



# Millennium Drive Repaving & Campus Walkpath Extension

Solicitation #15-16

## PROJECT MANUAL

December 9, 2014

**Construction Manager**



645 N. 12<sup>th</sup> Street, Suite 200  
Lemoyne, PA 17043  
Phone: (717) 233-3816  
Fax: (717) 233-1666

**Engineer**



743 South Broad Street  
Lititz, PA 17543  
Phone: (717) 626-7271  
Fax: (717) 626-7040

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**SECTION 00100- INVITATION TO BID****HACC LANCASTER CAMPUS  
MILLENNIUM DRIVE REPAVING & CAMPUS WALKPATH EXTENSION  
SOLICITATION #RFB15-16**Engineer

ELA Group, Inc.  
743 South Broad Street  
Lititz, PA 17543  
Phone: (717) 626-7271

Construction Manager

Eastern PCM, LLC  
645 N. 12<sup>th</sup> Street, Suite 200  
Lemoyne, PA 17043  
Phone: (717) 233-3816

HACC, Central Pennsylvania's Community College (HACC) seeks bids from qualified Prime Contract Bidders to construct the above named project. The project is located at the Lancaster Campus, 1641 Old Philadelphia Pike, Lancaster, PA 17602. HACC is committed to providing opportunities for Minority Business Enterprises (MBE), and Women Business Enterprises (WBE). HACC encourages MBE and WBE firms to submit a Proposal for the Work and all bidders to proactively solicit MBE and WBE firms in the bidding and subcontracting process.

The work will be performed under Single Prime Contract and consists of asphalt repaving of the access driveways. A new or recycled content subbase will be installed with new asphalt base and wearing course along the approximately one-half mile drive. Work includes milling, pavement excavation, subbase repairs, and repairs to storm water inlets. A portion of the driveway (approx. 500 lf) will receive topical repair for cracks and a seal coat only. In addition, a 1,000 ft (approx.) extension of the campus 6 foot wide asphalt walkpath will also be considered to be constructed, as an alternate.

A Pre-Bid Meeting and site inspection will be held December 17, 2014 at 9:00 am at the Lancaster Campus, 1641 Old Philadelphia Pike, Lancaster, PA in the Facilities Building. All bidders are encouraged to attend.

HACC will receive sealed bids for the work at the Ted Lick Administration Building, Harrisburg Campus, One HACC Drive, Harrisburg, PA 17110 until 2:00 pm on January 27, 2015. Bids received after this time will not be accepted. **ONLY BONAFIDE BIDS WILL BE ACCEPTED.** Bids will be opened and read aloud immediately following the bid receipt time.

Plans and specifications, prepared by ELA Group, Inc., may be examined during normal office hours at the office of the Construction Manager, beginning Wednesday, December 10, 2014.

Bid documents in .pdf electronic format may be purchased from the office of the Construction Manager for a non-refundable fee of \$25.00. Shipping costs are not included in this fee. The bidder will be responsible for all shipping costs if necessary.

HACC, the Engineer, and the Construction Manager assume no responsibility for the completeness and accuracy of plans and specifications and addenda issued that were not acquired from



the office of the Construction Manager. Any Contractor who obtains project Plans and Specifications from a source other than the Construction Manager must provide all contact information to the Construction Manager for inclusion on the Bidders List. Failure to do so may be cause for rejection of a Contractor's Bid.

Bid Security in the amount of 10% of the Bid amount must accompany the Bid in accordance with the Instruction to Bidders.

A Performance and Payment Bond for 100% of the contract amount will be required in accordance with the Instructions to Bidders.

The referenced project is subject to the Pennsylvania Department of Labor and Industry Prevailing Wage Rates.

The Owner, HACC, Central Pennsylvania's Community College, reserves the right to waive any irregularities, omissions, errors, mistakes, or defects in any bid or to reject any or all bids at their sole discretion.

By order of:

Mike McEnany  
Procurement Specialist  
HACC, Central Pennsylvania's Community College  
One HACC Drive,  
Harrisburg, PA 17110  
[procurement@hacc.edu](mailto:procurement@hacc.edu)

**SECTION 00150 – INFORMATION FOR BIDDERS****1. SCOPE OF WORK**

The work will be performed under Single Prime Contract and consists of asphalt repaving of the access driveways. A new or recycled content subbase will be installed with new asphalt base and wearing course along the approximately one-half mile drive. Work includes milling, pavement excavation, subbase repairs, and repairs to storm water inlets. A portion of the driveway (approx. 500 lf) will receive topical repair for cracks and a seal coat only. In addition, a 1,000 ft (approx.) extension of the campus 6 foot wide asphalt walkpath will also be considered to be constructed, as an alternate.

**2. SECURING DOCUMENTS**

Plans and specifications prepared by ELA Group, Inc. may be examined during normal office hours, at the office of the Construction Manager.

Copies of the bid documents may be obtained from the office of the Construction Manager: Eastern PCM, LLC upon the conditions set forth in the Invitation to Bid.

HACC, the Engineer, and the Construction Manager assume no responsibility for the completeness and accuracy of plans and specifications and addenda issued that were not acquired from the office of the Construction Manager. Any Contractor who obtains project Plans and Specifications from a source other than the Construction Manager must provide all contact information to the Construction Manager for inclusion on the Bidders List. Failure to do so may be cause for rejection of a Contractor's Bid.

**3. EXAMINATION OF DOCUMENTS, PRE BID MEETING AND SITE VISITS**

A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Specifications and all other proposed Contract Documents and shall visit the site of the Work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

B. **PRE BID MEETING:** A Pre-Bid Meeting and site inspection will be held December 17, 2014 at 9:00 am at the Lancaster Campus, 1641 Old Philadelphia Pike, Lancaster, PA in the Facilities Building.

4. CODE COMPLIANCE

Contractor’s bid is to be in compliance with all Federal, State, Local, and applicable codes.

5. COMPLETION SCHEDULE & WORK HOURS

A. SCHEDULE

- i. BOT Approval Date: March 3, 2015
- ii. Contract Award: March 4, 2015\*
- iii. Notice to Proceed: March 18, 2015\*\*
- iv. Construction Start: April 1, 2015
- v. Substantial Completion: August 1, 2015
- vi. Final Completion: October 1, 2015

\*Contract award is subject to the approval of HACC’s Board of Trustees on March 3, 2015.

\*\*Notice to Proceed is subject to the timely return of the Contract and all requirements.

B. WORKING HOURS

- i. All work is to be performed between Monday – Friday 7 am – 5 pm. work performed outside of these hours requires approval of the Owner and Construction Manager.
- ii. Utility shutdown and switchover work is to be conducted when the campus is not occupied. Coordinate with the Construction Manager and HACC Facilities.

6. TEMPORARY PROTECTION

The Work includes providing, erecting, maintaining and removing temporary walls, partitions, entrances and coverings as required to facilitate the phased demolition and construction as shown on the drawings, as applicable.

7. CONSTRUCTION PHASING NARRATIVE

The Campus will remain open and active during the project. As such, the project will be performed in four (4) phases to allow for adequate redirection of Campus traffic.

**END OF SECTION 00150**

**SECTION 00200 – INSTRUCTIONS TO BIDDERS AIA DOCUMENT A701-1997**

The attached AIA Document A701 – 1997 shall be the contract format for the project.

**END OF SECTION 00200**

 **AIA<sup>®</sup> Document A701<sup>™</sup> – 1997****Instructions to Bidders**

for the following PROJECT:

*(Name and location or address)*

THE OWNER:

*(Name, legal status and address)*

THE ARCHITECT:

*(Name, legal status and address)*

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8	FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ADDITIONS AND DELETIONS:**

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

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

## ARTICLE 1 DEFINITIONS

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

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A232, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 COPIES

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

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

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

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

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

### § 3.3 SUBSTITUTIONS

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

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

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

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

### § 3.4 ADDENDA

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

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

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

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

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

#### § 4.2 BID SECURITY

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

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

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

#### § 4.3 SUBMISSION OF BIDS

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

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

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

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

#### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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



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

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

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

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 OPENING OF BIDS

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

### § 5.2 REJECTION OF BIDS

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

### § 5.3 ACCEPTANCE OF BID (AWARD)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

### § 6.2 OWNER'S FINANCIAL CAPABILITY

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

### § 6.3 SUBMITTALS

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1)

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

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

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

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

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

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

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

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

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

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

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

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A132, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

## SECTION 00210 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accordance with the Instructions to Bidders (AIA Document A701), the General Conditions to the Contract, (AIA Document A232) and the supplements thereto.

The following supplementary Instructions to Bidders modify, change, delete from, or add to the Instructions to Bidders. When any Article of the Instructions to Bidders is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect as part of the Bidding Requirements.

### ARTICLE 1 – DEFINITIONS

Add the following paragraph:

- 1.10** A Successful Bidder is the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation) makes an award.

### ARTICLE 3 - BIDDING DOCUMENTS

#### 3.1 COPIES

- 3.1.1** Delete this paragraph in its entirety and replace with the following:
- 3.1.1** Bidders may obtain complete sets of the Bidding Documents from the issuing office(s) stated in the Invitation to Bid in the amount of the non-refundable fee stated therein.
- 3.1.2** Delete this paragraph in its entirety.

Add the following subparagraph

- 3.1.5** HACC, the Architect, and the Construction Manager assume no responsibility for the completeness and accuracy of plans and specifications and addenda issued that were not acquired from the office of the Construction Manager.

#### 3.3 SUBSTITUTIONS

- 3.3.2** Delete this paragraph in its entirety and replace with the following:
- 3.3.2** Approval of substitutions will not be given during the period provided for the preparation and receipt of bids. The Owner shall consider the use of substitutions, at their sole discretion, only after the award of the Contracts.
- 3.3.2.1** Add the following new subparagraph:
- 3.3.2.1** Substitution Request Forms submitted prior to receipt of bids will not be reviewed. Substitution requests must be submitted **after** contract award in order to be considered.
- 3.3.3** Delete this paragraph in its entirety and replace with the following:

**3.3.3** Refer to Division 1 Section 01600 "Product Requirements" for requirements concerning the Standard of Quality and approval of substitutions.

**3.3.4** Delete this paragraph in its entirety.

**3.4 ADDENDA**

**3.4.1** Delete this paragraph in its entirety and replace with the following:

**3.4.1** Addenda will be issued to bona fide bidders registered with the Construction Manager as having received a complete set of bid documents; addenda will not be issued to others.

**ARTICLE 4 - BIDDING PROCEDURES**

**4.1 PREPARATION OF BIDS**

Add the following clauses to subparagraph 4.1.1:

**4.1.1.1** Bids shall be made on unaltered Bid Form(s) as provided with the Bidding Documents. Fill in all blank spaces. Submit two copies bearing original signatures for each bid.

**4.1.1.2** Bids shall be signed and the name typed below the signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a Contract.

**4.1.1.3** Bids shall be on a lump-sum basis.

**4.2 BID SECURITY**

Add the following subparagraphs to 4.2:

**4.2.4** For base bids equal to or greater than Ten Thousand Dollars, the bid shall be accompanied by a bid guarantee of not less than 10 percent of the amount of the Base Bid. Bid Security shall be by certified check, cashier check, or Bid Bond in the form of AIA Document A310.

Surety companies executing Bonds shall appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

Bidders providing a certified check or cashier's check shall provide a Consent of Surety, acceptable to the Owner, stating that the Surety will provide a Performance and Payment Bond as required herein, should the Bidder be awarded a contract for the work.

**4.2.5** The Owner reserves the right to retain the Security of the three apparent low bidders on each contract until the Owner and the successful bidder for each contract have executed an Owner/Contractor agreement and the executed performance and Payment Bonds have been approved by the Owner, or until 45 days after bid opening, whichever is shorter. All other Bid Security will be returned as soon as practical.

#### **4.3 SUBMISSION OF BIDS**

Add the following subparagraph:

##### **4.3.5** All bids must contain the following documents:

1. A properly and completely filled out Bid Form, Section 00410.
2. Bid Security for bids equal to or greater than \$10,000.00.
3. A properly completed Non Collusion Affidavit.
4. A properly completed MBE/WBE Utilization Form.

Add the following Subparagraphs:

##### **4.3.6 Certificates of Authority - Out-Of-State Contractors**

**4.3.6.1** As a precondition to the reading and acceptance of any Bid tendered by any bidder, company, or corporation not incorporated or registered in the Commonwealth of Pennsylvania, a "Certificate of Authority" shall be attached to their Bid Proposal.

