptance of defective work or materials or to relieve Contractor from the obligation to furnish sound

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materials and to perform good satisfactory work. The Engineer shall be the sole judge of the materials and work furnished.

3.4.8: If the Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value between such work and that as specified, together with a fair allowance for damage shall be deducted from the Contract price.

3.4.9: Should Contractor wish to substitute a specified item, Contractor shall submit a complete detailed request in accordance with Section 016000.

3.5 WARRANTY: Add paragraph 3.5.1 as follows:

3.5.1: Contractor shall fully warranty all material and workmanship for the entire project for two years from substantial completion and acceptance by Owner unless otherwise indicated. See Technical Specifications for additional required Manufacturer's Warranty.

3.6 TAXES: Add subparagraphs 3.6.1 thru 3.6.4 as follows:

3.6.1: All bids submitted must include all applicable taxes including, but not limited to, Pennsylvania State Sales and Use Taxes, and Federal Excise Taxes. If the item subject of this bid is exempt from State Sales and Use Taxes, the School District will provide evidence of tax exempt status.

3.7: PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS: Add subparagraph 3.7.1.1 as follows:

3.7.1.1: The contractor is responsible for obtaining all required building permits from the respective Municipalities in which work will be performed for this project. The Owner will pay directly any required municipal fee for the building permit. The contractor and sub-contractors shall be responsible for and required to pay for any fees required by the municipality for Contractor's registration, license, or similar business/occupation registration.

3.8 ALLOWANCES: Add subparagraph 3.8.4 as follows:

3.8.4: No cash allowances for any purpose are included in the specifications for this project.

3.9 SUPERINTENDENT: Add subparagraph 3.9.1.1 as follows:

3.9.1.1: If during the course of the project, it is evidenced that the Superintendent is not competent or is not managing the progress of the project or is not coordinating the various subcontractors under the Contractor's supervision, then the Owner and Engineer, or either of them, shall document such findings to the Contractor. If, within (10) days of receiving such notice, no substantial effort or correction of the findings is made, then the Engineer, based upon the Owner's recommendation, may require the replacement of the Superintendent with an acceptable Superintendent.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE. Delete paragraphs 3.10.1 thru 3.10.3 and substitute the following:

3.10.1: The Contractor shall, within twenty (20) calendar days after issuance of Notice of Award, submit a draft Construction Schedule along with a detailed submittal schedule to

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the Owner (see 8.2.3.1). Seven (7) calendar days after the Owner receives the Contractors' Construction Schedule, the Contractor shall meet with and review the Owner's comments and develop the final Contractors' Construction Schedule. The Contractor's Construction Schedule shall be related to the entire Project and shall not exceed time limits current under the Contract Documents for substantial completion of the entire Project as indicated in 8.2.3.6.

3.10.1.1: In the absence of a signed change order approving an extension of time, all Contractor Construction Schedule updates must show substantial completion date consistent with the date required in paragraph 8.2.3.6 of these Supplementary Conditions. Changes in logic or duration shall not be made, except for good cause, and shall not result in an extension of the time for substantial completion. In the event certain aspects of the work fall behind the Contractor's Construction Schedule, the Contractor(s) responsible for such aspects of the Work shall, in coordination, and consultation with all the Contractors, develop a recovery plan to revise logic, add manpower resources to reduce duration, expedite procurement or advance start of activities, to get the project back on a schedule that will assure completion in accordance with the substantial completion date..

3.10.1.2: ALL WORK THAT MAY, AS DETERMINED BY THE OWNER, BE DISRUPTIVE OR INTERFERE WITH THE HEALTH OR SAFETY OF PERSONS OCCUPYING THE BUILDING, INCLUDING NOISY OR DUSTY WORK, CONTRACTOR SHALL PERFORM SUCH WORK AFTER BUSINESS HOURS, WEEKENDS AND/OR HOLIDAYS SO AS NOT TO INTERFERE WITH BUILDING ACTIVITIES AND PUBLIC SAFETY AT NO ADDITIONAL COST TO THE OWNER.

3.12: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. Add sub-paragraphs 3.12.11 thru 3.12.16 as follows:

3.12.11: The Contractor shall submit to the Engineer, a minimum of three copies of all necessary Shop Drawings, product data and/or samples for approval. Two copies will be retained by the Engineer, Engineer & Owner Representative, and one copy will be returned to the Contractor. Contractor shall submit additional copies in such number as he requires to be returned to process the work.

3.12.12: If requested by the Owner, Safety Data Sheets shall be furnished for any product or material proposed or specified for use in this project in accordance with the Pennsylvania Worker And Community Right To Know Act 1984-159.

3.12.13: Reference to procedures concerning Submittals shall be construed to incorporate all submittals including Contractor's Submittal Schedule of all products (to be in accordance with approved Contractor's Construction Schedule and other requirements stated herein), Submittal Matrix, Manufacturer's published literature, shop drawings, samples, concrete mix, design and other data.

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

3.12.14.1: Time frame when the item is needed at the Project.

3.12.14.2: Time necessary to produce the product.

3.12.14.3: Lead time required to prepare the submittal.

3.12.14.4: Time required for the Contractor to review and approve the submittal.

3.12.14.5: Time for the Owner to review the submittal.

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3.12.14.6: Time for the Owner's Engineer or consultants to review the submittal.

3.12.14.7: Number of Prime Contractors and Subcontractor's affected by the information contained in the submittal.

3.12.14.8: Time necessary to correct and resubmit if original submittal is not approved.

3.12.14.9: Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.

3.12.14.10: Grouping of related submittals for coordination.

3.12.14.11: All color samples for finish work shall be submitted within thirty (30) calendar days after issuance of Notice of Award for review, coordination and approval by the Owner.

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

3.12.16: Engineer's review is for general conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project Manual, Drawings, Addenda, and Bulletins. No departures there from, are to be considered as authorizing extra work. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication process for techniques of assembly, for performing this work in a safe manner, and of coordinating this work with that of all other trades.

3.13 USE OF SITE: Add paragraphs 3.13.1 thru 3.13.5 as follows:

3.13.1: Contractor shall use the site in a manner that will cause minimum interference and maintain maximum safety to the occupants of the building and the general public. Contractor must have prior approval of the Owner for locations of stored materials, access trailer locations, etc.

3.13.2: During the school year (after August 31, 2017), the contractor will have access to the work site from 2:30PM until midnight.

3.13.3: From contract award until August 31, 2017, the contractor will have access to the project site Monday through Friday from 6:30 AM to 7:00 PM. For building access at hours other than noted above, the contractor is required to provide 24 hours advanced notice and the Owner will coordinate access accordingly.

3.13.4: Work on site shall be coordinated with the School District Operations Department.

3.14 CUTTING AND PATCHING: Add paragraphs 3.14.4 thru 3.14.5 and their subparagraphs as follows:

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3.14.4: Existing Construction Areas (Alterations/Renovations): Contractor shall do all cutting, drilling, removal, cleaning, servicing, repairing, patching, rehangng, and restoration that may be required in connection with the work.

3.14.5: Concealed utilities, structural elements and hazards: Prior to cutting and demolition work, the Contractor shall survey and locate utilities, structural elements and hazards using locator / detection equipment. See Contract Drawings for additional requirements. Promptly submit a written report to the Engineer describing the nature and extent of any conflicts with the intended function or design of the work. Do not proceed with work until such conflicts are resolved.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT: The following shall be considered revisions or additions to Article 4:

4.2 ADMINISTRATION OF THE CONTRACT:

4.2.4: Amend the last sentence to read: The contractor shall communicate directly with its sub-contractors in order to assure proper coordination of the work.

4.2.4.1: The Contractor is required to have a representative available at all times to answer the telephone between the hours of 7:00 A.M. and 5:00 P.M. If business phones cannot be answered in person during these hours, the responsible person in charge for the Company shall provide the Owner with his home phone number and cellular phone number. Failure of the Contractor to comply with this requirement will be cause for rejection of the Contractor's Application and Certificate for Payment.

ARTICLE 5: SUBCONTRACTORS: The following shall be additions to Article 5 with respect to Subcontractors.

5.1 DEFINITIONS: Add paragraph 5.1.3 as follows:

5.1.3: Any single Subcontractor performing greater than 25% of the work of any Contract on this project shall be considered as a Major Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK: Add subparagraphs 5.2.1.1, 5.2.1.2, 5.2.3.1 and 5.2.4.1

5.2.1.1: If a Proposal submitted is based on work performed by one or more Major Subcontractors, then the Bidder shall identify each such Major Subcontractor to be used on this Project. Each Major Subcontractor's name, address, phone number, and the estimated percentage of work to be performed by the Major Subcontractor shall be denoted in the appropriate place on the Proposal Form.

5.2.1.2: In addition to his own Contractor's Qualification Statement, Bidder shall secure and furnish a Major Subcontractors Qualification Statement for each Major Subcontractor proposed. The Engineer and Owner may take into consideration the experience and qualifications of any Major Subcontractors in making a Contract award on this Project.

5.2.3.1: If, after award of the Contract, a portion of the work is proposed to be performed by a Major Subcontractor, and the Contractor has not previously indicated on his Proposal Form this work being done by a Major Subcontractor, then the Engineer shall review the name and qualifications of the proposed Major Subcontractor. If the Engineer and Owner, after due investigation, has reasonable objection to a Major

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Subcontractor proposed by the Contractor, the Contractor shall propose another to whom the Engineer and Owner have no objection. The Contract Sum shall not be changed as a result of any approval or disapproval by the Owner of a Major Subcontractor that was not previously identified on the Proposal Form.

5.2.4.1: Upon submission of a Proposal and award of a Contract, the Contractor shall not change a Major Subcontractor from that which was indicated on his Proposal Form, unless the Owner has indicated, in writing, that there is no objection to the change.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS: The following shall be considered revisions or additions to Article 6:

6.2 MUTUAL RESPONSIBILITY: Add paragraphs 6.2.6 and 6.2.7

6.2.7: Contractors shall be responsible for proceeding with work in a manner that will not void any and all guarantees and warranties held by the Owner on the existing systems and facility.