**4.3.6.2** This "Certificate of Authority" shall be issued by the Department of State, Commonwealth of Pennsylvania, pursuant to the provisions of Section 4121 of the "Business Corporation Law" of 1988 (15 Pa C.S. § 4121) of the Commonwealth of Pennsylvania.

**4.3.6.3** Failure to attach said "Certificate of Authority" to his Bid Proposal will be judged as sufficient cause to reject the Bid Proposal of any "Foreign Business Corporation" as defined by the above-mentioned Act.

**4.3.6.4** As of January 1998, the administration of this requirement was through the Pennsylvania Department of State, Corporation Bureau, Room 308, North Office Building, PO Box 8722, Harrisburg, PA 17105, Telephone (717) 787-1057.

##### **4.3.7 Non-Collusion Affidavit**

**4.3.7.1** In accordance with the Pennsylvania Antibid-Rigging Act, 62 C.S.A., Section 4501, October 28, 1993, all bidders are required to submit with their bids a completed, signed, and notarized Non-Collusion Affidavit; refer to Division 0 Section 00453 - Non-Collusion Affidavit.

**4.4.1** Delete this paragraph in its entirety and replace with the following:

A Bid may not be modified, withdrawn, or canceled by the Bidder during a period of sixty (60) days following the time and date designated for the receipt of bids, and each Bidder so agrees in submitting a bid. Bids may be withdrawn in compliance with all Pennsylvania laws, rules, and regulations.

#### **ARTICLE 5 – CONSIDERATION OF BIDS**

Add the following subparagraphs:

- 5.3.3 The Owner, Harrisburg Area Community College, reserves the right to waive any irregularities, omissions, errors, mistakes, or defects in any bid or to reject any or all bids, at its sole discretion.
- 5.3.4 The Owner reserves to right to allow a Bidder to correct a defect in its Bid provided that correction of the defect does not alter the amount of the Bid or the scope of work required under the Bid.

## ARTICLE 6 - POST BID INFORMATION

### 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Add the following subparagraphs:

- 6.1.1 If a contractor's qualification statement has been submitted within the previous 12 months, it will not be required for this bid submission.
- 6.1.2 **Bonding Capacity**
  - 6.1.2.1 The apparent low bidders shall, when requested by the Architect on behalf of the owner, furnish the owner additional information on the bidder's performance and labor and material payment bonding capacity, history and current rate charged.
  - 6.1.2.2 Performance and payment bonds are not required for contracts of less than Fifty Thousand dollars.
- 6.2.2 Delete this paragraph in its entirety.

## ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

### 7.1 BOND REQUIREMENTS

Delete Subparagraphs 7.1.1, 7.1.2, and 7.1.3 and replace with the following Subparagraphs:

- 7.1.1 For all contracts totaling Fifty Thousand Dollars or more, furnish and pay for bonds covering faithful performance of the contract and payment of all obligations arising there under. Furnish bonds in the amount of 100% of bid sum and in such form as the Owner may prescribe.
- 7.1.2 The Contractor shall deliver said bonds to the owner not later than the date of execution of the contract. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the contract and the bid Security will be retained as liquidated damages.
- 7.1.3 The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount 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.)

- 7.1.4** Surety companies executing Bonds shall appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

**ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Delete the first paragraph of this Article and replace with the following:

Unless otherwise required in Bidding Documents, the Agreement for the Work will be written on AIA Document A132, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

Add the following Paragraph to Article 8.

**8.1 PREPARATION OF AGREEMENT**

- 8.1.1** The successful bidder shall assist the Owner in preparing the agreement and within five days following its presentation shall execute the contract and return to the Owner.

Add the following Article:

**ARTICLE 9 – CRIMINAL BACKGROUND CHECK**

- 9.1** The safety and security of the Owner's students, faculty and staff is very important.

Owner shall require the successful bidder to have diligently performed criminal background checks of all employees that the successful bidder assigns to work within Owner's facilities and at or near the Owner's properties. Owner shall have the right to approve of the process that the successful bidder uses for completing the criminal background checks. If an individual has a verified criminal record, the successful bidder will be required to provide Owner with the criminal record information to determine suitability for placement in the on-site work.

The successful bidder agrees that it is liable for any damage to persons, property or reputation of the Owner in the event any unsuitable individuals are assigned to the College.

If any doubt exists about the eligibility of an individual, the successful bidder will be responsible for bringing those issues to the attention of the Owner before assigning the individual to the Project

**END OF SECTION 00210**

**SECTION 00410 - BID FORM**

**PROJECT:** Millennium Drive Repaving & Campus Walkpath Extension

**BID TO:** Harrisburg Area Community College

**BID FROM:** \_\_\_\_\_

TYPE or PRINT Name and Address of Entity Submitting Bid Here

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. In submitting this Bid, BIDDER represents, acknowledges, and agrees, as more fully set forth in the Agreement, that:
  - a. This Bid will remain subject to acceptance for 60 days after the date of Bid opening;
  - b. The Owner has the right to reject this Bid, for its convenience. The Owner also reserves to right to allow a Bidder to correct a defect in its Bid provided that correction of the defect does not alter the amount of the Bid or the scope of work required under the Bid.
  - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
  - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award;
  - e. BIDDER has examined and understands all Bidding Documents.
  - f. BIDDER has visited site and become familiar with the general, local, and conditions; and that the Bidder has considered such laws and regulations in determining the cost, progress, performance, and furnishing of the Work for the Project;
  - g. BIDDER is familiar with federal, state, and local laws and regulations;
  - h. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site as such relates to the Work indicated in the Bidding Documents.
  - i. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports, and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
  - j. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - k. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.



I. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

<u>Date/Number</u>	<u>Date/Number</u>
_____	_____
_____	_____
_____	_____

**BASE BID**

3. BIDDER will complete the Work in accordance with the Contract Documents for the following STIPULATED-SUM BID PRICE:

\$ \_\_\_\_\_ (in words)

\$ \_\_\_\_\_ (in figures)

4. ALTERNATES

a. Alternate # 1 – Asphalt Walking Path Extension (ADD) (DEDUCT) \$ \_\_\_\_\_

BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Information for Bidders, Section 00150.

SUBMITTED: \_\_\_\_\_, 20\_\_\_\_.  
TYPE or PRINT date and time of bid submission Here

**\*\*SUBMIT BID FORM AND ALL ATTACHMENTS IN DUPLICATE\*\***

The following attached documents are made a condition of this Bid:

**Attachments:**

1. Bid Security - (Required for Base bids equal to or greater than \$10,000.00)
2. Non - Collusion Affidavit
3. MBE/WBE Utilization Form

By: **When Bidder is an Individual**

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)  
(Legal Name of Contracting Firm Name)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Person Authorized to Sign)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Printed name and Title of Person Authorized to Sign)

\_\_\_\_\_  
(Printed name of Witness)

By: **When Bidder is a Partnership**

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)  
(Legal Name of Contracting Firm Name)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Partner Authorized to Sign)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Printed name of Partner Authorized to Sign)

\_\_\_\_\_  
(Printed name of Witness)

\_\_\_\_\_  
(Signature of Partner Authorized to Sign)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Printed name of Partner Authorized to Sign)

\_\_\_\_\_  
(Printed name of Witness)

By: **When Bidder is a Corporation**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Corporation) (SEAL)

Incorporated under the laws of: \_\_\_\_\_  
( Printed Name of State)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Signature of Corporate Secretary)

\_\_\_\_\_  
(Printed name and Title of Authorized Officer)

\_\_\_\_\_  
(Printed name of Corporate Secretary)

By: **When Bidder is a Limited Liability Corporation (LLC)**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Limited Liability Corporation [LLC]) (SEAL)

Incorporated under the laws of: \_\_\_\_\_  
( Printed Name of State)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Signature of Corporate Secretary)

\_\_\_\_\_  
(Printed name and Title of Authorized Officer)

\_\_\_\_\_  
(Printed name of Corporate Secretary)

**END OF BID FORM**

**SECTION 00430 – BID BOND**

The attached form AIA 310 shall be submitted for all bids with a value of ten thousand dollars (\$10,000.00) or greater, inclusive of the Base Bid and maximum combination of all add Alternates. Failure to submit this required form may subject bid to rejection.

**END OF SECTION 00430**



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT: \$**

**PROJECT:**

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

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

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

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

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

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User Notes:

(1283017540)

Signed and sealed this      day of      ,

\_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Surety)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

Init.

User Notes:

**SECTION 00440 – MBE/WBE UTILIZATION FORM**

The MBE/WBE Utilization Form included in this section is to be properly filled out, signed and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

## Instructions:

1. Provide your company name, contract, and bid submission date.
2. Enter the subcontractor's or supplier's company name which is mandatory, telephone number with area code, and contract person's name.
3. You must indicate if you desire credit for the firm as either MBE or WBE.
4. Enter the total dollar amount of the quote received. If the quote is received in the form of unit prices, hourly rates, etc., a total dollar amount should be provided.
5. You must include both solicited and unsolicited quotes within the scope of work. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid as not responsive.
6. The MBE/WBE form must be completed and submitted with all bids. Failure to properly complete the form will cause the bid to be rejected as non-responsive.

**END OF SECTION 00440**

HARRISBURG AREA COMMUNITY COLLEGE  
MILLENNIUM DRIVE REPAVING & CAMPUS WALKPATH EXTENSION

**MINORITY BUSINESS ENTERPRISE / WOMEN'S BUSINESS ENTERPRISE UTILIZATION FORM**

**Contractor Name:** \_\_\_\_\_ **Contract:** \_\_\_\_\_ **Submission Date:** \_\_\_\_\_

The Contractor submitting this form certifies that in its solicitations for subcontractor and supplier participation on the above referenced project, it has made every attempt to contact and solicit Minority Business Enterprise and Women's Business Enterprise (WBE/MBE) firms to submit bids for portions of the Work. The list below represents the known MBE/WBE firms with whom the Contractor has solicited work or received non-solicited bids. Use multiple copies of this form as needed.

Firm Contacted	Type of Work	MBE? Yes/No	WBE? Yes/No	Certifying Agency	Bid Received? Yes/No	Bid Used? Yes/No	Approximate Bid Amount
Name		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	\$
Contact		No <input type="checkbox"/>	No <input type="checkbox"/>		No <input type="checkbox"/>	No <input type="checkbox"/>	
Phone							
Name		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	\$
Contact		No <input type="checkbox"/>	No <input type="checkbox"/>		No <input type="checkbox"/>	No <input type="checkbox"/>	
Phone							
Name		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	\$
Contact		No <input type="checkbox"/>	No <input type="checkbox"/>		No <input type="checkbox"/>	No <input type="checkbox"/>	
Phone							
Name		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	\$
Contact		No <input type="checkbox"/>	No <input type="checkbox"/>		No <input type="checkbox"/>	No <input type="checkbox"/>	
Phone							

Signature of Person authorized to sign: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_



**SECTION 00453 - NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit included in this section is to be properly filled out, signed, notarized, and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

**Harrisburg Area Community College**

State of \_\_\_\_\_  
(Printed Name of State in which Project is Located)

§

County of \_\_\_\_\_  
(Printed Name of County in which Project is Located)

I \_\_\_\_\_ of the City of \_\_\_\_\_ in  
(Printed name of Individual attesting) (Printed Name of city in which you reside)

the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
(Printed Name of County in which you reside) (Printed Name of State in which you reside)

of full age, being Duly sworn according to the law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Printed Title) (Printed Name of Company)

of \_\_\_\_\_

\_\_\_\_\_  
(Printed Address of Company, Including State and Zip code)

the bidder making a Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner,

HARRISBURG AREA COMMUNITY COLLEGE

relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an Agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Printed name of Bidder/Organization).

Commonwealth of Pennsylvania

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Bidder/Organization

\_\_\_\_\_  
Signature of Notary

Notary Seal

**SECTION 00500 – STANDARD FORM OF AGREEMENT – AIA DOCUMENT A132-2009**

The attached AIA Document A132-2009 shall be the contract format for the project.

**END OF SECTION 00500**

# AIA<sup>®</sup> Document A132<sup>™</sup> – 2009

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

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)

Harrisburg Area Community College  
One HACC Drive  
Harrisburg, PA 17110

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

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

Sample

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

Eastern PCM, LLC  
645 N. 12<sup>th</sup> Street, Suite 200  
Lemoyne, PA 17043  
Phone: (717) 233-3816

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

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## 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 Modifications, 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.)*

Fixed in a Notice to Proceed

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

#### § 3.1.1 WAIVER OF RIGHT TO FILE MECHANICS' LIEN

Prior to commencing work on the Project, the Contractor will execute a Waiver of Right to File Mechanics Lien (Waiver). This Waiver will be filed in the Prothonotary's Office in the county in which the work will be performed. No work is permitted to commence until this document has been properly filed.

The Contractor will cooperate with the Owner to cause this Waiver to be filed expeditiously.

A copy of the Waiver is attached as Exhibit 'A'.

In addition, the Contractor shall also require in its subcontracts with Subcontractors, including material suppliers, similar waiver of lien language as follows: "In consideration of the performance and payment bond Contractor is

Init.

obtaining for the Project, Subcontractor hereby agrees to waive any and all rights to file any, and shall file no, mechanic's or materialman's lien or maintain any claim against the Project site or the appurtenances and improvements thereon for or on account of any work done, labor performed or materials furnished under this Subcontract." Contractor shall provide copies of such subcontracts or waivers to Owner. Contractor shall further require its Subcontractors, including material suppliers, to require its sub-subcontractors, laborers and materialmen to waive their rights to file mechanic's liens against the Project or the Project site in writing using same language as set forth above. Copies of sub-subcontracts or waivers shall also be provided to Owner.

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

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

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

*(Table deleted)*

, 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 one of the following:

*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*

#### § 4.2 Stipulated Sum

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

§ 4.2.2 The Stipulated Sum is based on 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.)*

§ 4.2.3 Unit prices, if any:

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

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

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price – NOT APPLICABLE

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price – NOT APPLICABLE

(Table deleted)

(Paragraphs deleted)

§ 4.4.7 Guaranteed Maximum Price – NOT APPLICABLE

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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 an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25<sup>th</sup>) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30<sup>th</sup>) day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

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

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

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

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

§ 5.1.4.3 Subject to the 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 total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .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

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advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10%);

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 one hundred percent (100%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete or unacceptable Work (Punch List) and unsettled claims. At a minimum, the value for incomplete and/or unacceptable work will be one hundred fifty percent (150%) of the value of the Punch List.
- .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 the General Conditions.

§ 5.1.4.5 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 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.4.6 **RELEASE OF LIENS AND CLAIMS** All payment applications shall be accompanied by a Release of Liens and Claims form, properly completed and notarized by Contractor, Subcontractors and Sub-Subcontractors, including material suppliers for the Project. Payment Applications will not be processed without a properly completed Release of Liens and Claims form. A copy of the referenced form is attached to this Contract as Exhibit 'B'. Contractor shall provide Owner with a list of all Subcontractors, Sub-Subcontractors and material suppliers for the Project.

§ 5.1.5 **Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price – NOT APPLICABLE**

*(Paragraphs deleted)*

§ 5.1.6 **Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price – NOT APPLICABLE**

*(Paragraphs deleted)*

## § 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 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project 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 A232-2009, 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 A232–2009, 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 A232–2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1 Where the Contract Sum is a Stipulated Sum**

**§ 7.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

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

**§ 7.2.1** Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

**§ 7.2.2** The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor’s Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

**§ 7.2.3** If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

**§ 7.2.4** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 7.2.5** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term ‘profit’ shall be understood to mean the Contractor’s Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 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.)*

At the Prime Rate (as published by the Wall Street Journal) not to exceed 5% per annum

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

NAME  
TITLE  
Harrisburg Area Community College  
One HACC Drive  
Harrisburg, PA 17110

§ 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:

§ 8.6.1 The Contractor acknowledges that certain of the Owner's valuable, confidential and proprietary information may come into the Contractor's possession. Accordingly, the Contractor agrees to hold all information that the Contractor obtains from or about the Owner in strictest of confidence, not to use such information other than for the performance of the services hereunder, and to cause any of its employees or consultants to whom such information is transmitted to be bound to the same obligation of confidentiality to which the Contractor is bound. The Contractor shall not communicate the Owner's information in any form to any third party without the Owner's written consent.

§ 8.6.2 Whenever provision is made herein or in the Contract Documents for the approval or consent of the Owner, or that any matter be to the Owner's satisfaction, unless specifically stated to the contrary, such approval or consent shall be made to the Owner in its sole discretion and determination.

§ 8.6.3 All services to be performed by the Contractor shall be provided under the direction of persons duly qualified in the jurisdiction in which the Project is located. Contractor shall furnish only skilled and properly qualified and trained staff for the performance of the Work. The Contractor shall be responsible for the quality, timely completion, and coordination of all Work, and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Work and other services.

§ 8.6.4 The Owner's approval of any portion of the Work furnished hereunder shall not in any way relieve the Contractor of responsibility for the accuracy of the Work. The Owner's approval or acceptance of, or payment for, any of the Contractor's services shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

§ 8.6.5 The Contractor warrants and represents that it is and will remain during the full term of the Project a duly licensed General Contractor under applicable laws and regulations of the state in which the Project is located and is authorized to do business in the state in which the Project is located.

§ 8.6.6 Throughout the Project, the Contractor shall comply with applicable governmental statutes, laws, codes, ordinances, regulations, standards and practices of all regulatory authorities having jurisdiction or rights of approval

affecting the Project and, in accordance with the professional standards described above in this Contract, adhere thereto in the performance of the Contractor's services under this Contract.

§ 8.6.7 The Contractor is an independent contractor. The Contractor shall have no right to incur indebtedness nor to enter any contract on behalf of the Owner. Notwithstanding the foregoing, this Contract establishes a fiduciary relationship between Contractor and Owner. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with this Work called for hereunder.

§ 8.6.8 The Contractor hereby represents, promises, and warrants to the Owner that the Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that the Contractor has visited the site for the Project and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed; and that the Contractor shall correlate its observations of same with all of the requirements of this Contract and of the Construction Documents.

§ 8.6.9 The Contractor's execution of this Contract and performance thereof is within the Contractor's duly authorized powers.

§ 8.6.10 The Contractor shall be responsible, at its sole cost and expense, for managing or resolving all labor disputes and/or work stoppages so as to minimize to the extent feasible the impact of any such labor dispute and/or work stoppage on the Owner's operations, facilities or personnel, provided that such labor disputes and/or work stoppages could have been avoided through intervention by the Contractor. The Contractor's responsibilities shall include, but not be limited to, taking all legal action necessary to minimize or if possible, eliminate the impact of any labor dispute and/or work stoppage.

§ 8.6.11 The provisions of this Agreement are severable. If any of the provisions or obligations of this Agreement are found to be null, void, or unenforceable for any reason, the remaining provisions retain full force and effect.

§ 8.6.12 Change Orders - in addition to Paragraph 7.2. of the AIA A232-2009 General Conditions, the Contractor shall provide the following for each change order proposal:

- .1 The allowance for overhead and profit included, in the total cost to the Owner, shall be limited to a maximum of 10%:
- .2 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7 of the AIA A232-2009 General Conditions.
- .3 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 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 involving over \$500 be approved without such itemization.

## 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 A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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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 are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 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.)*

Exhibit 'A' – Waiver of Right to File Mechanics' Lien  
 Exhibit 'B' – Release of Liens and Claims

**ARTICLE 10 INSURANCE AND BONDS**

§ 10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.  
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability (CGL) Insurance with coverage for Bodily Injury and Property Damage Liability on an occurrence basis including Personal/Advertising Injury:	

**Minimum amounts for Commercial General Liability shall be as follows:**

Each occurrence	\$1,000,000
-----------------	-------------

General Aggregate per Project	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Complete Operations and Products insurance shall be maintained for a minimum period of at least two (2) years after either 90 days following Substantial Completion or final payment, whichever is earlier.

The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 11.1 of AIA Document A232-2009, General Conditions of the Contract for Construction, as amended by the parties.

Worker's Compensation and Employer's Liability Insurance

- (a) State: Statutory
- (b) Applicable Federal (i.e. Longshoremen(s)): Statutory
- (c) Employer's Liability - minimum amounts:
  - a. Each Person \$100,000
  - b. Each Accident \$500,000
  - c. Disease for Employee \$100,000

Automobile Liability (for all vehicles and similar equipment whether owned or non-owned including leased, rented or hired vehicles) for bodily injury and property damage:

- a. Bodily Injury-Property Damage, Combined Single Limit - \$1,000,000 Each Accident

Umbrella Liability

- \$2,000,000 Each Occurrence
- \$2,000,000 General Aggregate

**§10.2** Contractor shall maintain current all relative Certificates of Insurance for said policies and shall provide copies thereof to Owner upon execution of this Agreement.

**§10.3** The Owner shall be named as an additional insured on all policies, except for the Worker's Compensation policy.

**§10.4** Contractor shall obtain Performance and Payment Bonds in the amount of 100% of the Contract Sum and as further set forth in Section 11.4 of the AIA Document A232-2009 General Conditions.

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
(Row deleted)

**SECTION 00615 – PERFORMANCE AND PAYMENT BONDS**

The attached form AIA 312 shall be submitted for all contracts having a value of fifty thousand dollars (\$50,000.00) or greater.

**END OF SECTION 00615**



 **AIA**® Document A312™ – 2010

**Performance Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*

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

**OWNER:**  
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

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

**BOND**

Date:  
*(Not earlier than Construction Contract Date)*

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

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

**SURETY**  
Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

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

**ADDITIONS AND DELETIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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User Notes:

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Init.

 **AIA**® Document A312™ – 2010

**Payment Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*

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

**OWNER:**  
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

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

**BOND**

Date:  
*(Not earlier than Construction Contract Date)*

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

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

**SURETY**  
Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

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

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Init.

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

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

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

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

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

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

#### § 16 Definitions

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

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

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

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

Init.

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

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

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

§ 18 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Init.

**SECTION 00620 - CERTIFICATE OF INSURANCE**

The attached Certificate of Insurance (Acord Certificate of Insurance, AIA Document G715) shall be completed and submitted according to the provisions of Section 00800 - Supplemental General Conditions, Article 11, paragraph 11.1.3.1:

The following information shall be indicated on the Certificate:

**Project Name:** Millennium Drive Repaving & Campus Walkpath Extension

**Project Location:** 1641 Old Philadelphia Pike  
Lancaster, PA 17602

**County:** Lancaster

**Certificate Holder** Harrisburg Area Community College

**Additional Insured:** Harrisburg Area Community College  
Eastern PCM, LLC  
ELA Group, Inc.

Certificates not bearing the required information will be discarded and no credit given to the Contractor for having submitted such.

**END OF SECTION 00620**





# AIA<sup>®</sup> Document G715<sup>™</sup> – 1991

## Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address):

Sample

INSURED \_\_\_\_\_

**A. General Liability**

- |  | Yes                      | No                       | N/A                      |
|--|--------------------------|--------------------------|--------------------------|
| 1. Does the General Aggregate apply to this Project only?      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy include coverage for:                      |                          |                          |                          |
| a. Premises - Operations?                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Explosion, Collapse and Underground Hazards?                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Personal Injury Coverage?                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Products Coverage?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Completed Operations?                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Contractual Coverage for the Insured's obligations in A201? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If coverage is written on a claims-made basis, what is the: |                          |                          |                          |
| a. Retroactive Date?   |                          |                          |                          |
| b. Extended Reporting Date?                                    |                          |                          |                          |

**B. Worker's Compensation**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

**C. Final Payment Information**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**D. Termination Provisions**

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

**E. Other Provisions**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date of Issue



**SECTION 00700**

**GENERAL CONDITIONS OF THE CONTRACT – AIA DOCUMENT A232-2009**

The attached AIA Document A232-2009 shall be the contract format for the project.

**END OF SECTION 00700**

# AIA<sup>®</sup> Document A232<sup>™</sup> – 2009

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

**for the following PROJECT:**

*(Name, and location or address)*

**THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

**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 document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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).

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priority:

Highest Priority: Change Order and/or Construction Change Directive with later date having greater priority;

Second Priority: Owner/Contractor Agreement;

Third Priority: Addenda and/or Bulletins with later date having greater priority;

Fourth Priority: Modifications to General Conditions;

Fifth Priority: General Conditions of the Contract for Construction; and

Sixth Priority: Drawings and Specifications

**§ 1.1.2 The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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. Contractor shall perform the Work in strict compliance with applicable industry standard.

**§ 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 other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

**§ 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.

§ 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.

§ 1.2.5 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions, unless otherwise indicated in the Contract Documents.