ARTICLE 7: CHANGES IN THE WORK: The following shall be considered revisions or additions to Article 7:

7.3 CONSTRUCTION CHANGE DIRECTIVES: Add paragraphs 7.3.11 and 7.3.12 as follows:

7.3.11: The maximum allowable overhead, profit and commission percentages, given at the end of this paragraph, shall be considered to include, but not be limited to, insurance other than that mentioned in this "Equitable Adjustments" clause, bond or bonds, use of small tools, incidental job burdens, and general office expense, Engineering, cleaning, transportation, and all other "General Conditions, Supplementary General Conditions and Supplemental Project Requirements" items. No percentages for overhead, profit or commission will be allowed on employment taxes under FICA and FUTA which will be based on Contractor's last quarterly 941 form. The percentages for overhead, profit shall be negotiated and may vary according to the nature, extent, and complexity of the work involved, but in no case shall the allowance for overhead and profit in the total cost to the Owner exceed the following:

a. For all work associated with change orders or construction change directives the maximum permitted add for the Contractor's overhead and profit shall be as follows:

1. Any Change Order totaling up to three thousand dollars (\$3,000) or less: twenty percent (20%)
2. Any Change Order totaling between three thousand and ten thousand dollars (\$3,000 to \$10,000): fifteen percent (15%)
3. Any Change Order totaling over ten thousand dollars (\$10,000): ten percent (10%)
4. In no case may overhead and profit exceed twenty percent (20%) of the work.

b. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a

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complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontractors, they shall also be itemized. In no case will a change over \$1,000 be approved without such itemization.

7.3.12: When work is deleted, the Contractor shall submit a credit based upon the approved Schedule of Value and will include a bill of material, a breakdown of labor costs to which shall be added the Contractor's 10% profit. When credits are involved, documented cancellation and/or restocking charges may be included.

ARTICLE 8: TIME: The following shall be considered revisions or additions to Article 8.

8.1 DEFINITIONS: Add subparagraph 8.1.2.1 as follows:

8.1.2.1: It is anticipated that the Owner will make a Contract Award for this Project at a meeting of the School Board Directors. The date of commencement of the Work and the date of the Agreement will be the date of a meeting of the School Board Directors at which a Contract is awarded for this Project.

8.2 PROGRESS AND COMPLETION: Add subparagraphs 8.2.2.1, 8.2.3.1 et seq, 8.2.3.2 thru 8.2.3.6 et seq.:

8.2.2.1: Work at the Project site may not commence until Contractor has furnished all required Contract documents including but not limited to Contract, Bonds, Insurance Certificates and verifications, and appointment of safety director.

8.2.3.1: Within twenty (20) calendar days of Notice to Proceed, Contractor shall:

8.2.3.1.1: Execute the Contract, furnish all required Bonds, furnish all Insurance Documents, furnish a cost breakdown, and furnish a list of Subcontractors, if any.

8.2.3.1.2: Immediately make field measurements required and prepare and submit shop drawings and product data sheets. Shop drawings shall be submitted in accordance with approved Contractor's Construction Schedule and Article 3.12.

8.2.3.1.3: Furnish a work schedule coinciding with the contract schedule and completion date.

8.2.3.2: Hours of work and building access shall be as stipulated in Article 3.13 Use of Site and Article 28, Project Schedule and Coordination.

8.2.3.3: REMOVED

8.2.3.4: LIQUIDATED DAMAGES: The Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. Actual damages for delay in the time of completion are impossible to determine. **It is therefore agreed that the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated and fixed, agreed and liquidated damages for each calendar day of delay for each substantial completion phase until the work of that phase is Substantially Complete: Five Hundred Dollars (\$500.00). Substantial Completion shall not be a defense to payment of Liquidated damages nor bar recovery of damages by Owner.**

8.2.3.5: Substantial Completion: Article 9.8.1 of the General Conditions is hereby deleted. The Owner's use or occupancy of any or all of the areas of work does not constitute substantial completion. See Article 9.8 included herein.

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8.2.3.6: PROJECT TIME LINE:

The following dates and construction tasks are provided as a contract timeline on this project. Substantial Completion dates noted herein will be the contract Substantial Completion date.

July 25, 2017: Anticipated Contract award date.

July 26, 2017: Areas will be turned over to construction activities. Contractor can start immediately after contract documents are completed.

October 6, 2017: Substantial Completion for project.

8.2 PROGRESS AND COMPLETION: Add paragraph 8.2.4 and subparagraphs 8.2.4.1 thru 8.2.4.4:

8.2.4: The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work in accordance with the Timeline included herein and approved Schedule. Should it become apparent from the current Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner to improve the progress of the Project:

8.2.4.1: Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;

8.2.4.2: Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,

8.2.4.3: Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

8.2.4.4: The Owner may require the Contractor to suggest revisions to the Schedule in writing demonstrating his program and proposed plan to make up the delay to ensure completion of the Work within the Contract Time. If the Owner finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner may require the Contractor to take any of the actions set forth in this Article without additional cost to the Owner to make up the lag in scheduled progress.

ARTICLE 9: PAYMENTS AND COMPLETION: The following shall be considered revisions or additions to Article 9:

9.3 APPLICATIONS FOR PAYMENT: Add sub-paragraphs 9.3.1.3 thru 9.3.1.5, paragraph 9.3.4 and sub-paragraphs 9.3.4.1 thru 9.3.4.2 as follows:

9.3.1.3: The schedule for receipt of Applications for Payments and for Progress Payments shall be as indicated in the Contract Agreement, AIA Document A101 – 2007 edition “Standard Form of Agreement Between Owner and Contractor”, Article 5. AIA Document A101 is included in the Project Manual as reference only while the actual agreement will include the provisions/modifications noted within this Section “Supplementary Conditions”. Applications shall be submitted in duplicate to the

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Engineer. The period covered by each Application for Payment shall be one calendar month ending on the 15th day of the month. The schedule for receipt of Applications for Payments and for Progress Payments shall be as follows: Provided an Application for Payment is received by the Engineer & Owner not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than twenty-eighth day of the following month. If an Application for Payment is submitted incomplete, without required original signatures, seals, supporting documentation, corresponding prevailing wage certifications etc., then the Application **will not** be processed until all correct/complete documents are received. Upon receipt of complete/correct documentation, the Application will be processed in accordance with the Agreement based on the *date when the complete/correct documentation was received*. The Owner is under no obligation to accelerate or provide special handling, manual cutting of checks, etc., for incorrect or incomplete payment applications received.

9.3.1.4: Applications for payment shall be made monthly based upon labor and materials completed. Requisitions for all payments will be made on AIA Document G702 Application and Certificate for Payment. Contractor will be required to submit an itemized, detailed cost breakdown showing quantities, unit costs, and totals to the Owner within twenty (20) days after Notice to Proceed. Form to be in conformance with Engineer & Owner requirements.

9.3.1.5: Payments will not be made for materials stored off site but only for materials on site and/or incorporated into the work.

9.3.4: Contractor further warrants that upon submittal of an Application for Payment, all Subcontractors and Sub-Subcontractors who performed work for which certificates of payment have been previously issued and payments received from the Owner have in fact been paid for such work.

9.3.4.1: Contractor hereby waives any right which it may have to assert a mechanics' or other lien against the work, the project site, and any improvements thereon. Further, the Contractor shall cause a similar waiver to be included in all of its Subcontract and Sub-Subcontracts. Contractor shall also execute a separate waiver of liens if so requested by the Owner.

9.3.4.2: Contractor shall defend, indemnify, and hold Owner harmless from and against any and all claims, actions and proceedings arising out of or related to any liens asserted against the work, the project site and any improvements thereon, or the payments due the Contractor under this agreement. As complete indemnification is intended, all costs and expenses, including reasonable attorney's fees, incurred by the Owner in enforcing this provision shall be reimbursed by the Contractor to the Owner.

9.4 CERTIFICATES FOR PAYMENT: Delete paragraph 9.4.1 and substitute the following:

9.4.1: The Engineer will, in no more than fourteen days after receipt of the Contractor's Application for Payment, either issue/sign a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.6 PROGRESS PAYMENTS: Add paragraph 9.6.8 as follows:

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9.6.8: In accordance with PA Act 200 of 1982, and in accordance with 62 Pa.C.S.A. § 3921, when the contract is 50% completed, one-half of the amount retained by the contracting body shall be returned to the Contractor: Provided, that the Engineer approves the application for payment: And provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum or sums withheld by the contracting body from the Contractor after the contract is 50% completed shall not exceed 5% of the value of completed work based on monthly progress payment requests, except as otherwise provided in the Act.

9.7 FAILURE OF PAYMENT: Delete paragraph 9.7 and replace with the following:

9.7: If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen 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 Engineer or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner, 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 the shutdown, delay and start-up, which shall be accomplished as provided in Article 7.

9.8 SUBSTANTIAL COMPLETION: Delete paragraph 9.8.1 and substitute new paragraph as referenced in 8.2.3.5. above.

Add the following subparagraphs to 9.8.2 as follows:

9.8.2.1: The Contractor shall perform and complete his work according to the contract documents without fault or defect of any kind. In the absence of more specific directives, and insofar as applicable, the work shall comply with provisions contained in Section 017701 Closeout Procedures, Section 1.3. When these conditions of completion exist, Contractor shall proceed with Request for Certification of Substantial Completion as specified in Article 9.

9.8.2.2: It shall be understood that "Punch List" items and "Maintenance" items are different categories. All items called for in the Contract Documents to be installed, supplied or otherwise incorporated into the work, but which, at the time of completion are found not to be in compliance with the drawings and specifications, shall be considered punch list items.

9.9 Partial Occupancy or Use: Add paragraph 9.9.4 as follows:

9.9.4: The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the distinct understanding that such occupancy shall not in any way constitute acceptance of the work or any part thereof, or of any work performed under contract. Such use shall also not constitute substantial completion of any building elements or system except as specifically approved by the Owner and Engineer. Substantial completion of contract or building system or component contained as part of that contract shall not extend substantial completion to any other building system or component within that contract.

9.10 FINAL COMPLETION AND FINAL PAYMENT: Add paragraphs 9.10.6 et seq thru 9.10.8 as follows:

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9.10.6: Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer the five (5) items enumerated in 9.10.2 plus the following:

9.10.6.1: State and/or Local Certificate of Occupancy

9.10.6.2: County and local municipality authority approvals

9.10.6.3: Supplemental Attachment for Accord Certificate of Insurance-AIA Document G715.