§ 1.2.6 Where the work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the work with such conditions or work, unless otherwise specified.

## § 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, 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

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otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

## § 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 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.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

## § 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 Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor

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are both subject to prior approval of the Architect, after consultation with the Construction Manager. 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 plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 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 Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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.

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### § 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 instruction 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, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. 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 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 the Project 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.

§ 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, in consultation with the Construction Manager, 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.

§ 3.4.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence, which in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

§ 3.4.4 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect and Owner in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

§ 3.4.5 In requesting approval of deviations or substitutions, the Contractor shall provide in writing detailed information about the proposed substitute, as well as, its availability, cost and supplier, and any previous work done using the proposed substitute. Contractor shall reimburse Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute. The Architect and Owner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. In order to permit coordinated design of color and finishes, the Contractor shall, if required by the



Architect or Owner, furnish the substituted material in color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner. The Architect or Owner may reject such substitution or deviation without further investigation and in their absolute discretion.

### § 3.5 Warranty

*(Paragraph deleted)*

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, 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 with 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 Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.3 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Final Completion, the Operation Project Manual, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

### § 3.6 Taxes

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

### § 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action 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.

### § 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 and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager 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, Construction Manager 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.

§ 3.9.4 The Contractor shall coordinate and supervise the work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of the work and the storage of materials.

§ 3.9.5 The Contractor shall arrange for and attend job meetings with the Owner, the Construction Manager, the Architect and such other persons as the Owner, the Construction Manager, or the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, superintendent, or other authorized main office representative, as requested by the Owner or the Construction Manager. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence as requested. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

### § 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 and the Construction Manager's approval 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 schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

### § 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 documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 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 and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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

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Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples and similar submittals, the Architect, Owner, and the Construction Manager shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

§ 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 reviewed and 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 Construction Manager and 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 Construction Manager and 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 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

§ 3.13.1 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

### § 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's own forces or of other Multiple Prime 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's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor, Subcontractors, and Sub-Subcontractors. After equipment is no longer required for the Work, Contractor shall promptly remove it from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions.

§ 3.14.4 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project Site without the prior consent of the Owner, which shall be in Owner's absolute discretion.

§ 3.14.5 If applicable, Contractor will coordinate its Work so that disturbance to tenants or occupants of the Project site or the areas adjacent to the Project site and the public are kept to a minimum. The Contractor will secure the area in which the Work is occurring in such a manner as to maintain access to the tenant or occupant areas and parking areas at all times, and any deviation from this provision requires the prior written approval of Owner.

### § 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner, (and Owner's Landlord if applicable), Construction Manager and Architect access to the Work in preparation and progress wherever located and for inspection purposes.

### § 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, Construction Manager 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, Architect, or Construction Manager. 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 through the Construction Manager.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and its officers, directors, principals, consultants, agents, employees and assigns (hereafter collectively referred to as the "Owner") for, from and against all claims, actions, damages, judgments, liability, losses, attorneys' fees and

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expenses arising out of, or resulting from, (i) performance of the Work described in the Contract Documents between Contractor and Owner, provided that such claim, action, damage, judgment, liability, loss, fee or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused in whole, or, in part, by the negligent acts or omissions of the Contractor, its subcontractors or any person or entity directly or indirectly employed by them to perform any part of the work which the Contractor has agreed to perform for the Owner as set forth in the Contract Documents, regardless of whether or not such bodily injury, sickness, disease or death, or injury to or destruction of tangible property, is caused in part by the negligent act or omission of a party indemnified hereunder, (ii) violation of or failure to comply with any law, statute, ordinance, rule regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible (iii) means, methods, procedure, techniques or sequences of execution or performance of the Work, and (iv) failure to secure and pay for permits, fees, approvals, license and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor or any person or entity for whom either is responsible. The Contractor's obligation to indemnify, defend and hold harmless the Owner for, from and against any such claim, action, damage, judgment, liability, loss, fee and expense extends to all situations where the negligent acts of the Contractor, its subcontractors or any person or entity directly or indirectly employed by them to perform any part of the work which the Contractor has agreed to perform for the Owner as set forth in the Contract Documents, caused one or more percent of the claim, loss, damage, judgment or liability at issue. The Contractor's agreement to indemnify, defend and hold the Owner harmless from all claims, damages, losses, judgments, liability, fees and expenses arising from bodily injury, sickness, disease or death includes any and all claims involving the Contractor's own employees or the employee's of its subcontractors; thus, only for purpose of this agreement to indemnify the Owner, the Contractor expressly agrees to waive any and all rights, immunities and protections it may otherwise have under all applicable workers' compensation statutes. The Contractor shall indemnify and hold harmless the Owner from and against any costs and expenses (including reasonable attorney's fees) incurred by the Owner in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract. These indemnification provisions shall survive the termination or expiration of the Contract Documents and the Project.

§ 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 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 AND CONSTRUCTION MANAGER

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

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

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

### § 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent 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. 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 and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **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 Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. 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 other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

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§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and 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.

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

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The 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.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.



§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations 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 so rendered in good faith.

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with 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 other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and 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 Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

§ 5.2.5 The actual or form of each subcontract shall be submitted to the Owner for its approval, which shall not be unreasonably withheld or delayed. Each subcontract shall expressly provide for the contingent assignment referred to in Section 5.4.1.

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

### § 5.4 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 Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other 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 the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Intentionally Omitted.

### § 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and 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 own forces or other Multiple Prime Contractors' 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, including costs that are payable to a separate contractor or to other Multiple Prime Contractors 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 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, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

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

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime 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 Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

*(Paragraphs deleted)*

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

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

§ 7.2.2 Upon request of the Owner, the Construction Manager, or Architect, the Contractor shall submit to the Owner in such form as the Owner or Architect may require an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of

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work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Owner, the Construction Manager, or Architect. The Contractor shall promptly revise and resubmit such estimate if the Construction Manager or Architect determines that it is not in compliance with the requirement of this Article, or that it contains errors of fact or mathematical errors. If required by the Owner, the Construction Manager, or Architect, in order to establish the exact cost of new work added or previously required work omitted, the Contractor shall obtain and furnish to the Owner, the Construction Manager and Architect bona fide proposals from recognized suppliers for furnishing any materials included in such work. Such estimates shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work 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 Construction Manager and 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 Construction Manager 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 for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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 Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

#### § 7.4 Minor Changes in the Work

The Architect 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 issued through the Construction Manager 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.

§ 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, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, 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

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mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, 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.

§ 8.3.4 Intentionally Omitted

§ 8.3.5 Intentionally Omitted

## 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 Construction Manager, 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 Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

### § 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager 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 Construction Manager and 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.

**§9.3.4** Contractor hereby agrees to defend, indemnify and hold harmless Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, as a result of the failure of the Contractor, or its Subcontractors or Sub-subcontractors to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work where Owner has paid Contractor for such Work. The Contractor shall indemnify or reimburse the Owner for any and all sums, including reasonable attorney's fees and costs, which may be incurred as the result of such claims.

#### **§ 9.4 Certificates for Payment**

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

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

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

**§ 9.4.4** The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

**§ 9.4.6** The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and



inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

**§ 9.4.7** The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents, or
- .8 a lien or attachment is filed against the Project or the Project site.

**§ 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 or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Construction Manager and both 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 or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

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

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



§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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, Construction Manager 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

*(Paragraph deleted)*

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

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

#### § 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. 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 list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the

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requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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 and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

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

§ 9.9.3 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 completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with 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 Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or

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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.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### § 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;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.
- .5 any property of the Owner or Landlord (if applicable), whether or not forming a part of the Work, located at the site or adjacent thereto in areas to which the Contractor has access 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. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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, Construction Manager 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 a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed 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, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not 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.

#### § 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 which 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; and
- .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 submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect 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 shall be furnished by the Contractor with reasonable promptness. These certificates shall set forth evidence of all coverage required by 11.1.1 and 11.1.2. The form of certificate shall be AIA Document G705. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage. The coverage afforded under any insurance policy obtained under or pursuant to this Section 11.1 shall be primary to any valid and collectible insurance carried separately by Owner.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, 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.

§ 11.1.5 If Contractor fails to purchase and maintain, or required to be purchased and maintained any insurance required under this Section 11.1, the Owner may, but shall not be obligated to, upon five (5) days written notice to the contractor, purchase such insurance on behalf of such Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

## § 11.2 Owner's Liability Insurance

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

## § 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. 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 the Architect's, Contractor's, and Construction Manager'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. Notwithstanding the foregoing, if the cause of any loss payment under such insurance is the fault of the Contractor, then the Contractor shall pay such deductible.

§ 11.3.1.4 Property insurance for portions of the Work stored off site and in transit shall be procured and the cost borne by the Contractor, unless provided in the Contract Documents otherwise.

§ 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, Construction Manager, 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, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, 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 Construction Manager, 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 the Owner and Contractor may have to the proceeds of such insurance held by the Owner in good faith. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's 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 in good faith and made payable to the Owner in good faith 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 in good faith 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 in good faith. 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 in good faith 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 distribution of insurance proceeds in accordance with the direction of the arbitrators.

#### § 11.4 Performance Bond and Payment Bond

§ 11.4.1 the Contractor shall furnish a Performance Bond and Labor and Material Payment Bond in form and substance satisfactory to the Owner, in the Owner's sole judgment, and, without limitation, complying with the following specific requirements.

- .1 Bonds shall be executed by a responsible surety licensed in the state in which the Project is located, with a Best's rating of no less than A/XII and shall remain in effect for period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts whichever time period is longer.
- .2 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.
- .3 The Contractor shall required the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.
- .4 Every Bond under this Section 11.4.1 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:
  - (i) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Any addition, alteration, change, extension of time or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other shall not release the Surety of its obligations hereunder, and notice to the Surety of such matter is hereby waived.
  - (ii) The Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

The Contractor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to, or waiver, of (i) notice of changes in the Work; (ii) request for reduction or release of retention; (iii) request for final payment; and (iv) any other item required by the Surety. The Owner may, in the Owner's sole

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discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest privilege, and benefits under and pursuant to any bond issued in connection with the Work.

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 one of the other Contractors 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 Construction Manager or 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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 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 or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Written Notice

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

### § 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, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the

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Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and 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 such failure including those of repeated procedures and compensation for the Construction Manager's and 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 Construction Manager for transmittal to the Architect.

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

§ 13.5.6 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 the 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 the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

#### §13.8 LIMITATION OF LIABILITY

§13.8.1 No officer, director, partner, agent or employee of the Owner or Contractor (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

#### §13.9 GENERAL PROVISIONS

§13.9.1 Wherever possible, each provision of the Contract Documents shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provisions of the Contract Documents, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§13.9.2 Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. The captions in this Agreement are inserted for convenience of reference only; they form no part of this Agreement and shall not affect its interpretation. The use of the word "including" in any case in this Agreement shall be deemed to mean "including, without limitation".

§13.9.3 Each party hereby agrees to do all acts and things and to make, execute and deliver such written instruments, as shall be reasonably required from time to time to carry out the terms and provisions of the Contract Documents.

**§13.9.4** Any specific requirement in the Contract Documents that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities of a Subcontractor of any tier under the Contract Documents or applicable subcontract.

## **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 Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment after ten (10) days written notice of such failure to make payment provided that such failure is not due to a disputed amount;
- .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, Construction Manager 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, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 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;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 is adjudged a bankrupt, or makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency; or
- .6 persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials.

**§ 14.2.2** When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the 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 this Contract.

#### § 14.4 Termination by the Owner for Convenience

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

§ 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.

### 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 Construction Manager and Architect, if the Construction Manager and or 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 Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate 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 10.3.

**§ 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.

**§ 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

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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 and Construction Manager, if the Architect or Construction Manager 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.

§ 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.

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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



## **SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

The following supplement modifies or changes the General Conditions of the Contract - AIA Document A232-2009 Edition, Electronic Format. Where any portion of the General Conditions are addressed in these Supplementary Conditions, the unaltered provisions shall remain in effect as part of the Contract Requirements.

### **ARTICLE 1 GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

Add the following new Subparagraph 1.1.9 to Paragraph 1.1:

##### **1.1.9 MISCELLANEOUS DEFINITIONS**

**1.1.9.1** The term “product” as used throughout the Contract Documents includes materials, systems, and equipment.

**1.1.9.2** The term “furnish” as used throughout the Contract Documents means supply and deliver, ready to install.

**1.1.9.3** The term “install” as used throughout the Contract Documents means position for service or use.

**1.1.9.4** The term “provide” as used throughout the Contract Documents means furnish and install, ready for use.

**1.1.9.5** The term “Architect” may mean Professional Engineer, if such is identified in the Contract as the one responsible for administering the Contract. The abbreviation “A/E” in the Project Manual means Architect or Professional Engineer who is administering the Contract.