9.10.6.4: Affidavit of Payment of Debts and Claims - AIA Document G706.

9.10.6.5: Affidavit of Release of Liens - AIA Document G706A.

9.10.6.6: Consent of Surety to Final Payment - AIA Document G707.

9.10.6.7: Certification of Paid Wages in accordance with Pa Prevailing Wage Act.

9.10.6.8: Two Year Maintenance Bond in form as bound herein.

9.10.6.9: As-Built drawings.

9.10.6.10: Maintenance Manuals, Owner Training and Instructions.

9.10.6.11: Special written guarantees and warranties in addition to the two-year guarantee covered by Maintenance Bond. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.

9.10.6.12: Ninety-five percent (95%) completion certified by the Engineer.

9.10.7: Upon completion of the punchlist and all that all other required scope of work has been completed in accordance with the Contract Documents, the Contractor shall submit a written request certifying that the project is ready for final inspection by the Engineer and Owner.

9.10.8: If, upon request of the Contractor for final inspection of the Engineer, the Engineer determines that the work is incomplete or otherwise unacceptable under the Contract Documents due to neglect or laxity on the part of the Contractor, the Engineer shall so notify the Contractor of such deficiencies in the work and shall authorize payment for work fully completed and accepted and approved, retaining an amount equal to 150% of the work remaining to be completed. Thereafter, the Contractor shall reimburse the Engineer all costs to conduct visits and prepare findings for each subsequent final observation the Engineer shall be called upon to conduct.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY: The following shall be considered revisions or additions to Article 10:

10.1: SAFETY PRECAUTIONS AND PROGRAMS: Add paragraphs 10.1.1 and 10.1.2 as follows:

10.1.1: The Owner will not be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.

10.1.2: Neither the activities of the Owner, nor the presence of the Owner and his agents at a construction site, shall relieve any Contractor and any other entity of their obligations, duties, and responsibilities. Responsibilities shall include, but are not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in

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accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Owner and his agents have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner, the Engineer and Municipality where the work is performed shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

10.2 SAFETY OF PERSONS AND PROPERTY: Add paragraphs 10.2.9 thru 10.2.12:

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

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

10.2.11: Contractor shall submit Safety Data Sheets (S.D.S.) to the Owner (if requested) for all material to be used on site and prior to material being brought on site. The Contractor shall maintain Material Safety Data Sheets and make them available for inspection to everyone as required by law.

10.2.12: Contractor shall hold weekly safety meetings to provide for the safeguarding of persons and property. The Contractor shall record minutes of the meetings for the record.

ARTICLE 11: INSURANCE AND BONDS: The following shall be considered revisions or additions to Article 11:

11.1: CONTRACTOR'S LIABILITY INSURANCE: Add the following sub-paragraphs:

11.1.1.1.1: The Contractor agrees to accept, insofar as the work covered by the Contract is concerned, the provisions of the Workmen's Compensation Act of 1915, and any supplements or amendments thereto, which have and which may hereafter be passed, and the Contractor will insure his liability thereunder, or file with the Commonwealth, and with the Owner, a Certificate of Exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry, in accordance with the provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved July 18, 1917, P.L. 1083, and all other provisions of Workmen's Compensation Laws now in force.

11.1.1.1.2: In addition to the requirements above set forth for Workmen's Compensation insurance for all of his employees at the site of the project, the Contractor shall require his subcontractors similarly to provide Workmen's Compensation insurance for all of the latter's employees unless such employees are covered by the Contractor's policy.

11.1.1.1.3: Commercial General Liability and Automobile Liability Insurance: Contractor

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shall furnish Certificate of Insurance with proof of coverage of all types and amounts of insurance indicated by these specifications. Certificate of Insurance shall list any policy exclusions. Minimum types and amounts shall be in accordance with those indicated herein as follows: Liability insurance shall include all major divisions of coverage and be on a comprehensive general basis including:

- .1: Premises - Operations (including X-C-U)
- .2: Owner's and Contractor's Protective
- .3: Products and Completed Operations
- .4: Contractual – including specific provision for the Contractor's obligations under Article 3.18 Indemnification.
- .5: Owned, unowned and hired motor vehicles
- .6: Broad form property damage.

11.1.1.1.4: The minimum limits of liability shall be as follows:

- .1: Workmen's Compensation – Statutory/Employers Liability - \$100,000/500,000/100,000.
- .2: Public Liability – Per Person/Per Occurrence:
 - .2a: Bodily & Personal Injury - \$1,000,000 / 2,000,000
 - .2b: Property Damage - \$1,000,000 / 2,000,000
- .3: Automobile Liability - \$1,000,000 / 2,000,000
 - .3a: Bodily Injury - \$1,000,000 / 2,000,000
 - .3b: Property damage - \$1,000,000 / 2,000,000
- .4: Umbrella Excess Liability Coverage: In addition to the below required limit of coverage, a higher limit may be purchased in order to satisfy the coverage limit requirements for General Liability, Automobile and Workers Compensation Insurance.
 - .4a: \$5,000,000 per Occurrence

11.1.3: Delete the first sentence and substitute the following revised sentence:
Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to signing Contract.

11.1.3.1: The Agent completing Insurance Certificates shall complete the required Insurance Coverage Certification form. Contractor shall complete the claims section and forward to the Architect. The Companies issuing all Certificates of Insurance shall submit evidence which stipulates that the issuing Agent is authorized to issue certificates in the name of the Insuring Company. The Contractor's insurance policies shall be placed with an insurance company holding an A.M. Best rating of A- or better.

11.1.3.2: The Contractor shall not commence work under this Contract until he has obtained, at his expense, all insurance required under this Article and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work in his subcontract until all similar insurance requirements of the Contractor have been so obtained by the Subcontractor and approved.

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11.1.3.3: All Policies shall provide that no cancellation of the policy or endorsement shall be effective until the thirtieth (30) day following the mailing of written notices of such cancellation to the Architect and to the Owner.

11.1.4: Add the following language and subparagraph 11.1.4.1: The Central Bucks School District, Integrated Aquatics Engineering, Inc., and Buckingham Township shall be named as additional insured on the above-mentioned policies.

11.1.5: CONTRACTOR NOTE: See Article 11.3 and subparagraph 11.3.1.3 below for deductible clauses in Owner's Insurance. The Contractor shall be responsible for these deductible costs by direct payment, or insurance as the damages are related to the work performed under this contract.

11.3: PROPERTY INSURANCE. Replace paragraph 11.3.1.3 and add subparagraphs 11.3.11 thru 11.3.13 as follows, and delete paragraph 11.3.1.4:

11.3.1.3: Owner's Property Insurance policies include a deductible clause of up to \$5,000.00 per claim. Damages less than \$5,000 shall remain the responsibility of the Contractor. Damages over \$5,000 shall be covered by the Owner's insurance, less the \$5,000 deductible to be covered by the Contractor.

11.3.11: The term "extended coverage" shall be deemed to include coverage against lightning, wind, hail, riots and civil commotion, vehicle damage, aircraft damage and smoke, exclusive of theft and vandalism. The "All Risk" Insurance coverage shall also include the interests of the Owner. Owner will provide this insurance.

11.3.12: The fact that the Owner is furnishing Property Insurance shall not be interpreted to relieve the Contractor of his obligation to complete the work without additional cost to the Owner beyond the Contract Amount. Any loss or cost of repair not covered or not fully covered by insurance shall be borne by the Contractor without additional cost to the Owner beyond the Contract Amount. The Contractor will be responsible to cover all theft or vandalism costs to repair or replace materials including labor.

11.3.13: Owner's Property Insurance will only cover physical loss or damage as referenced in 11.3.1 when the materials and/or equipment is permanently incorporated and fixed into the new construction. Owner's equipment will not cover materials or equipment stored on site or within the building. The Contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered by the Owner's Property Insurance and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of work.

ARTICLE 11.4: PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND.

Delete sub-paragraph 11.4.1 and substitute 11.4.1, and 11.4.1.1 as follows:

11.4.1: Performance, Labor and Material Payment, and Maintenance Bonds: The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount

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of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967). At or before the time of signing the Contract, the Contractor shall furnish and pay for a Performance Bond for faithful performance of the Contract in the amount of 100% of the Contract sum and Payment Bond in the amount of 100% of the Contract sum, executed in form as bound herein.

Contractor shall provide a maintenance bond in the amount of 10% of the final contract amount at the final completion of the contract. Bonds shall provide coverage for Correction of work during the one year guarantee period.

Evidence of authority to bind the Surety, in the form of a Power of Attorney designating the agent who is authorized to sign on behalf of the Surety, shall be filed with the executed Bond forms. Surety or Sureties shall be approved by the Owner and appear on the Treasury Department's most current list (Circular 570). The Surety Companies issuing all Bonds shall submit evidence which stipulates that the issuing Agent is authorized to issue certificates in the name of the Bonding Company. The Bonds shall be placed with an insurance company holding an A.M. Best rating of A- or better. Furnish documentation evidence of license to transact such business in the Commonwealth of Pennsylvania.

11.4.1.1: In the event that a Surety refuses to deliver a Performance Bond and Payment Bond within 10 days from the receipt of notice of intent to accept the Contractor's proposal, full payment for the Bonds shall be made from the Bid Bond.

ARTICLE 12.2: UNCOVERING AND CORRECTION OF WORK:
Delete sub-paragraph 12.2.2 and substitute as follows:

12.2.2: If, within two years after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 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. This period of two years 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 performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT: The following shall be considered revisions or additions to Article 14:

14.2 **TERMINATION BY THE OWNER FOR CAUSE:** Add subparagraphs 14.2.1.5 thru 14.2.1.9 and delete paragraph 14.2.3 substituting new paragraphs 14.2.3 and 14.2.3.1 as follows:

14.2.1.5: If Contractor is adjudged bankrupt or insolvent, subject to the provision of the National Bankruptcy Act and specifically 11 U.S.C., Paragraph 365.

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14.2.1.6: If Contractor makes a general assignment for the benefit of creditors.

14.2.1.7: If a trustee or receiver is appointed for Contractor or for any of Contractor's property.

14.2.1.8: If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.

14.2.1.9: If Contractor disregards the authority of the Owner.

14.2.3: If Contractor otherwise violates any provisions of the Contract Documents, the Owner may, after giving Contractor and his Surety seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work, all materials and equipment stored elsewhere, and finish the Work as Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.

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

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE: Add paragraph 14.3.3 as follows:

14.3.3: Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, labor dispute, etc., the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but Time for completion of the Work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

ARTICLE 15: CLAIMS AND DISPUTES: The following shall be considered revisions or additions to Article 15:

15.2 INITIAL DECISION: Make the following change to 15.2.1:

15.2.1: The Engineer will be the Initial Decision Maker and will recommend approval or rejection of Claims by written decision, which shall state the reasons there for and which shall, if the Claim is recommended for approval, notify the parties of any change in the Contract Sum or Contract Time or both.

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15.3 MEDIATION: Delete Article 15.3 and replace with the following:

15.3: All claims, disputes, and other matters in question between the Contractor and the parties to the Contract arising out of, or relating to, the Contract or the breach thereof shall be exclusively litigated in the Court of Common Pleas of Bucks County, Pennsylvania and shall not be subject to arbitration.

15.4 ARBITRATION: Delete this Article titled "Arbitration" and all references to Arbitration as set forth in A.I.A. Document A201, as this article is hereby deleted from the said document and this agreement.

15.5 OWNER'S ELECTION: Add Article 15.5 as follows:

15.5.1: The Owner may elect mediation at any time, regardless of whether judicial proceedings have been commenced, and the Owner's commencement of or participation in such judicial proceedings shall not waive the Owner's right to later elect mediation.

15.5.2: The Contractor may not commence any judicial proceedings against the Owner without first offering the Owner the opportunity to initially elect mediation by notifying the Owner, in writing and by certified mail, of the nature of the dispute, the factual basis for its claims, and the amount or other relief claimed. If the Owner does not make its election within thirty days after such notice, the Contractor may proceed to resolve such dispute through judicial proceedings.

15.5.3: The Owner shall have the right to elect mediation with the Contractor's Surety under the surety bonds to the same extent and in the same manner as the Owner's right to so elect with the Contractor under Articles 15.3. The Surety shall be bound by the terms of Article 15.3 and 15.5 with respect to any mediation elected by the Owner under the surety bonds and shall assume toward the Owner all of the duties, obligations, and responsibilities which the Contractor assumes toward the Owner under those Articles in the event of such an election.

ARTICLE 16: DISCRIMINATION PROHIBITED

16.1: In accordance with Section 755, Public School Code of Pennsylvania, 1949 as amended, and according to 62 Pa. C.S.A. § 3701, the Contractor agrees that:

16.1.1: In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

16.1.2: No contractor or sub-contractor, 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;

16.1.3: The contract may be canceled or terminated by the school district, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.

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ARTICLE 17: PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES:

17.1: In accordance with Act No. 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 steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

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

ARTICLE 18: HIRING CONDITIONS OF EMPLOYMENT:

18.1: The Contractor agrees to abide and bound by the laws of the Commonwealth of Pennsylvania, relating to and regulating the hours and conditions of employment.

ARTICLE 19: HUMAN RELATIONS ACT. NO. 222 AS AMENDED

19.1: 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 is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

ARTICLE 20: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES:

20.1: Contractor shall comply with the following "Pennsylvania Minimum Prevailing Wage Rate" requirements:

20.2: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES (Act No. 442 of 1961, P.L. 987, Amended by Act 342 of 1963, P.L. 653) This regulation and the general Pennsylvania prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this Specification as herein included.

ARTICLE 21: ACT 153 - BACKGROUND CLEARANCE CHECKS (Formerly ACT 34, ACT 151, ACT 114, ACT 127)

21.1 PENNSYLVANIA CRIMINAL HISTORY RECORD (Formerly Act 34)

21.1.1: Act 153 of 2014 requires all employees of public schools and employees of contractors working in public schools to undergo background checks before employment in areas where such employees could be in contact with students. The fee for running this clearance is \$10.

21.1.2: Each Contractor, his employees, and all Sub-Contractors who, in performing work per these Specifications, and who will be on the Owner's site will be required to have a Pennsylvania Criminal History (Formerly Act 34) clearance and be able to furnish a validated original copy of the Pennsylvania State Police Criminal History Record Information Report. Non-resident workmen will also be required to provide a copy of an FBI fingerprint card. Each Contractor, for himself and for his subcontractors, shall maintain a log of all workmen on the job requiring Pennsylvania Criminal History Clearances. The School District reserves the right to review the contractor's documents required above to determine compliance with this Act. Failure to

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comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with Act 153 and will further be responsible for the compliance of all subcontractors.

21.1.3: Original Pennsylvania Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

21.2 PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE (Formerly Act 151)

21.2.1: Contractors shall obtain Pennsylvania Child Abuse History Clearance (Formerly Act 151) statements from the Pennsylvania Department of Public Welfare pursuant to the Act. The fee for running this clearance is \$10.

21.2.2: All employees on the site must have Pennsylvania Child Abuse History Clearance. The Contractor, for himself and for his subcontractors and their employees, shall maintain a log of all workers on the job requiring those Clearances. The Pennsylvania Child Abuse History Clearance of these workers shall be kept on the job site.

21.2.3: The School District reserves the right to review the Contractors' documents required above to determine compliance with this Act. Failure to comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with the Act and will further be responsible for the compliance of all subcontractors.

21.2.4: Original Pennsylvania Child Abuse History clearances must be reviewed by the School District prior to the employee working on-site.

21.3 FBI FEDERAL CRIMINAL HISTORY RECORD (Formerly Act 114)

21.3.1: The Contractor will be required to present an original FBI Criminal Record Check (Formerly Act 114) for each employee working on-site.

21.3.2: FBI Criminal History Records are obtained by being fingerprinted by Cogent Systems. Contact Cogent Systems (www.pa.cogentid.com or 888-439-2486) to make an appointment. The fingerprinting fee is \$40.

21.3.3: Applicants will be required to present a photo ID prior to the fingerprinting process.

21.3.4: Original FBI Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

21.4 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT (ACT 127 OF 2012)

21.4.1: The Pennsylvania Public Works Employment Verification Act (Act 127 of 2012) went into effect on January 1, 2013, and has an important effect on public works contracts bid and the responsibilities under the act in regard to contractors and subcontractors who work on public works projects. Additional information on Act 127 can be found at the Pennsylvania Department of general Services website at www.dgs.state.pa.us by clicking "Construction and Public Works" in the left navigation pane, and then on top left pane, click on Act 127 of 2012 "Public Works Employment Verification."

21.4.2: U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Employment eligibility of hired employees must comply with the federal government's E-Verify® system. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. The E-Verify system is administered by the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) and

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additional information concerning compliance can be found on the internet at:
<http://www.dhs.gov/e-verify>.

21.4.3: Prior to award of a contract, contractor shall complete the "Commonwealth of Pennsylvania Public Works Employment Verification Form", copy of which is included as "Attachment D". Bidder will not be awarded a contract if he fails to submit a completed Verification form.

21.4.4: Contractor shall maintain documentation of continued compliance with the Act. During the Construction Phase of the Project, Verification forms will be required to be submitted to the Central Bucks School District from all subcontractors of any level prior to commencing work on the Project. Prime Contractor shall notify all subcontractors of the applicability of the Act. If requested by the Owner, contractor and/or subcontractors shall provide proof of enrollment in the E-Verify program.

21.5: ACT 24 ARREST/CONVICTION REPORT AND CERTIFICATION FORM (NON-ACT 153 REQUIREMENT)

21.5.1: The Contractor will be required to present an original Arrest/Conviction Report and Certification Form (Act 24) for each employee working on the site. This standardized form has been developed by the Pennsylvania Department of Education pursuant to Act 24 of 2011. Additional information can be found online at:

http://www.portal.state.pa.us/portal/server.pt/community/background_checks_%28act_114%29/7493/act_24_of_2011%2C_24_ps_1-111%2C_background_checks/601417.

21.5.2: All employees on site must have Act 24 Clearance. The Contractor from himself and for his subcontractors and their employees, shall maintain a log of all workers on the job requiring Act 24 clearances. The Act 24 forms for these workers shall be kept on the job site.

21.5.3: The School District reserves the right to review the Contractors' documents required above to determine compliance with the Act. Failure to comply with this requirement shall be deemed a breach of Contract between the District and Prime Contractor, will result in withholding of payments for wages and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with Act 24 and will further be responsible for the compliance of all subcontractors.

21.5.4: Original Act 24 Clearances must be reviewed by the School District prior to the employee working on site.

ARTICLE 22: SMOKING REGULATIONS:

22.1: The Board of School Directors of the Central Bucks School District has adopted a **NO SMOKING POLICY**. Smoking is not permitted on any part of any school property by students, staff, the public, or contractors performing work on any school property. Contractors are to enforce this regulation with all workers on this project, including all sub-contractors and material suppliers. Any worker who violates this regulation may be fined and/or not permitted to work on the project.

ARTICLE 23: LEAD-SAFE PRACTICES

23.1: In accordance with EPA's Renovation, Repair and Painting Program (40 CFR Part 745, Subpart E), Contractors, as a result of the Work, disturbing any painted surface in a child-occupied facility built before 1978 must comply with the Act. Holicong Middle School is not defined as a child-occupied facility and therefore, the requirements of this Act are not applicable for this project.

ARTICLE 24: ASBESTOS:

24.1: In the event a Contractor by virtue of his work for the District discovers or suspects asbestos, the Contractor must immediately notify the District and perform no further work in connection

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with the asbestos. If directed by the District to remove the asbestos, the Contractor must take all steps required by all federal, state and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this Contract, or a separate contract to another Contractor as the District may determine. If a Contractor fails to meet the requirements of the federal, state and local regulations and these regulations related to the discovery, removal, and clean-up, the Contractor shall be subject to immediate termination and the Contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including consulting Engineer and/or other professional fees.

24.2: No asbestos-containing materials of any kind shall be used in construction of this project. If requested by the Owner, Contractor shall submit a certification to the Owner at the completion of the project stating that no asbestos-containing materials were used in the construction of this project.

24.3: Contractor shall comply with all requirements of the Central Bucks School District Asbestos Management Plan, Contractor and/or Vendor as included as Attachment A at the end of the Supplementary Conditions.