**1.1.9.6** The term “Public Agency” as used throughout the Contract Documents means:

- .1** the Commonwealth/State and its departments, boards, commissions, and agencies;
- .2** counties, cities, boroughs, townships, school districts, and any other governmental unit or district;
- .3** the State Public School Building Authority, the State Highway and Bridge Authority, and any other authority now in existence or hereafter created or organized by any county, city, borough, township, or school district, or combination thereof; and
- .4** any and all other public bodies, authorities, officers, agencies, or instrumentalities, whether exercising a governmental or proprietary function.

#### **1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Add the following new Subparagraphs to Paragraph 1.5:

##### **1.5.3 Contractor’s Use of Instruments of Service in Electronic Form**

1.5.3.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form as indicated in paragraph 1.5.3.1 below. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1, (Hard copy drawings), shall prevail in case of any inconsistency with subsequent versions made through mutable electronic means involving computers.

1.5.3.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the express and prior written consent of the Architect.

1.5.3.3 The Contractor shall keep secured at the site a minimum of one copy of the Contract, Addenda, Drawings, Project Manual, and Modifications.

#### **1.5.3.4 Instruments of Service in Electronic Form available to the Contractor**

1.5.4.1 Electronic format CAD drawing files on CD-ROM, or similar non-mutable medium of Floor Plans and Reflected Ceiling Plans are available for purchase by Contractor from the Architect, for building layout, and shop drawing layout backgrounds.. All drawings shall be in the electronic format used by the Architect at the time of purchase. The purchase price is dependant upon the size and complexity of the project.

## **ARTICLE 2 OWNER**

### **2.1 GENERAL**

Delete Subparagraph 2.1.2 in its entirety.

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

Delete Subparagraph 2.2.5 in its entirety and substitute new Subparagraph 2.2.5 as follows:

**2.2.5** The Contractors will be furnished, free of charge, copies of Contract Drawings and Project Manuals as follows:

- .1 General Contractor; (1) one disk of Drawings and Project Manual.
- .2 Mechanical, Plumbing and Electrical Contractors; (1), disk of Drawings and Project Manual; if multiple prime bid.
- .3 Additional sets can be furnished to Prime Contractors from the Construction Manager at the cost of reproduction, postage, and handling.

## **ARTICLE 3 CONTRACTOR**

### **3.1 GENERAL**

Add the following new Clauses to Subparagraph 3.1.1.

**3.1.1.1** The Project Manual phrase, "Contractor" in multiple prime construction work means each Contractor who has a contract with the Owner to perform Work.

**3.1.5** Contractor shall mobilize the site and commence work within ten (10) days of the date of the Notice to Proceed.

### **3.18 INDEMNIFICATION**

Add the following sentence at the end of Subparagraph 3.18.1:

Similarly, the Contractor shall indemnify and hold harmless the same parties and in the same manner from all fines, penalties, or other similar losses incurred as the result of the indemnifying parties' violation of any law, ordinance, rule or other regulation of any duly constituted public authority or body.

Add the following new Subparagraph 3.18.3:

**3.18.3** In claims against any person or entity indemnified under subparagraph 3.19.1, above, by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, these aforesaid and listed contractor entities for themselves and their successors and assigns hereby expressly waive any provision of the applicable state's workers compensation act whereby any of the aforesaid and listed contractor entities could preclude joinder as an additional or third party defendant or in any way avoid liability for damages, contribution, or indemnity in any action at law or otherwise by an indemnified party.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.2 CHANGE ORDERS**

Add the following new Subparagraph 7.2.3:

**7.2.3** Methods used in determining adjustments to the Contract Sum shall include those listed in Paragraph 7.3.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

Add the following new Subparagraphs 7.3.11 and 7.3.12 to Paragraph 7.3:

**7.3.11** In Subparagraph 7.3.6, the allowance for overhead and profit included in the total cost to the Owner, shall be based on the following schedule:

1. For the Contractor, for any Work performed by the Contractor's own forces, 10% of the cost.
2. For the Contractor, for any Work performed by their Subcontractor, 5% of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Contractor's own forces, 10% of the cost.
4. For each Subcontractor, for any Work performed by their Sub-subcontractor 5% of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

**7.3.12** Construction Change Directive Back-Up: In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, material, Subcontractor, or vendor invoices. Labor and materials shall be itemized in the manner prescribed above. Where items are Subcontracts, they shall be likewise itemized.

**ARTICLE 8 TIME**

**8.3 DELAYS AND EXTENSIONS OF TIME**

Add the following Subparagraphs:

**8.3.1.1** A time extension pursuant to Subparagraph 8.3.1 shall be the Contractor's sole and exclusive remedy for delays caused by the Owner or Architect, or an employee of either; 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 or arbitration; or by other causes which the Architect determines may justify delay.

**8.3.1.2** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3.3 of the Agreement, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) contractor shall pay Owner Two Thousand Five Hundred Dollars (\$2,500) for each Day that expires after the time specified in Paragraph 7 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Fifteen Hundred Dollars (\$1,500) for each Day that expires after the time specified in the agreement for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 11 INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

Add the following new Clause to Subparagraph 11.1.2:

**11.1.2.1** The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation:
  - (a) State: **Pennsylvania** Statutory
  - (b) Applicable Federal (e.g., Longshoremen, Harbor Work, Work at or outside U.S. Boundaries): Statutory
  - (c) Employer's Liability: Statutory
  - (d) Benefits Required by Union labor contracts: As applicable.
  
2. General Liability
 

(a) General Aggregate	\$2,000,000
(b) Products & Completed Operations Aggregate	\$2,000,000
(c) Personal & Advertising Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000

3.	Excess Liability	\$2,000,000
4.	Business Automobile Liability	\$1,000,000 Per Accident

Add the following new Clause 11.1.3.1 to Subparagraph 11.1.3:

**11.1.3.1** Furnish one copy of Certificate of Insurance herein required with each copy of the Agreement. Certificate shall specifically set forth evidence of all coverage required by 11.1.1 and 11.1.2. The form of the certificate shall be the Industry Standard, Accord Certificate of Insurance form with AIA Document G715, Supplemental attachment for Accord Certificate of Insurance Section 00620 executed and attached to the Agreement. Furnish the Owner with copies of any endorsements that are subsequently issued amending coverage or limits. Delete (“x” or strike out) cancellation “will endeavor to notify” statement at bottom of Certificate and type the following statement at the bottom of the certificate: The insurer shall notify the Owner in writing of any insurance revisions or the pending cancellation or expiration of any policy or policies listed 30 calendar days prior to the occurrence. The insurer’s notification shall be by certified mail and a return receipt shall be requested per U.S. Postal Service Regulations.

**11.1.4** The Contractor shall name as Additional Insured, on all insurance policies, the following:

1. Harrisburg Area Community College
2. Eastern PCM, LLC
3. ELA Group, Inc.

Add the following new Article 16:

## **ARTICLE 16 - LAWS, REGULATIONS, CODES, ACTS, etc.**

### **16.1 GOVERNING LAWS AND REGULATIONS**

**16.1.1** All applicable Federal and State Laws, Municipal Ordinances and Codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though printed herein in full.

### **16.2 FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (O.S.H.A)**

**16.2.1** Attention is directed to the terms, provision, and conditions of the William-Steiger Safety and Health Act of 1970, which is specifically applicable to this project. The Contractor agrees to be bound by them and further agrees and promises to conform and comply with the Standards set forth in the Act.

**16.2.2** The Contractor is required to promptly perform all reporting and recording, compliance, and safety as required by said Act.

### **16.3 SALES TAX STATUS UNDER ACT 45 FOR PUBLIC CONSTRUCTION PROJECTS**

**16.3.1** Select materials may qualify for tax exempt status under the statutes governing the imposition of Sales and Use Tax in the Commonwealth, including but not limited to Act 45 of

1998, effective July 1, 1998. It shall solely be the Contractor's responsibility to determine the extent to which tax exemptions created by Act 45 for the benefit of tax exempt entities such as the Owner and created by Act 45 in connection with the purchase of building machinery and equipment apply to the Contractor's Work. Owner shall have no obligation to produce a tax clearance certificate evidencing its tax exemption status.

**16.3.2** The Contractor shall consider fully the provisions of the statutes governing the imposition of Sales and Use Tax in the Commonwealth, shall pay all such taxes as may be due directly to the appropriate governmental authorities and shall be entitled to no adjustment in the Contract Price on account of any error or omission on the part of the Contractor in estimating the amount of Sales and Use Tax that may be due.

#### **16.4 DISCRIMINATION PROHIBITED**

**16.4.1** According to 62 Pa.C.S.A. § 3701, the Contractor agrees that:

In 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. No contractor or subcontractor or any person on his or her 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.

The contract may be cancelled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

**16.4.2 HUMAN RELATIONS ACT:** According The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

#### **16.5 PENNSYLVANIA PREVAILING WAGE RATES**

**16.5.1** This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 997, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

#### **16.6 PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS**

**16.6.1** In accordance with Act 3 of the 1979 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Contract, only those produced in the United States as defined in 73 Pa. Stat. Section 1996 shall be used or supplied in the performance of the Contract and in any subcontracts thereunder as mandated by 73 Pa. Stat. Section 1994.



**16.6.2** Steel products have been defined in 73 Pa. Stat. Section 1996 as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products and shall include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States.

**16.6.3** In accordance with Act 161 of 1992, cast iron products shall also be included and produced in the United States. Act 141 of 1994 further defines "steel products" to include machinery and equipment. The act also provided clarifications and penalties.

#### **16.7 NO DRUGS OR ALCOHOLIC BEVERAGES ON-SITE**

**16.7.1** Any person discovered on-site with/or under the influence of any illegal drugs or alcoholic beverages shall be told by the Contractor to leave the site, that person shall not return, and shall be prosecuted by law. Each Contractor shall be responsible to monitor and enforce this issue with his own employees and subcontractors

#### **16.8 NO WEAPONS ON-SITE**

**16.8.1** Any person discovered on-site possessing a weapon shall be required to leave the site immediately. That person shall not be permitted to return, and shall be prosecuted by law, as appropriate. Each Contractor shall be responsible to monitor and enforce this issue with his own employees and subcontractors.

**END OF SECTION 00800**

**SECTION 00820 – PREVAILING WAGE RATES**

The referenced project is subject to the Pennsylvania Department of Labor and Industry Prevailing Wage Rates.

The attached Prevailing Minimum Wage Rate Determination has been issued by **The Pennsylvania Department of Labor & Industry, Prevailing Wage Division, 1301 Labor and Industry Building, Harrisburg, PA 17120** for this project:

Project Name: Millennium Drive Repaving & Campus Walkpath Extension  
Solicitation Number: RFB15-16  
Project Location: Lancaster, PA  
County: Lancaster  
Awarding Authority/Agency: Harrisburg Area Community College  
These Rates are Applicable to:

The Prevailing Wage Rates are the most recent rates posted at the time of issue of the Project Manual. The Architect is not responsible for rate clarifications and/or rate distinctions. Prevailing Wage Rates are available through internet access. Contractors are encouraged to stay abreast of the most current rates before submitting bids.

Certified Payroll Statements are to be submitted to the Owner or its Agent in accordance with the Regulations for Pennsylvania Prevailing Wage Act, Subchapter E – Prevailing Regulations, Paragraph 9.110 Certification of Rate of Wage and Payment by Contractor or Subcontractor for submission of Certified Payroll.

Certified Payroll statements are to be submitted timely for each pay period. Failure to submit these documents may cause contractor payments to be delayed.