ARTICLE 25: PROTECTION OF PERSONS AND PROPERTIES:

25.1: Contractor is reminded of his responsibility for all requirements of Article 10 of the General Conditions. In accordance with Article 10.2.6, the Contractor shall designate by letter to the Owner, the person in his organization at the site whose duty shall be the prevention of accidents and shall be responsible for safety precautions and programs. The Contractor will be responsible for taking all necessary protective measures and precautions to prevent damage to the site, the building, and its contents. Contractor shall promptly repair or replace any damage without any costs to the Owner and be responsible for any injury.

25.2: Pneumatic and Powder Actuated Fasteners: The use of pneumatic or powder actuated devices/fasteners shall be used only under strict safety guidelines set up by the Contractor in accordance with all safety codes and regulations. Under no conditions shall these fasteners or devices be used while the building is occupied in the area of the work.

25.3: During the course of the work, the Owner will continue use of portions of the building and perform other contracted work. The Contractor shall continue to maintain the Owner's access and functional use of the building.

25.4: Dirt & Dust Protection: During the process of demolition of any existing conditions, or when new construction creates dust and dirt, Contractor shall furnish and maintain suitable equipment and barriers and take precautionary measures to prevent dust and dirt from being transmitted into occupied or finished areas of the building or the buildings mechanical systems.

25.4.1: Dustproof Partitions: Contractor shall construct temporary insulated solid dustproof partitions where required to separate areas where unacceptable temperature, noise or extensive dirt or dust operations are performed. Contractor shall maintain dustproof partitions and enclosures as required to prevent the spread of dust or fumes to occupied portions of the building or into mechanical systems that service occupied portions of the building. Partitions shall be equipped with dustproof doors and security locks as required.

25.4.2: Pollution Controls: Contractor shall use filtering systems, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Maintain a minimum of 0.1 inches of water, negative pressure from point of enclosure. Contractor shall provide exhaust from a location as remote as possible from unaltered areas. The point of exhaust shall be a minimum of 25 feet from any air intake or building opening in compliance with regulations as established by the environmental protection agency and applicable governmental and local requirements.

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25.5: Protections: Contractor shall provide temporary barricades, including proper ventilation and other forms of protection as required to protect occupants and general public from injury due to construction work.

25.6: Safe Passage of Others: Contractor shall provide protective measures as required to provide free and safe passage of occupants and general public to and from occupied portions of the building. Maintain exits in a manner that is acceptable to the Local Building Official.

25.7: Provide weatherproof enclosures for exterior openings resulting from construction work. Enclosures at spaces requiring heating shall be thermally insulated.

ARTICLE 26: SITE ACCESS, DELIVERIES AND STORAGE

26.1: Parking of all vehicles shall be on surfaces and at locations designated by the Owner. Maintain posted vehicle speeds on school property. Restoration of any lawn surfaces used for parking shall be restored by the respective Contractor to the satisfaction of the Owner at the Contractor's expense.

26.2: Contractor and subcontractors shall make arrangements for material and equipment deliveries. Under no circumstances will the Owner's representatives or school personnel sign for deliveries or furnish labor to unload delivery trucks.

26.3: Storage of equipment and materials shall be the responsibility of the Contractor. Contractor shall make provisions for the receipt, unloading, and storage of all construction materials on the site and at location(s) coordinated with the Owner. Exterior storage of materials or equipment shall be in accordance with local codes and ordinances.

26.4: Installers shall verify clearances of all paths at job site leading to final installation locations, and break down the final product components into component assemblies sized accordingly to negotiate all corners, turns, etc., in the path to its final installation location.

ARTICLE 27: PROJECT SCHEDULE AND COORDINATION:

27.1: The work of this project must be phased and coordinated with the Owner. See Article 3.10 Contractor's construction Schedule.

27.2: See also Article 8: Time, include herein, for additional information on project commencement and completion dates and corresponding liquidated damages requirements.

27.3: Contractor shall minimize disruption to activities on site. Work shall be confined to the specific, limited project work areas. The procedures herein established and the schedule of work developed shall be strictly adhered to.

27.4: Hours of Work and Building Access:

27.4.1: Contractors will have access to the work areas as noted in Article 3.13.3 and subject to 28.4.3 below.

27.4.2: If for any reason, work under this contract is not substantially complete by the project completion date, then days and hours of work will be as stipulated by the Owner, at no additional cost to the Owner.

27.4.3: During the course of the work, the Owner will continue use of the site. Work shall be coordinated with the Owner to permit continued functional use of the site and building.

ARTICLE 28: PREVENTION OF ENVIRONMENTAL POLLUTION:

28.1: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provisions of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that

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affect the Project. In this regard, attached to the specifications is a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). See Attachment E. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation, has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the Attachment E shall not relieve Contractor of its obligation to comply with same.

END OF SECTION 00 73 00

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Attachment A:

**Central Bucks School District
District Asbestos Abatement Management Plan**

Dear Contractor and/or Vendor:

The Federal Government has passed legislation (AHERA 40 CFR 763) that requires all public schools be inspected for the presence of asbestos containing materials. The inspection must identify the asbestos containing materials as to type, condition, location and accessibility.

This inspection becomes an essential part of each school district's Asbestos Management Plan which is forwarded to the State Department of Education for examination and approval. The Asbestos Management Plan outlines in detail the location of the asbestos and the approved guidelines for dealing with it on an operational and maintenance basis.

No work, contracted or otherwise, is to be performed in the Central Bucks School District without the contractor and/or worker reviewing the school district's management plan for the building and/or area in which the work is to occur.

Copies of each building's management plan are on file in each building administrator's office and the complete district's management plan is on file in the Facilities Office. It is the responsibility of the contractor, subcontractor and/or worker to carefully review these plans as they relate to areas in which work is to be performed. No asbestos containing materials are to be disturbed without written authorization from the School District and must be done in full compliance with Federal and State Regulations.

Review of the School District's Asbestos Management Plan can be arranged by contacting the Facilities Office at (267) 893-4038.

Thank you for your cooperation

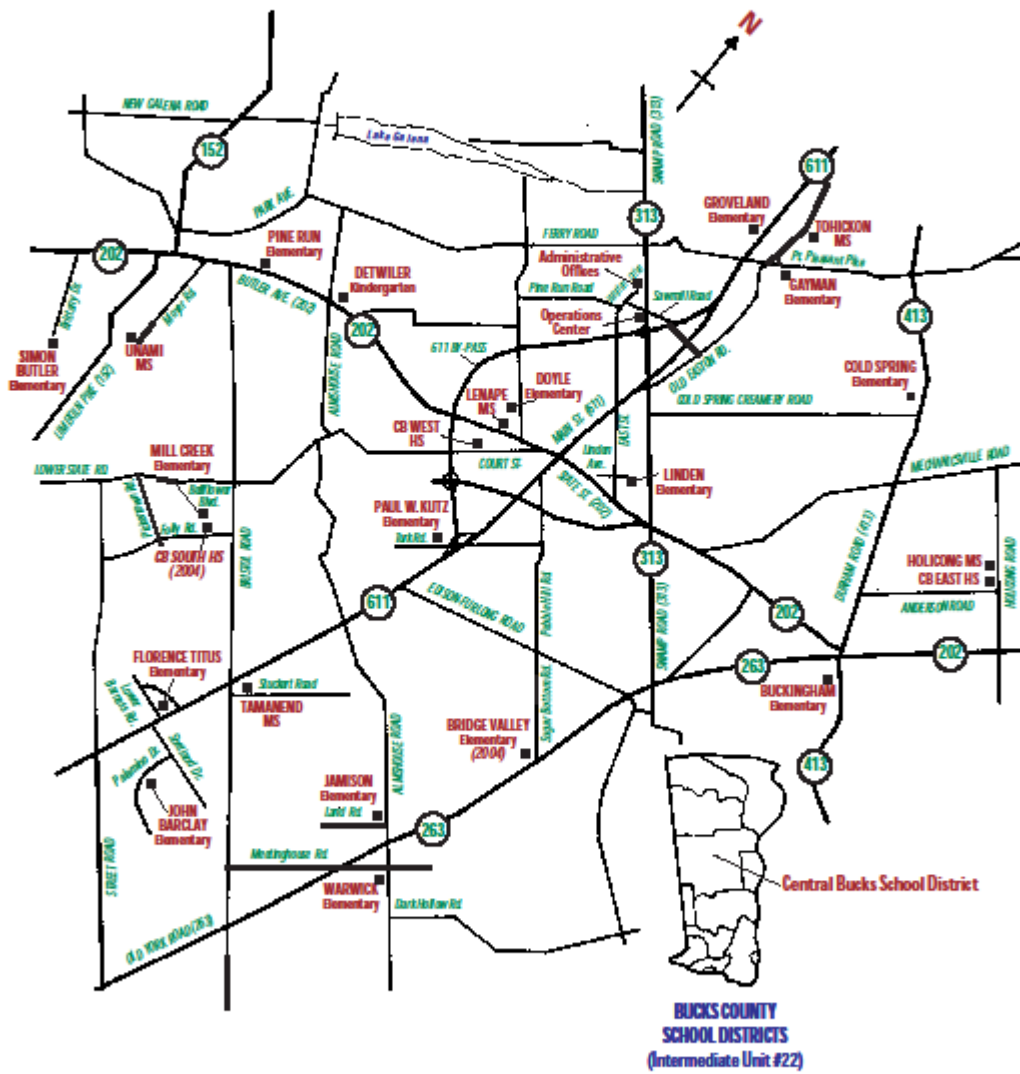
Sincerely,

Michael Nickerson
CBSD Designated Person

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Attachment B: Central Bucks School District Map

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16 Welden Drive • Doylestown, Pennsylvania 18901-2359



Attachment C: PREVAILING MINIMUM WAGE PREDETERMINATION

The Schedule of Minimum Wages as determined by the Department of Labor and Industry, Commonwealth of Pennsylvania, is hereby made a part of this specification. A copy of this form is inserted in each copy of these documents along with Labor and Industry form LIPW-128. The Project is subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961. (Act 442) as amended. The pages titled "Duties of Awarding Agencies Under Pennsylvania Prevailing Wage Act" (LIPW-1) are issued following this page. These duties include requirements of both the awarding agency (Owner), the Contractor and Subcontractors. It is understood that the Owner will comply with its required duties. The Contractor and Subcontractors shall comply with all duties and instructions required of them. All items mentioned as "contract requirements" in the document are hereby made a part of the contract to the same extent as if included in the Owner-Contractor Agreement. See also "Intent to Comply" statement in the Proposal Form.

"Weekly Payroll Certification for Public Works Projects" (Form LIPW-128). All Contractors and Subcontractors shall complete this form for each week worked on this project. The first and last weeks certification shall be fully completed and notarized as indicated. Each Weekly Payroll Certification Form shall be forwarded to the Owner for inclusion in the Owner's records. Payroll Certification Forms covering work periods included in an application for payment shall be submitted before or with the respective Application for Payment. Failure to submit forms as noted may result in withholding processing of payment application until correct and complete forms are received.

Pennsylvania Prevailing Wage Rate Requirements:

- A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to this project.

- B. Prevailing Wage Determination is incorporated into and made a part of the contract.
 - 1. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the contract. The contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
 - 2. The Contract shall contain the stipulation that such workmen shall be paid pay no less than such general prevailing wage rates and such other provisions to assure payment thereof as hereto set forth in this section.
 - 3. The contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.
 - 4. The Contractor shall insert in each of his subcontractors all of the stipulations contained in these required provisions and such other stipulations as may be required.
 - 5. The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary.

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In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

6. The contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contract, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment. Computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on public work.
7. The contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - a. Name of project.
 - b. Name of public body of which it is constructed.
 - c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the contract shall have a civil right of action the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
8. The contract shall provide that the Contractor and all subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
9. The contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the public work project. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

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10. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.
11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.
12. The contract shall also provide that each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of any wages remain unpaid to the amount of wages and owing to each workman respectively.
13. The provision of the Act and these Regulations shall be incorporated by reference in the contract.

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ATTACHMENT D:



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

SECTION 01 10 00 – 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Pool Deck Modifications

1. Project Location: Central Bucks East High School

- a. Address: 2804 Holicong Road, Doylestown, PA 18902.

B. Owner: Central Bucks School District.

1. Address: CBSD Facilities Department, 320 West Swamp Road, Doylestown, PA 18901.
2. Owner's Representative: Mike Nickerson, Environmental/Safety Coordinator.

C. Engineer: Integrated Aquatics Engineering, Inc.

1. Address: 75 Shell Road, Doylestown, PA 18901
2. Engineer's Representative: Ben Hanbicki

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The General Work of the Project is defined by the Contract Documents and includes, but is not limited to the following:

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1. The Project consists of pool deck modifications at Central Bucks High School East in Buckingham Township, PA. The Project shall conform to the PA Unified Construction Code as well as the requirements of Buckingham Township;
2. Removal and replacement of existing ceramic deck tile. This includes preparation of deck to receive new ceramic tile;
3. The setting bed will be removed and replaced down to structural concrete as needed. This is included in the base bid as a quantity allowance;
4. Remove and replace the existing vertical ceramic tile, from the gutter up to two-inches beyond edge of the pool and around the perimeter. Scope includes surface preparation (Alternate 2);
5. Pitch alterations to the deck surface and installation of new deck drains, including tie-in to existing sanitary sewer system and abandonment of existing deck drains and pipes (Alternate 5). If this alternate is not taken, contractor will reuse and reset existing drains;
6. Installation and grouting of new ceramic tile (both field and accent), including specialty tiles such as depth markers, no diving warnings, and locational tiles;
7. Installation of "PATRIOTS" tiling (Alternate 1);
8. Removal and replacement of store room ceramic tile (Alternate 3);
9. Removal of all waste materials;
10. Dust control during project;
11. Acid washing of existing pool tile, including pool bottom and walls (Alternate 4).

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated in Section 3.13 of Section 00 73 00.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Confine construction operations to the pool deck, ice room and locker room entrances.
 2. Driveways, Walkways and Entrances: Keep driveways, parking lot, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

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- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OTHERS

- A. Full Owner Occupancy: Owner will occupy site and existing adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
- c. Contractor shall coordinate with other trades working on the natatorium deck offices, which are not in the scope of this project.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.

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- E. Restricted Substances: Use of tobacco and alcohol products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 01 2129 - QUANTITY ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Division 00 Document "Clarification and Modification Forms" for "Allowance Adjustment" form required or authorization and approval of allowances.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Selected materials and equipment and their installation are listed in this section. Allowances have been established to address changes resulting from unforeseen conditions requiring field modifications or additional work. The allowances are to be based on the quantities listed in this section and the established unit prices listed in the Agreement.
- B. Types of allowances include the following:
 - 1. Quantity allowances
- C. Related Sections include the following
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 01 Section "Unit Prices" for procedures for using unit prices.
 - 3. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

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1.5 QUANTITY ALLOWANCES

- A. An allowance amount value shall be based on the related established Unit Price multiplied by the stated quantity allowance.
- B. The Contract Sum shall include the product or material costs delivered to the Project Site, costs for receiving and handling at Project site, labor, installation, rental equipment, insurance, applicable taxes, overhead, and profit, as defined in Article 7.3 of the Supplementary Conditions, and similar costs.
 - 1. Quantity allowances shall cover the cost to the Contractor for material delivered to and/or removed from the project site.
- C. Materials covered by quantity allowances may only be incorporated into the work by written authorization from the Owner's Representative.
- D. Whenever required quantities are greater than the specified amount, the Contract Sum shall be adjusted by Change Order using appropriate unit prices. Value of unused quantities shall be returned to the Owner by Change Order before Substantial Completion or when requested by the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES - GENERAL CONSTRUCTION CONTRACT

Allowance No. 1: Provide 1,500 sq. ft. of setting bed including all cutting, demolition, disposal and replacement of the setting bed in accordance with Unit Price No. 1.

END OF SECTION 01 2129

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SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Quantity Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, receiving and handling, labor, rental equipment, installation, insurance, applicable taxes, overhead and profit, and similar costs.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

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3.1 LIST OF UNIT PRICES - GENERAL CONSTRUCTION CONTRACT

Unit Price No. 1 – Remove and Replacement of Setting Bed

1. Contract Application: GC.
2. Description: Include cutting, demolition, disposal and replacement of setting bed as per specifications and drawings.
3. Unit of Measurement: Per Square Foot

END OF SECTION 01 22 00

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SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. **Alternate Base Bid:** An amount proposed by bidders and stated on the Bid Form for all required work defined in the Bidding Requirements if the Owner decides to accept a corresponding change in the products, materials, equipment, systems, or installation methods described for the specified alternate generator manufacturer denoted in the Contract Documents.

- 1. The cost for each Alternate Base Bid is the total cost to complete the entire contract inclusive with the specified alternate manufacturer's system. No other adjustments are made to the Contract Sum.

1.4 TIMING

- A. Unless specifically noted otherwise, all contract requirements related to the time and performance requirements of the contract remain unchanged, regardless if an Alternate Base Bid is selected.

1.5 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate base bid system 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 indicated as part of alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. ALTERNATE BASE BID NO. 1 – PATRIOTS WORDING: Contractor shall provide all necessary labor and materials to complete the tiled PATRIOTS wording as shown on drawing AQ-2 and detailed on drawing AQ-3.

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- B. ALTERNATE BASE BID NO. 2 – VERTICAL TILING: Contractor shall provide all necessary labor and materials to remove existing ceramic tile, from the gutter up to two-inches beyond edge of the pool and around the perimeter, and replace as shown on drawing AQ-2 and detailed on drawing AQ-3. The gutter tile is not included and shall remain.
- C. ALTERNATE BASE BID NO. 3 – STORE ROOM TILING: Contractor shall provide all necessary labor and materials to remove existing ceramic tile and install new tile in the store room as shown on drawing AQ-2 detailed on drawing AQ-3.
- D. ALTERNATE BASE BID NO. 4 – ACID WASHING: Contractor shall provide all necessary labor and materials to complete acid washing as defined in Section 13 11 00.
- E. ALTERNATE BASE BID NO. 5 – NEW DECK TRENCH DRAINS: Contractor shall provide all necessary labor and materials to install a new deck trench drainage system around the pool perimeter, sloped and plumbed as specified. Abandoning the current drainage system is included in this alternate bid.

END OF SECTION 01 23 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

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3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Client Representative may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Project Management and Coordination" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than fourteen (14) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

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2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Description of the Work.
 - b. Change Orders (numbers) that affect value.
 - c. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. A separate itemization will be permitted for shop drawing preparation.
5. A separate itemization is required for close out activities including but not limited to preparation of O&M manuals, training and warranty preparation. This shall be no less than 2 percent of the total contract value.
6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
7. 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.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the General Conditions, Changes to the Standard Form. The period of construction Work covered by each Application for Payment is the period indicated in the Supplementary Conditions.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

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2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring prompt receipt. One copy shall include attachments when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Certificates of insurance and insurance policies.
- G. Reduction of Retainage: Submit Consent of Surety to Partial Release of Retainage AIA G707A with the application for payment that includes the reduction of retainage. Only a single reduction of retainage is permitted for the project.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G707, "Consent of Surety to Final Payment."
 6. Evidence that claims have been settled.
- 1.6 PREVAILING WAGE DOCUMENTATION REQUIREMENTS
- A. Prevailing Wage Certifications:

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1. Prevailing Wage Certifications must be submitted weekly from all prime contractors and subcontractors. Certifications shall be submitted directly to the CBSD Construction Management Department, Operations Center, 320 West Swamp Road, Doylestown, PA 18901. Payment on Applications for Payment is subject to receipt of all current payroll certifications- as required by the Pennsylvania. Prevailing Wage Act. Failure to receive payroll certifications will result in payments being withheld.
 - a. If no work is performed during a specific week, a regular, notarized wage certification stating "no work performed" must be submitted.
 - b. The form to be used is the 8-1/2 x 11" Form LIPW-128 (most recent revision). This form must be filled out completely, front and back. The forms must contain original signatures of the contractor, sub-contractor, or sub-sub-contractor and be properly notarized. No faxed or other duplications will be accepted. All forms must be original and include original signatures of the contractor.
2. Computer generated forms are acceptable only if the form is exactly like the Form LIPW-128 (most current revision) issued by the Commonwealth of Pennsylvania, Department of Labor and Industry, and all data is inserted on the front and back of the form.
3. If the contractor or subcontractor wishes to maintain the privacy of his employees, he must submit an additional Form LIPW-128 (most current revision) with the employees' address and social security number deleted. The copy without the social security numbers and addresses will be furnished to all interested third parties, except for agencies or departments of the Commonwealth of Pennsylvania.
4. It is the responsibility of the contractor to notify the subcontractors of these requirements/guidelines.
5. Failure to submit properly completed weekly forms will delay the processing of monthly payments to the contractor. If Applications for Payment or Prevailing Wage Certifications are incomplete, the entire package may be returned to the contractor.
6. Final Prevailing Wage Certifications shall be notarized in accordance with the current Prevailing Wage regulations included as part of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. Contractor shall participate in coordination requirements.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project. This list will be utilized for generation of on-site identification badges for all employees. Keep list current at all times.