**END OF SECTION 00820**

## PREVAILING WAGES PROJECT RATES

**Project Name:** Millennium Drive Repaving & Campus Walkpath Extension

**Awarding Agency:** Harrisburg Area Community College

**Contract Award Date:** 3/4/2015

**Serial Number:** 14-06435

**Project Classification:** Highway

**Determination Date:** 12/1/2014

**Assigned Field Office:** Harrisburg

**Field Office Phone Number:** 717-787-4763

**Toll Free Phone Number:** 800-932-0665

### Lancaster County

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/28/2010		\$30.63	\$20.13	\$50.76
Asbestos & Insulation Workers	6/27/2011		\$33.88	\$18.88	\$52.76
Asbestos & Insulation Workers	7/2/2012		\$32.17	\$21.59	\$53.76
Asbestos & Insulation Workers	7/1/2013		\$32.17	\$22.59	\$54.76
Asbestos & Insulation Workers	6/30/2014		\$31.90	\$23.86	\$55.76
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2010		\$23.59	\$15.15	\$38.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2011		\$24.22	\$16.02	\$40.24
Boilermaker (Commercial, Institutional, and Minor Repair Work)	5/1/2012		\$24.84	\$16.90	\$41.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	4/1/2013		\$25.53	\$17.51	\$43.04
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2014		\$25.79	\$17.95	\$43.74
Boilermakers	1/1/2011		\$37.35	\$28.12	\$65.47
Boilermakers	1/1/2012		\$37.62	\$29.85	\$67.47
Boilermakers	1/1/2013		\$38.69	\$31.13	\$69.82
Boilermakers	4/1/2013		\$38.54	\$31.43	\$69.97
Boilermakers	1/1/2014		\$39.06	\$32.81	\$71.87
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2013		\$30.75	\$14.49	\$45.24
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2014		\$31.08	\$14.96	\$46.04

**PREVAILING WAGES PROJECT RATES**

<b>Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2015		\$31.71	\$15.18	\$46.89
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2016		\$32.26	\$15.53	\$47.79
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2008		\$23.31	\$11.02	\$34.33
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2009		\$24.56	\$11.52	\$36.08
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2010		\$25.71	\$12.02	\$37.73
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2011		\$26.86	\$12.52	\$39.38
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2012		\$26.88	\$13.25	\$40.13
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2013		\$27.18	\$13.80	\$40.98
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2014		\$27.57	\$14.37	\$41.94
Cement Finishers	5/1/2013		\$26.30	\$19.55	\$45.85
Cement Finishers	5/1/2014		\$26.60	\$20.15	\$46.75
Dockbuilder, Pile Drivers	1/1/2010		\$29.95	\$12.25	\$42.20
Dockbuilder, Pile Drivers	1/1/2011		\$30.35	\$13.10	\$43.45
Dockbuilder, Pile Drivers	1/1/2012		\$30.85	\$13.70	\$44.55
Dockbuilder, Pile Drivers	1/1/2013		\$31.45	\$14.20	\$45.65
Drywall Finisher	5/1/2013		\$23.30	\$11.04	\$34.34
Drywall Finisher	5/1/2014		\$23.30	\$11.14	\$34.44
Electric Lineman	6/3/2013		\$40.78	\$18.31	\$59.09
Electric Lineman	6/2/2014		\$42.68	\$19.35	\$62.03
Electric Lineman	6/1/2015		\$44.63	\$19.88	\$64.51
Electric Lineman	5/30/2016		\$46.16	\$20.29	\$66.45
Electricians	9/1/2013		\$33.62	\$18.57	\$52.19
Electricians	2/1/2014		\$33.37	\$18.81	\$52.18
Electricians	9/1/2014		\$33.87	\$19.58	\$53.45
Elevator Constructor	1/1/2009		\$37.33	\$21.20	\$58.53

**PREVAILING WAGES PROJECT RATES**

<b>Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Elevator Constructor	1/1/2010		\$38.84	\$22.82	\$61.66
Elevator Constructor	1/1/2011		\$40.33	\$24.44	\$64.77
Elevator Constructor	1/1/2012		\$41.84	\$26.06	\$67.90
Elevator Tender (Use Elevator Apprentice or Constructor)	1/1/2005		\$0.00	\$0.00	\$0.00
Glazier	5/1/2009		\$25.05	\$7.53	\$32.58
Glazier	5/1/2010		\$23.64	\$9.44	\$33.08
Glazier	5/1/2011		\$24.64	\$9.44	\$34.08
Glazier	5/1/2012		\$26.14	\$9.44	\$35.58
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2011		\$29.50	\$22.70	\$52.20
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2012		\$30.50	\$22.70	\$53.20
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2013		\$31.75	\$22.70	\$54.45
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2014		\$30.70	\$25.25	\$55.95
Laborers (Class 01 - See notes)	5/1/2009		\$19.29	\$8.28	\$27.57
Laborers (Class 01 - See notes)	5/1/2010		\$20.19	\$8.68	\$28.87
Laborers (Class 01 - See notes)	5/1/2011		\$20.19	\$9.18	\$29.37
Laborers (Class 01 - See notes)	5/1/2012		\$20.19	\$9.98	\$30.17
Laborers (Class 01 - See notes)	5/1/2013		\$20.44	\$10.43	\$30.87
Laborers (Class 01 - See notes)	5/1/2014		\$20.59	\$11.23	\$31.82
Laborers (Class 01 - See notes)	5/1/2015		\$20.74	\$12.03	\$32.77
Laborers (Class 01 - See notes)	5/1/2016		\$20.84	\$12.83	\$33.67
Laborers (Class 02 - See notes)	5/1/2009		\$21.29	\$8.28	\$29.57
Laborers (Class 02 - See notes)	5/1/2010		\$22.19	\$8.68	\$30.87
Laborers (Class 02 - See notes)	5/1/2011		\$22.19	\$9.18	\$31.37
Laborers (Class 02 - See notes)	5/1/2012		\$22.19	\$9.98	\$32.17
Laborers (Class 02 - See notes)	5/1/2013		\$22.44	\$10.43	\$32.87
Laborers (Class 02 - See notes)	5/1/2014		\$22.59	\$11.23	\$33.82
Laborers (Class 02 - See notes)	5/1/2015		\$22.74	\$12.03	\$34.77
Laborers (Class 02 - See notes)	5/1/2016		\$22.84	\$12.83	\$35.67
Laborers (Class 03 - See notes)	5/1/2014		\$22.87	\$11.41	\$34.28
Laborers (Class 03 - See notes)	5/1/2015		\$23.02	\$12.21	\$35.23

**PREVAILING WAGES PROJECT RATES**

<b>Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 03 - See notes)	5/1/2016		\$23.22	\$13.01	\$36.23
Laborers (Class 04 - See notes)	5/1/2014		\$24.37	\$11.41	\$35.78
Laborers (Class 04 - See notes)	5/1/2015		\$24.52	\$12.21	\$36.73
Laborers (Class 04 - See notes)	5/1/2016		\$24.72	\$13.01	\$37.73
Laborers (Class 05 - See notes)	5/1/2014		\$24.87	\$11.41	\$36.28
Laborers (Class 05 - See notes)	5/1/2015		\$25.02	\$12.21	\$37.23
Laborers (Class 05 - See notes)	5/1/2016		\$25.22	\$13.01	\$38.23
Laborers (Class 06 - See notes)	5/1/2011		\$22.19	\$9.18	\$31.37
Laborers (Class 06 - See notes)	5/1/2012		\$22.19	\$9.98	\$32.17
Laborers (Class 06 - See notes)	5/1/2013		\$22.44	\$10.43	\$32.87
Laborers (Class 06 - See notes)	5/1/2014		\$22.59	\$11.23	\$33.82
Laborers (Class 06 - See notes)	5/1/2015		\$22.74	\$12.03	\$34.77
Laborers (Class 06 - See notes)	5/1/2016		\$22.84	\$12.83	\$35.67
Millwright	5/1/2010		\$28.91	\$13.99	\$42.90
Millwright	5/1/2011		\$30.27	\$14.63	\$44.90
Millwright	5/1/2012		\$31.14	\$15.26	\$46.40
Millwright	5/1/2013		\$32.16	\$15.74	\$47.90
Millwright	5/1/2014		\$33.17	\$16.33	\$49.50
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2009		\$29.42	\$16.89	\$46.31
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2010		\$30.76	\$17.85	\$48.61
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2011		\$32.06	\$18.85	\$50.91
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2012		\$32.06	\$20.25	\$52.31
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2013		\$32.06	\$21.65	\$53.71
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2014		\$32.70	\$22.41	\$55.11
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2009		\$31.67	\$17.55	\$49.22
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2010		\$33.01	\$18.51	\$51.52
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2011		\$34.31	\$19.51	\$53.82
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2012		\$34.31	\$20.91	\$55.22
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2013		\$34.31	\$22.31	\$56.62



**PREVAILING WAGES PROJECT RATES**

<b>Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2014		\$34.95	\$23.07	\$58.02
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2009		\$29.13	\$16.81	\$45.94
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2010		\$30.47	\$17.77	\$48.24
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2011		\$31.77	\$18.77	\$50.54
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2012		\$31.77	\$20.17	\$51.94
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2013		\$31.77	\$21.57	\$53.34
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2014		\$32.41	\$22.33	\$54.74
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2009		\$31.38	\$17.48	\$48.86
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2010		\$32.72	\$18.44	\$51.16
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2011		\$34.02	\$19.44	\$53.46
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2012		\$34.02	\$20.84	\$54.86
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2013		\$34.02	\$22.24	\$56.26
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2014		\$34.66	\$23.00	\$57.66
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2009		\$26.22	\$15.94	\$42.16
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2010		\$27.55	\$16.91	\$44.46
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2011		\$28.85	\$17.91	\$46.76
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2012		\$28.85	\$19.31	\$48.16
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2013		\$28.85	\$20.71	\$49.56
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2014		\$29.49	\$21.47	\$50.96
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2009		\$25.08	\$15.61	\$40.69
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2010		\$26.42	\$16.57	\$42.99
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2011		\$27.72	\$17.57	\$45.29
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2012		\$27.72	\$18.97	\$46.69
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2013		\$27.72	\$20.37	\$48.09
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2014		\$28.35	\$21.14	\$49.49
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2009		\$24.64	\$15.47	\$40.11

**PREVAILING WAGES PROJECT RATES**

<b>Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2010		\$25.97	\$16.44	\$42.41
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2011		\$27.27	\$17.44	\$44.71
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2012		\$27.27	\$18.84	\$46.11
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2013		\$27.27	\$20.24	\$47.51
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2014		\$27.90	\$21.01	\$48.91
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2009		\$23.76	\$15.21	\$38.97
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2010		\$25.09	\$16.18	\$41.27
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2011		\$26.39	\$17.18	\$43.57
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2012		\$26.39	\$18.58	\$44.97
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2013		\$26.39	\$19.98	\$46.37
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2014		\$27.02	\$20.75	\$47.77
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2009		\$35.30	\$19.38	\$54.68
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2010		\$36.91	\$20.43	\$57.34
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2011		\$38.47	\$21.53	\$60.00
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2012		\$38.47	\$23.16	\$61.63
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2013		\$38.47	\$24.79	\$63.26
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2014		\$39.24	\$25.69	\$64.93
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2009		\$34.96	\$19.27	\$54.23
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2010		\$36.56	\$20.33	\$56.89
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2011		\$38.12	\$21.43	\$59.55
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2012		\$38.12	\$23.06	\$61.18
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2013		\$38.12	\$24.69	\$62.81
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2014		\$38.89	\$25.59	\$64.48
Painters Class 1 (see notes)	5/1/2013		\$23.07	\$11.92	\$34.99
Painters Class 1 (see notes)	5/1/2014		\$23.47	\$12.42	\$35.89
Painters Class 2 (see notes)	5/1/2011		\$24.05	\$11.32	\$35.37
Painters Class 2 (see notes)	5/1/2012		\$24.95	\$11.12	\$36.07