1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: The Engineer shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 - 2. Agenda: As specified herein.

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3. Minutes: The Engineer will prepare minutes of the meeting and distribute to attendees no later than 3 days after the meeting.
 - a. The Engineer will record significant discussions and agreements achieved.

- B. Preconstruction Conference: The Engineer shall schedule a preconstruction conference before starting construction no later than 15 days after execution of the Agreement. The conference shall be held at Project site or another convenient location identified by the Owner. The meeting is to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Engineer; Owner; Contractor and its superintendent; major subcontractors; suppliers; building inspector and other representatives of the authorities having jurisdiction and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for requests for interpretations (RFIs).
 - f. Procedures for Engineer's issuance of minor changes to the work.
 - g. Required inspections and coordination with building inspector.
 - h. Required quality control inspections by Owner's agents.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - 1) Limitations on substitutions.
 - l. Preparation of Record Documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - 1) Working hours.
 - 2) Security clearances.
 - 3) No tobacco use policy.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Construction waste management and recycling.
 - r. Parking availability.
 - s. Office, work, and storage areas.
 - t. Equipment deliveries and priorities.
 - u. Contractor's responsibility for protection of the work.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
 3. Minutes: Engineer will record and distribute meeting minutes.

- C. Progress Meetings: Conduct progress meetings at biweekly intervals, or as directed otherwise by the Engineer. Coordinate dates of meetings with preparation of payment requests.
 1. Attendees: In addition to representatives of Engineer and Owner, contractor, subcontractor, supplier, and other entity concerned with current progress or involved in

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planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Required quality control inspections by Owner' agents.
 - 14) Required inspections and coordination with building inspector.
 - 15) Status of correction of deficient items.
 - 16) Field observations.
 - 17) Requests for interpretations (RFIs)
 - 18) Minor changes to the work.
 - 19) Status of proposal requests.
 - 20) Pending changes.
 - 21) Status of Change Orders.
 - 22) Pending claims and disputes.
 - 23) Documentation of information for payment requests.
3. Minutes: Engineer will record and distribute the meeting minutes to Owner's representative, all prime contractors and the attendees.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

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1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: CSI Form 13.2A.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow a minimum of three working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.

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2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 00 Section "Project Forms" for non-copyrighted forms referenced in this section.
 - 2. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 3. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes, for submitting Coordination Drawings. For submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties, submitting Record Drawings, Record Specifications, Record Product Data and operation and maintenance manuals.
 - 6. Divisions 02 through 48 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings are available for a fee payable to Engineer for Contractor's use in preparing submittals.
- B. Contractor Review: Submittals not substantively reviewed by contractor will be returned without action by Engineer. No claims for delays as a result of the resubmittal under these circumstances will be considered.

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- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- D. Submittals Schedule: Comply with requirements in Division 01 Section "Project Management and Coordination" for list of submittals and time requirements for scheduled performance of related construction activities.

- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Except as noted below, allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - a. Multiple concurrent submissions for the same type of work, including but not limited to structural systems, windows and storefront, hardware, and institutional casework will be reviewed in the order that most closely resembles the approved construction schedule, including phasing.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
 - a. Other components requiring review by authorities having jurisdiction.

- F. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Contract Identifier (e.g. GC-), followed by Specification Section number followed by a decimal point and then a

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sequential alphabetic suffix (e.g., GC-061000.A). Resubmittals shall include a sequential number after another decimal point (e.g., GC-06100.A.1). Master Format Section numbers with Level 4 designators (two digits following a decimal point) would look like this for a third submission for a given section and the first resubmittal for that particular unit of work: EC-412213.16.C.1

- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- G. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- H. Do not submit substitute items through normal submittals that have not been previously approved specifically for substitution.
1. Refer to Division 01 Section "Product Requirements" for limitations on substitutions.
- I. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
1. Transmittal Form: Use CSI Form 12.1A.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "No Exceptions Taken" or "Furnish as Corrected".
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

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- M. Use for Construction: Use only final submittals with mark indicating "No Exceptions Taken" or "Furnish as Corrected" taken by Engineer.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Submit electronic submittals to Engineer and consultants via email.
 2. Except when specifically approved by the Engineer, file sizes shall be limited to 10Mb.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two xerographic or marked up copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Engineer's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.

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- g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
2. 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 the sheet size of the original bid documents.
3. Number of Copies: Submit two opaque (bond) copies of each submittal. Engineer will return three xerographically produced copies. Mark up and retain one returned copy as a Project Record Drawing and a second for Operations and Maintenance Manual, where required
- a. Engineer's notations will not be made in contrasting color, but will be encircled or noted in some other way to distinguish from original submittal.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work are the property of the Owner.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

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- a. Number of Samples: Submit three sets of Samples. Engineer will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

 - E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
 - 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two xerographic copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

 - F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination" for Construction Manager's action.

 - G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

 - H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

 - I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

 - J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two xerographic copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- 2.2 INFORMATIONAL SUBMITTALS
- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

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1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
-
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
 - C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
 - D. Qualification Data: If requested, prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
 - E. Welding Certificates: If requested, prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
 - F. Installer Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - G. Manufacturer Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - H. Product Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - I. Material Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - J. Material Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - K. Product Test Reports: If requested, prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

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- L. Research/Evaluation Reports: If requested, prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.

- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

- N. Preconstruction Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- O. Compatibility Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- P. Field Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Closeout Procedures."

- R. Design Data: If requested, prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.

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- 6. Recommendations for cleaning and protection.

- T. Manufacturer's Field Reports: If requested, prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- U. Insurance Certificates and Bonds: If requested, prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of 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.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

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3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Final Unrestricted Release: Where submittal is marked "NO EXCEPTIONS TAKEN" the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 - 2. Final-but-Restricted Release: Where submittal is marked "FURNISH AS CORRECTED" the Work covered by the submittal may proceed provided it complies with both Engineer's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 - 3. Restricted Release: Where submittal is marked "FURNISH AS CORRECTED/RESUBMIT" the Work covered by the submittal may proceed expeditiously, provided it complies with both Engineer's notations and corrections on the submittal and the Contract Documents. Revise submittal for record according to Engineer's notations and corrections and resubmit for Engineer's action. Final acceptance will depend on final unrestricted release action and compliance stated above. Where noted additionally as "FOR RECORD ONLY," provide record copy of submittal revised according to Engineer's notations. Engineer's action in requesting record copy shall be Final-But-Restricted Release, as noted above.
 - 4. Returned for Resubmittal: Where submittal is marked "REVISE AND RESUBMIT," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to Engineer's notations and corrections.
 - 5. Rejected: Where the submittal is marked "Rejected/Resubmit," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product or system that complies with the Contract Documents.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Submittals not complying with the format or content requirements will not be reviewed and will be returned with no action and a notation as to deficiencies. Format and content deficiencies, include but are not limited to the following:
 - 1. Product data representing multiple products or systems with no indication as to which options are to be reviewed.
 - 2. Full line catalogs with no indication as to system or product to be reviewed.

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3. Submittals not complying with labeling and identification information.
4. Submittal that are reproductions of contract documents.
5. Submittals that have not been reviewed by the Contractor.
6. Submittals not submitted by the Contractor.
7. Submittals containing substitutions.
8. Incomplete submittals.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Divisions 02 through 33 Sections as well as drawings for specific test and inspection requirements.

1.3 DEFINITIONS

- A. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. **Mockups:** Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

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- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 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.

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- B. 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.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.
- C. 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, as well as sufficient production capacity to produce required units.
- D. 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.
- E. 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.
- 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. Requirements for specialists shall not supersede building codes and regulations governing the Work.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of the manufacturer who is trained and approved by the manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project.
- H. 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.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer.
 - 2. Notify Engineer seven days in advance of dates and times when mockups will be constructed.

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3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Engineer's approval of mockups before starting work, fabrication or construction. Allow seven days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed work.
7. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 1. Submit a certified written report, in duplicate, of each quality-control service.
 2. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- B. Manufacturer's Field Services: Where indicated and/or requested by Owner, engage a factory-authorized service representative to inspect field-assembled components and equipment installation. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of complete portions of the Work and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, manufacturer's field inspections, and similar services, repair damaged construction and restore substrates and finishes.
 1. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services

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END OF SECTION 01 40 00

SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

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- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A detailed reference can be furnished upon request.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A detailed reference can be furnished upon request.
- D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A detailed reference can be furnished upon request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Each contractor awarded a unit of work under these specifications shall be responsible for provision of appropriate temporary facilities and controls.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution Requirements" for progress cleaning requirements.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. However, there will be interruption of water service during this project. All contractors shall make their own arrangements for water during service interruptions.
- C. Existing building toilet facilities may not be used by contractors.
- D. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Pedestrian Controls to maintain safe working conditions and correspondingly protect building occupants and public from harm during construction activities. See Supplementary Conditions Articles 25 and 26.

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PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
- B. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Enclosures: Provide temporary enclosures for protection of materials, construction, existing, in-progress and completed, from exposure, foul weather, other construction operations and similar activities. Provide temporary weathertight enclosure for building exterior.
- B. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas of the building occupied by Owner from dust, dirt, fumes and noise.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended or no later than Substantial Completion. Restore existing construction to pre-construction condition.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Instructions to Bidders for time limits for submitting substitutions before receipt of bid.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 02 through 48 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through product substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. "Proposed" Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Bidder. Comply with the requirements as indicated in the Instructions to Bidders.
- C. "Product" Substitutions: Product substitutions are unnamed manufactured products or materials proposed for use by the Contractor typically when the specified product is not available.

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- D. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- E. Proprietary Specifications: Where Specifications name a single product and manufacturer or where the product is accompanied by the words "no substitutions" or where the Specifications otherwise offer no alternative choices, provide the named product that complies with requirements.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Do not submit substitutions through product list. Only approved substitutions shall be included in product list.
 - 3. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 4. Initial Submittal: Within 20 days after Award of Contract, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. Completed List: Within 30 days of Award of Contract, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 6. Engineer's Action: Engineer will respond in writing to Contractor within 5 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Pre-Bid Substitution Requests: Refer to the Instructions to Bidders for requirements pertaining to pre-bid substitutions.
 - 1. Engineer's Action for Substitutions before the Bid: Comply with timing requirements in Instructions to Bidders.
 - a. Form of Acceptance: Addendum
 - b. Use product specified if substitution is not included by Addendum.

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- C. Post-Bid Substitution Requests: Refer to the Supplementary Conditions Article 4.4.2.1 Standard of Quality and 2.2 Product Substitutions of this Section for requirements pertaining to substitutions.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

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2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications name a single product and manufacturer or where proprietary specifications are utilized, provide the named product that complies with requirements.

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- a. No substitutions will be considered. If, through no fault of the Contactor the specified product is not available, comply with the substitution procedures specified in the Supplementary Conditions.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications paragraphs or subparagraphs titled "Basis-of-Design Product" (or similar such wording) comply with the following:
 - a. Where there is no list of manufacturers, provide Basis-of-Design Product. Substitutions will only be considered before the bid, subject to compliance with substitution procedures specified in the Supplementary Conditions.
 - b. Where Basis-of-Design Product is accompanied by lists of other named manufacturers provide the basis of design product. Products of other listed manufacturer will only be considered comparable if, though the submittal process, the product can be demonstrated to be comparable. If the product is evaluated by the Engineer to not meet the criteria established by the basis of design product, submittal shall be rejected and Contractor shall submit basis of design product. Engineer shall be sole judge of equivalency of products. Comply with the following for listed manufacturer submittal:
 - 1) Submittal for other than basis of design product shall be made in the same manner, meeting same requirements for a substitution request. Contractor shall assume the same responsibilities for coordination and other representations as required for substitutions.
 - 2) Allow additional review time as specified in this section for substitutions after the bid.
 - c. No additional time will be added to contract or costs will be paid by Owner for claims relating to Engineer's rejection of other than basis of design products.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

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- a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing:

1. Substitutions During the Bidding Period: Comply with requirements as indicated in the Instructions to Bidders with procedures herein.
2. Substitutions after Award of the Contract:
 - a. Substitutions will not be considered between the bid date and the award of the contract, except as indicated in the Instructions to Bidders.
 - b. Substitutions will not be allowed after award of the contract except when, through no fault of the Contractor, none of the specified products is available.

B. Conditions for Substitutions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work and is conformance with District established standards for ease of maintenance or operation.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 - a. Any claims from other contractors resulting from an approved substitution will be deducted by change order from contractor who proposed substitution.

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2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

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 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. Protection of Existing Utilities and Structures:
 - 1. Advise each person in physical control of powered equipment used in demolition work of the type and location of utility lines at the job site, the Utility assistance to expect and procedures to follow to prevent damage.
 - 2. Immediately report to the Utility and the Engineer any break, leak or other damage to the lines made or discovered during the work and immediately alert the occupants of premises of any emergency created or discovered.
 - 3. Allow free access to school personnel at all times for purposes of maintenance, repair and inspection.
- C. 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. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. HVAC systems piping and ducts.

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5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

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, 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 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. Any use of gas powered equipment shall be coordinated with Owner and Contractor shall provide and install adequate measures to eliminate/remove any exhaust fumes from the building.

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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, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions are removed provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Divisions 02 through 48 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 6. Complete startup and testing of systems.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Complete final cleaning requirements, including touchup painting.
 - 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection

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or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. If more than one re-inspection is required for Substantial Completion the Contractor will be billed for the professional fees and services of the Engineer.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. If more than one re-inspection is required for Final Completion the Contractor will be billed for the professional fees and services of the Engineer.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area, using names and room numbers as indicated on the drawings, affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
 1. Organize list of spaces in sequential order, starting with exterior areas first.
 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
 3. Add items to list when directed by Engineer as a result of inspections or re-inspections.

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4. When, in the opinion of the Engineer, an item has been successfully remedied or satisfactorily resolved, enter the completion date as approved by Engineer and strike out the entry with a single fine black line so as to not obscure the text.
- 1.6 Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL FOR" followed by Contract Name, and Project name. Include an index or table of contents listing contents. Provide Two (2) paper copies and one 'pdf' digital copy of all Operation and Maintenance manuals.
- 1.7 WARRANTIES
- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
 - B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Warranty Manual may be combined with above referenced O&M manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Provide Two (2) copies of Warranty Manual.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to operate, adjust, and maintain systems, subsystems, and equipment not part of a system.
 1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times.
 3. Schedule training with Owner, through Engineer, with at least seven days' advance notice.

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4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
 5. Provide (1) training session.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. Include instruction for Operations, Adjustments, Maintenance, and Repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Remove tools, construction equipment, and surplus material from Project site.
 - b. Remove stains, paint drips and other hard and soft surface contamination that cannot be removed by normal commercial cleaning.
 - c. Remove labels that are not permanent.
 - d. 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.
 - e. Leave Project broom clean and ready for commercial cleaning and occupancy by Owner.
- C. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 13 11 00 – SWIMMING POOLS; ACID WASHING

PART 1.1: GENERAL PROVISIONS

1.1-01 WORK INCLUDED

- A. The work included in this Contract consists of furnishing all labor, materials and equipment necessary to perform the POOL DECK MODIFICATIONS, CENTRAL BUCKS EAST HIGH SCHOOL, BUCKS COUNTY, PENNSYLVANIA.
- B. The Contractor shall refer to other applicable Sections of the Specifications for related information pertaining to this Contract.
- C. This Contractor is responsible to coordinate his work with the Owner's representative. No requests for extra compensation will be considered by the Owner due to the Contractor's lack of coordination.
- D. The scope of the acid washing includes the pool walls (up to and including the ceramic tile gutter system) and bottom.

1.1-02. PRODUCT DATA SUBMITTALS

- A. The Contractor shall submit to the Owner for approval Product Data Sheet(s) on all work items and equipment to be supplied and installed under his Contract. Approval shall be obtained before orders are placed. Contractor shall submit six (6) copies of all Product Data Sheet(s).
- B. The submission format shall be as follows:
 - 1. Identify Section of Technical Specifications under which product item is specified.
 - 2. Identify product item, manufacturer and supplier.
 - 3. Identify sub-contract if item is per Sub-Contractor.

1.1-03. CODES, STANDARDS AND INSPECTIONS

- A. All work shall comply with applicable Local, State, and National Codes. Contractor will be responsible to obtain and pay for all inspections, tests, etc. required by Local Codes or the Contract Documents.

1.1-04. DRAINING, FILLING AND START-UP OF THE POOL

- A. The Owner shall be responsible for draining the Pool prior to starting work and for filling at completion of the work. The Owner will start-up the Pool operating systems after construction is complete. Water will be provided at no cost to the Contractor by the Owner.

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- B. The Contractor is responsible for sweeping the Pool bottom prior to filling.

1.1-05. CLEANING

- A. After construction work is completed, the Contractor shall thoroughly clean his work area to include all trash and debris and leave the Pool Area and Pool Equipment Room Area in condition for operation.

1.1-06. UTILITIES

- A. The Owner will provide utilities during construction to include water and electric. Telephone will be the responsibility of the Contractor.
- B. The contractor cannot discharge wastewater to the sewer system.

1.1-07. PROJECT RECORD DRAWINGS

- A. The Contractor shall keep a record set of Drawings during construction on which he shall record any deviations, modifications, or changes from the Original Drawing(s) during construction. A copy of these Drawings must be submitted to the Owner at completion of the project.

1.1-08. WARRANTY

- A. Contractor shall guarantee workmanship, materials, etc. under this Contract to be free from defects for a period of one (1) year after completion of and start-up. If said defects occur, Contractor shall repair defects within ten (10) days after notification in writing by the Owner and shall be responsible for any required draining and filling of the Pool and associated costs for water usage.

PART 2.1: SITE PREPARATION, GENERAL

2.1-01. WORK INCLUDED BUT NOT LIMITED TO:

- A. Protection of Existing Pool Area
- B. Protection of Existing Pool Fittings, Drains, Etc.
- C. Preparation of Existing Tile Surfaces

PART 2.2: SITE PREPARATION, EXECUTION

2.2-01. PROTECTION OF EXISTING POOL AREA

- A. Protect all building walls, Pool deck, doors, windows, etc. and remove all railings, starting platforms, etc. during construction. Contractor will be responsible for any damage incurred during construction.

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- B. All Pool gutter drains, return fittings, floor drains and deck drains shall be secured so no material can enter during work.

2.2-02. PREPARATION OF EXISTING TILE SURFACES

- A. All existing ceramic tile surfaces of the Pool (walls, bottom, and gutter) shall be thoroughly cleaned with a 20% muriatic acid solution and water.
- B. Upon completion of acid cleaning, all surfaces shall be pressure washed at a minimum 50 PSI pressure.

PART 3.1: CERAMIC TILE REGROUTING WORK, GENERAL

3.1-01. WORK INCLUDED

- A. The Contractor shall furnish all labor, materials and equipment necessary to accomplish acid washing and regrouting of the ceramic tile to the limits defined in 1.1-01(d)

PART 3.2: CERAMIC TILE REGROUTING WORK, PRODUCTS

3.2-01. GROUT

- A. Grout shall be Polymer Modified Tile Grout or equal meeting the requirements of ANSI A108.10, A118.6 and A118.7. Color shall be white.
- B. Submit Product Data Sheet(s) and Safety Data Sheet.

PART 3.3: CERAMIC TILE REGROUTING WORK, EXECUTION

3.3-01. All work pertaining to installation and cleaning shall conform to the standards of the Tile Council of America, Inc. Document ANSI A108 and manufacturer's recommendations.

3.3-02. Grout joints to full depth of tile down to the setting bed and flush to exposed surface edges of tile.

END OF SECTION 13 11 00