**PREVAILING WAGES PROJECT RATES**

<b>Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Painters Class 2 (see notes)	5/1/2013		\$24.95	\$11.92	\$36.87
Painters Class 2 (see notes)	5/1/2014		\$24.95	\$12.82	\$37.77
Painters Class 3 (see notes)	5/1/2011		\$28.05	\$11.32	\$39.37
Painters Class 3 (see notes)	5/1/2012		\$29.95	\$11.12	\$41.07
Painters Class 3 (see notes)	5/1/2013		\$29.95	\$11.92	\$41.87
Painters Class 3 (see notes)	5/1/2014		\$30.35	\$12.42	\$42.77
Pile Driver Divers (Building, Heavy, Highway)	1/1/2007		\$40.40	\$10.77	\$51.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2010		\$44.39	\$12.25	\$56.64
Pile Driver Divers (Building, Heavy, Highway)	1/1/2011		\$45.53	\$13.00	\$58.53
Pile Driver Divers (Building, Heavy, Highway)	1/1/2012		\$46.28	\$13.60	\$59.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2013		\$47.18	\$14.10	\$61.28
Plasterers	5/1/2013		\$23.03	\$19.08	\$42.11
Plasterers	5/1/2014		\$23.48	\$19.53	\$43.01
Plumbers and Steamfitters	5/1/2013		\$33.22	\$21.56	\$54.78
Plumbers and Steamfitters	5/1/2014		\$33.97	\$22.16	\$56.13
Roofers (Composition)	5/1/2013		\$31.05	\$28.40	\$59.45
Roofers (Composition)	5/1/2014		\$32.15	\$28.65	\$60.80
Roofers (Shingle, Slate, Tile)	5/1/2012		\$24.00	\$16.37	\$40.37
Roofers (Shingle, Slate, Tile)	5/1/2014		\$24.50	\$17.37	\$41.87
Sheet Metal Workers	6/1/2013		\$31.58	\$30.45	\$62.03
Sheet Metal Workers	1/6/2014		\$31.58	\$30.95	\$62.53
Sheet Metal Workers	6/1/2014		\$32.55	\$30.98	\$63.53
Sign Makers and Hangars	7/1/2009		\$24.17	\$15.99	\$40.16
Sign Makers and Hangars	5/21/2010		\$24.33	\$16.37	\$40.70
Sprinklerfitters	1/1/2010		\$33.85	\$17.60	\$51.45
Sprinklerfitters	1/1/2011		\$33.35	\$18.45	\$51.80
Sprinklerfitters	4/1/2011		\$34.18	\$18.45	\$52.63
Sprinklerfitters	1/1/2012		\$34.18	\$18.60	\$52.78
Sprinklerfitters	4/1/2012		\$35.21	\$18.65	\$53.86
Sprinklerfitters	1/1/2013		\$35.21	\$18.80	\$54.01

**PREVAILING WAGES PROJECT RATES**

<b>Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Sprinklerfitters	4/1/2013		\$33.03	\$20.12	\$53.15
Sprinklerfitters	7/1/2013		\$33.69	\$20.12	\$53.81
Sprinklerfitters	4/1/2014		\$34.36	\$20.47	\$54.83
Sprinklerfitters	4/1/2015		\$35.05	\$20.62	\$55.67
Terrazzo Finisher	5/1/2013		\$29.13	\$14.58	\$43.71
Terrazzo Finisher	5/1/2014		\$29.47	\$14.99	\$44.46
Terrazzo Setter	5/1/2013		\$28.39	\$17.54	\$45.93
Terrazzo Setter	5/1/2014		\$28.67	\$18.01	\$46.68
Tile & Marble Finisher	5/1/2013		\$24.62	\$12.73	\$37.35
Tile & Marble Finisher	5/1/2014		\$24.91	\$13.14	\$38.05
Tile & Marble Finisher	5/1/2015		\$25.55	\$13.30	\$38.85
Tile & Marble Finisher	5/1/2016		\$26.19	\$13.56	\$39.75
Tile & Marble Layer	5/1/2013		\$27.28	\$14.21	\$41.49
Tile & Marble Layer	5/1/2014		\$27.51	\$14.68	\$42.19
Tile & Marble Layer	5/1/2015		\$28.09	\$14.90	\$42.99
Tile & Marble Layer	5/1/2016		\$28.64	\$15.25	\$43.89
Truckdriver class 1(see notes)	5/1/2010		\$29.58	\$0.00	\$29.58
Truckdriver class 1(see notes)	5/1/2011		\$30.73	\$0.00	\$30.73
Truckdriver class 1(see notes)	5/1/2012		\$30.98	\$0.00	\$30.98
Truckdriver class 2 (see notes)	5/1/2010		\$29.65	\$0.00	\$29.65
Truckdriver class 2 (see notes)	5/1/2011		\$30.80	\$0.00	\$30.80
Truckdriver class 2 (see notes)	5/1/2012		\$31.05	\$0.00	\$31.05
Truckdriver class 3 (see notes)	5/1/2010		\$30.14	\$0.00	\$30.14
Truckdriver class 3 (see notes)	5/1/2011		\$31.29	\$0.00	\$31.29
Truckdriver class 3 (see notes)	5/1/2012		\$31.54	\$0.00	\$31.54

**PREVAILING WAGES PROJECT RATES**

<b>Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenters	5/1/2009		\$25.30	\$9.86	\$35.16
Carpenters	5/1/2010		\$25.98	\$10.83	\$36.81
Carpenters	5/1/2011		\$27.03	\$11.43	\$38.46
Carpenters	5/1/2012		\$27.18	\$12.38	\$39.56
Carpenters	5/1/2013		\$27.92	\$12.84	\$40.76
Carpenters	5/1/2014		\$28.72	\$13.24	\$41.96
Laborers (Class 01 - See notes)	5/1/2013		\$18.16	\$14.04	\$32.20
Laborers (Class 01 - See notes)	5/1/2014		\$18.66	\$14.69	\$33.35
Laborers (Class 01 - See notes)	5/1/2015		\$19.21	\$15.34	\$34.55
Laborers (Class 02 - See notes)	5/1/2009		\$22.84	\$11.03	\$33.87
Laborers (Class 02 - See notes)	5/1/2010		\$23.39	\$11.88	\$35.27
Laborers (Class 02 - See notes)	5/1/2011		\$23.94	\$12.78	\$36.72
Laborers (Class 02 - See notes)	5/1/2012		\$24.33	\$13.39	\$37.72
Laborers (Class 02 - See notes)	5/1/2013		\$24.78	\$14.04	\$38.82
Laborers (Class 02 - See notes)	5/1/2014		\$25.28	\$14.69	\$39.97
Laborers (Class 02 - See notes)	5/1/2015		\$25.83	\$15.34	\$41.17
Laborers (Class 03 - See notes)	5/1/2009		\$19.83	\$11.03	\$30.86
Laborers (Class 03 - See notes)	5/1/2010		\$20.38	\$11.88	\$32.26
Laborers (Class 03 - See notes)	5/1/2011		\$20.93	\$12.78	\$33.71
Laborers (Class 03 - See notes)	5/1/2012		\$21.32	\$13.39	\$34.71
Laborers (Class 03 - See notes)	5/1/2013		\$21.77	\$14.04	\$35.81
Laborers (Class 03 - See notes)	5/1/2014		\$22.27	\$14.69	\$36.96
Laborers (Class 03 - See notes)	5/1/2015		\$22.82	\$15.34	\$38.16
Laborers (Class 04 - See notes)	5/1/2009		\$20.18	\$11.03	\$31.21
Laborers (Class 04 - See notes)	5/1/2010		\$20.73	\$11.88	\$32.61
Laborers (Class 04 - See notes)	5/1/2011		\$21.28	\$12.78	\$34.06
Laborers (Class 04 - See notes)	5/1/2012		\$21.67	\$13.39	\$35.06
Laborers (Class 04 - See notes)	5/1/2013		\$22.12	\$14.04	\$36.16
Laborers (Class 04 - See notes)	5/1/2014		\$22.62	\$14.69	\$37.31
Laborers (Class 04 - See notes)	5/1/2015		\$23.17	\$15.34	\$38.51
Laborers (Class 05 - See notes)	5/1/2009		\$20.85	\$11.03	\$31.88

**PREVAILING WAGES PROJECT RATES**

<b>Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 05 - See notes)	5/1/2010		\$21.40	\$11.88	\$33.28
Laborers (Class 05 - See notes)	5/1/2011		\$21.95	\$12.78	\$34.73
Laborers (Class 05 - See notes)	5/1/2012		\$22.34	\$13.39	\$35.73
Laborers (Class 05 - See notes)	5/1/2013		\$22.79	\$14.04	\$36.83
Laborers (Class 05 - See notes)	5/1/2014		\$23.29	\$14.69	\$37.98
Laborers (Class 05 - See notes)	5/1/2015		\$23.84	\$15.34	\$39.18
Laborers (Class 06 - See notes)	5/1/2009		\$20.27	\$11.03	\$31.30
Laborers (Class 06 - See notes)	5/1/2010		\$20.82	\$11.88	\$32.70
Laborers (Class 06 - See notes)	5/1/2011		\$21.37	\$12.78	\$34.15
Laborers (Class 06 - See notes)	5/1/2012		\$21.76	\$13.39	\$35.15
Laborers (Class 06 - See notes)	5/1/2013		\$22.21	\$14.04	\$36.25
Laborers (Class 06 - See notes)	5/1/2014		\$22.71	\$14.69	\$37.40
Laborers (Class 06 - See notes)	5/1/2015		\$23.26	\$15.34	\$38.60
Laborers (Class 07 - See notes)	5/1/2009		\$20.56	\$11.03	\$31.59
Laborers (Class 07 - See notes)	5/1/2010		\$21.11	\$11.88	\$32.99
Laborers (Class 07 - See notes)	5/1/2011		\$21.66	\$12.78	\$34.44
Laborers (Class 07 - See notes)	5/1/2012		\$22.05	\$13.39	\$35.44
Laborers (Class 07 - See notes)	5/1/2013		\$22.50	\$14.04	\$36.54
Laborers (Class 07 - See notes)	5/1/2014		\$23.00	\$14.69	\$37.69
Laborers (Class 07 - See notes)	5/1/2015		\$23.55	\$15.34	\$38.89
Laborers (Class 08 - See notes)	5/1/2009		\$21.04	\$11.03	\$32.07
Laborers (Class 08 - See notes)	5/1/2010		\$21.59	\$11.88	\$33.47
Laborers (Class 08 - See notes)	5/1/2011		\$22.14	\$12.78	\$34.92
Laborers (Class 08 - See notes)	5/1/2012		\$22.53	\$13.39	\$35.92
Laborers (Class 08 - See notes)	5/1/2013		\$22.98	\$14.04	\$37.02
Laborers (Class 08 - See notes)	5/1/2014		\$23.48	\$14.69	\$38.17
Laborers (Class 08 - See notes)	5/1/2015		\$24.03	\$15.34	\$39.37
Operators (Highway, Class 01 - See Notes)	5/1/2009		\$27.45	\$16.30	\$43.75
Operators (Highway, Class 01 - See Notes)	5/1/2010		\$28.79	\$17.26	\$46.05
Operators (Highway, Class 01 - See Notes)	5/1/2011		\$30.09	\$18.26	\$48.35



**PREVAILING WAGES PROJECT RATES**

<b>Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Highway, Class 01 - See Notes)	5/1/2012		\$30.09	\$19.51	\$49.60
Operators (Highway, Class 01 - See Notes)	5/1/2013		\$30.09	\$20.76	\$50.85
Operators (Highway, Class 01 - See Notes)	5/1/2014		\$30.38	\$21.72	\$52.10
Operators (Highway, Class 01a - See Notes)	5/1/2009		\$29.70	\$16.98	\$46.68
Operators (Highway, Class 01a - See Notes)	5/1/2010		\$31.04	\$17.94	\$48.98
Operators (Highway, Class 01a - See Notes)	5/1/2011		\$32.34	\$18.94	\$51.28
Operators (Highway, Class 01a - See Notes)	5/1/2012		\$32.34	\$20.19	\$52.53
Operators (Highway, Class 01a - See Notes)	5/1/2013		\$32.34	\$21.44	\$53.78
Operators (Highway, Class 01a - See Notes)	5/1/2014		\$32.63	\$22.40	\$55.03
Operators (Highway, Class 02 - See Notes)	5/1/2009		\$26.27	\$15.96	\$42.23
Operators (Highway, Class 02 - See Notes)	5/1/2010		\$27.61	\$16.92	\$44.53
Operators (Highway, Class 02 - See Notes)	5/1/2011		\$28.91	\$17.92	\$46.83
Operators (Highway, Class 02 - See Notes)	5/1/2012		\$28.91	\$19.17	\$48.08
Operators (Highway, Class 02 - See Notes)	5/1/2013		\$28.91	\$20.42	\$49.33
Operators (Highway, Class 02 - See Notes)	5/1/2014		\$29.21	\$21.37	\$50.58
Operators (Highway, Class 03 - See Notes)	5/1/2009		\$25.58	\$15.75	\$41.33
Operators (Highway, Class 03 - See Notes)	5/1/2010		\$26.91	\$16.72	\$43.63
Operators (Highway, Class 03 - See Notes)	5/1/2011		\$28.21	\$17.72	\$45.93
Operators (Highway, Class 03 - See Notes)	5/1/2012		\$28.21	\$18.97	\$47.18
Operators (Highway, Class 03 - See Notes)	5/1/2013		\$28.21	\$20.22	\$48.43
Operators (Highway, Class 03 - See Notes)	5/1/2014		\$28.50	\$21.18	\$49.68
Operators (Highway, Class 04 - See Notes)	5/1/2009		\$25.13	\$15.62	\$40.75
Operators (Highway, Class 04 - See Notes)	5/1/2010		\$26.46	\$16.59	\$43.05
Operators (Highway, Class 04 - See Notes)	5/1/2011		\$27.76	\$17.59	\$45.35
Operators (Highway, Class 04 - See Notes)	5/1/2012		\$27.75	\$18.85	\$46.60
Operators (Highway, Class 04 - See Notes)	5/1/2013		\$27.75	\$20.10	\$47.85

**PREVAILING WAGES PROJECT RATES**

<b>Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Highway, Class 04 - See Notes)	5/1/2014		\$28.05	\$21.05	\$49.10
Operators (Highway, Class 05 - See Notes)	5/1/2009		\$24.62	\$15.47	\$40.09
Operators (Highway, Class 05 - See Notes)	5/1/2010		\$25.95	\$16.44	\$42.39
Operators (Highway, Class 05 - See Notes)	5/1/2011		\$27.25	\$17.44	\$44.69
Operators (Highway, Class 05 - See Notes)	5/1/2012		\$27.25	\$18.69	\$45.94
Operators (Highway, Class 05 - See Notes)	5/1/2013		\$27.25	\$19.94	\$47.19
Operators (Highway, Class 05 - See Notes)	5/1/2014		\$27.54	\$20.90	\$48.44
Operators (Highway, Class 06 - See Notes)	5/1/2009		\$27.69	\$16.36	\$44.05
Operators (Highway, Class 06 - See Notes)	5/1/2010		\$29.03	\$17.32	\$46.35
Operators (Highway, Class 06 - See Notes)	5/1/2011		\$30.33	\$18.32	\$48.65
Operators (Highway, Class 06 - See Notes)	5/1/2012		\$30.33	\$19.57	\$49.90
Operators (Highway, Class 06 - See Notes)	5/1/2013		\$30.33	\$20.82	\$51.15
Operators (Highway, Class 06 - See Notes)	5/1/2014		\$30.62	\$21.78	\$52.40
Operators (Highway, Class 06/A - See Notes)	5/1/2009		\$29.94	\$17.02	\$46.96
Operators (Highway, Class 06/A - See Notes)	5/1/2010		\$31.28	\$17.98	\$49.26
Operators (Highway, Class 06/A - See Notes)	5/1/2011		\$32.58	\$18.98	\$51.56
Operators (Highway, Class 06/A - See Notes)	5/1/2012		\$32.59	\$20.23	\$52.82
Operators (Highway, Class 06/A - See Notes)	5/1/2013		\$32.58	\$21.48	\$54.06
Operators (Highway, Class 06/A - See Notes)	5/1/2014		\$32.87	\$22.44	\$55.31
Operators (Highway, Class 07/A - See Notes)	5/1/2009		\$32.94	\$18.67	\$51.61
Operators (Highway, Class 07/A - See Notes)	2/1/2010		\$34.55	\$19.72	\$54.27
Operators (Highway, Class 07/A - See Notes)	5/1/2011		\$36.10	\$20.83	\$56.93
Operators (Highway, Class 07/A - See Notes)	5/1/2012		\$36.10	\$22.28	\$58.38
Operators (Highway, Class 07/A - See Notes)	5/1/2013		\$36.10	\$23.73	\$59.83
Operators (Highway, Class 07/A - See Notes)	5/1/2014		\$36.45	\$24.88	\$61.33
Operators (Highway, Class 07/B - See Notes)	5/1/2009		\$31.53	\$18.25	\$49.78

**PREVAILING WAGES PROJECT RATES**

<b>Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Highway, Class 07/B - See Notes)	5/1/2010		\$33.13	\$19.31	\$52.44
Operators (Highway, Class 07/B - See Notes)	5/1/2011		\$34.69	\$20.41	\$55.10
Operators (Highway, Class 07/B - See Notes)	5/1/2012		\$34.69	\$21.86	\$56.55
Operators (Highway, Class 07/B - See Notes)	5/1/2013		\$34.69	\$23.31	\$58.00
Operators (Highway, Class 07/B - See Notes)	5/1/2014		\$35.04	\$24.46	\$59.50
Piledrivers	5/1/2009		\$25.30	\$9.86	\$35.16
Piledrivers	5/1/2010		\$25.98	\$10.83	\$36.81
Piledrivers	5/1/2011		\$27.03	\$11.43	\$38.46
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2010		\$30.27	\$26.09	\$56.36
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2012		\$34.87	\$26.86	\$61.73
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2013		\$36.02	\$27.73	\$63.75
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2014		\$37.19	\$28.83	\$66.02
Truckdriver class 1(see notes)	5/1/2010		\$29.58	\$0.00	\$29.58
Truckdriver class 1(see notes)	5/1/2011		\$30.73	\$0.00	\$30.73
Truckdriver class 1(see notes)	5/1/2012		\$30.98	\$0.00	\$30.98
Truckdriver class 2 (see notes)	5/1/2010		\$29.65	\$0.00	\$29.65
Truckdriver class 2 (see notes)	5/1/2011		\$30.80	\$0.00	\$30.80
Truckdriver class 2 (see notes)	5/1/2012		\$31.05	\$0.00	\$31.05
Truckdriver class 3 (see notes)	5/1/2010		\$30.14	\$0.00	\$30.14
Truckdriver class 3 (see notes)	5/1/2011		\$31.29	\$0.00	\$31.29
Truckdriver class 3 (see notes)	5/1/2012		\$31.54	\$0.00	\$31.54

## PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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**Notes:**

If you can not find a classification under Heavy/Highway please refer to the Building classifications.

The Bureau of Labor Law Compliance updated its Pennsylvania Building Journeyman Laborer Notes to clarify existing tasks performed throughout the Commonwealth. The "Building Laborer Notes" link on the Bureau's website provides a list of those tasks that should be read in conformity with custom and usage of the construction industry in the geographic region in which they are utilized.

For further information on construction types review the ["Notes as Referenced in Predeterminations"](#) on the Labor and Industry Website. Go to [www.dli.state.pa.us](http://www.dli.state.pa.us), scroll down to the picture labeled "Labor Law Compliance" and click the picture. Then scroll down on the left menu and click on the "Prevailing Wage" link.

**SECTION 01125 - SUMMARY OF CONTRACT****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Sections include the following:
  - 1. Division 1 Section "Summary" for the Work covered by the Contract Documents, restrictions on use of the premises, Owner-occupancy requirements, and work restrictions.
  - 2. Division 1 Section "Project Management and Coordination" for general coordination requirements.
  - 3. Division 1 Section "Temporary Facilities and Controls" for specific requirements for temporary facilities and controls.

**1.3 DESCRIPTION OF CONTRACTS**

- A. The work will be performed under Single Prime Contract and consists of asphalt repaving of the access driveways. A new or recycled content subbase will be installed with new asphalt base and wearing course along the approximately one-half mile drive. Work includes milling, pavement excavation, subbase repairs, and repairs to storm water inlets. A portion of the driveway (approx. 500 lf) will receive topical repair for cracks and a seal coat only. In addition, a 1,000 ft (approx.) extension of the campus 6 foot wide asphalt walkpath will also be considered to be constructed, as an alternate.
- B. The General Conditions, Supplementary Conditions and Division 1 - General Requirements shall apply to all Prime and/or Subcontracts.
- C. The Contractor shall supervise their own Work, using their best skills and attention and shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of the Work.
- D. The Contractor shall provide all items of work listed under the Contract unless specifically noted as furnished or installed only.

- E. The Contractor shall maintain, coordinate, and update the Construction schedule as required. The Contractor shall be responsible for requiring major subcontractors to acknowledge by signature each update of the construction schedule. Major subcontractors include, but are not limited to, mechanical, electrical, plumbing, and fire protection contractors.
- F. The Contractor shall be responsible for securing all permits required by their work.
- G. The Contractor shall be responsible for any and all utility tap-in fees. Required for the work of their contract.
- H. The Contractor responsible for the installation of materials shall also be responsible for providing all testing services required for the work indicated in the technical specifications, Division 2 through 17.
- I. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than the installing Contractor, such Contractor shall give the Owner and their Representative timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
- J. Inspection, tests, or approvals by the Owner or their Representative shall not relieve the Contractor from their obligation to perform the work in accordance with the requirements of the Contract Documents.
- K. The Contractor shall be responsible to maintain all staging, storage and work areas in clean and orderly condition.
- L. The Contractor shall provide for all temporary enclosures of building openings as required to maintain the schedule of the project.
- M. Definitions:

Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

Coordinate: The term "coordinate" means "to cooperate with related contractors to furnish and install all connections between the work of separate contractors in correct sequence, size and location to create a complete system ready for intended use."

Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."



#### 1.4 COORDINATION

- A. Project Coordination shall be the responsibility of the Prime Contractor.

#### 1.5 PROJECT COORDINATOR – (NOT USED)

#### 1.6 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
- B. The following items are considered to be part of the contractor's responsibility. Each bidder should fully review the responsibilities of each contract to ensure a complete understanding of the limits and scopes of work for each.
1. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
  2. Coordinate their work with the work of other Prime Contractors.
  3. Provide all fees, Federal, State and Local taxes, special permits, inspections, etc. as required to perform the work of the Prime Contract unless this item is specifically identified as being provided by the Owner.
  4. Provide safety and protection of persons and property per OSHA, local and state requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Provide protection at floor and roof penetrations not shown on the drawings, but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the General Contractor and Owner's designated representative prior to the start of work.
  5. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the field office.
  6. Provide all stakes, templates and labor required in laying out their work and be responsible for proper execution of the work to the lines and grades shown on the drawings and as indicated by the Architect and / or Engineer.
  7. Verify existing conditions prior to start of work and be responsible for notifying Architect of any discrepancies found in field prior to starting work.
  8. Provide protection of existing structure, finishes and landscaping from damage resulting from the work of their contract. Repair any damage promptly to the satisfaction of the Owner.
  9. Clean construction vehicle wheels to keep paved surfaces free and clear of mud and debris.
  10. Provide Disposal of all hazardous materials in accordance with Federal, State, County and Local requirements. No hazardous materials shall be placed in the General Contractor's, Owner's or other parties waste containers or dumpster.

11. Provide all scaffolding, hoisting, shoring, barricades, ramps, etc., as necessary to perform the work of their contract.
12. Provide all dewatering required to perform the work of their contract.
13. Provide all utility trenching for work required by their contract. Note that the General Contractor is responsible for all utility work outside of 5'-0" from the face of the building.
14. Cutting and Patching: Provided by each contract for its own Work.
15. Through-penetration fire stopping for the Work of each contract shall be provided by each contract for its own Work.
16. Access panels required for the work of each contract shall be provided by each Contract for its own work.

C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 1 Section "Temporary Facilities and Controls," each contractor is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility.
2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
3. Its own field office, complete with necessary furniture, utilities, and telephone service.
4. Its own storage and fabrication sheds.
5. Temporary enclosures for its own construction activities.
6. General hoisting facilities for its own construction activities, up to 4 tons.
7. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
8. Progress cleaning of its own areas on a daily basis.
9. Secure lockup of its own tools, materials, and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

1.7 CONTRACTS (Not Used)

1.8 PRODUCTS (Not Used)

PART 2 - EXECUTION (Not Used)

**END OF SECTION 01125**

## **SECTION 01230 – ALTERNATES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

#### **1.2 SUMMARY**

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

#### **1.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Base Bid to incorporate the selected alternate in to the Work. No other adjustments are made to the Base Bid.

#### **1.4 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve work describe under each alternate.

### **PART 2 – PRODUCTS – Not Applicable**

## PART 3 – EXECUTION

### 3.1 SCHEDULE OF ALTERNATES

#### A. Alternate # 1 – Asphalt Walking Path Extension

Install an approximately 1000' asphalt walking path extension and all associated stormwater management facilities per plans dated 11/24/14 by ELA. Work will include installation, maintenance and removal of all Erosion and Sedimentation Controls.

**END OF SECTION 01230**

**SECTION 01250 – CONTRACT MODIFICATION PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

**1.3 MINOR CHANGES IN THE WORK**

- A. The Architect will issue supplemental instructions directing or authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

**1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: The Architect 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 the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 20 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.
- 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 the owner through the Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include 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.
  5. Comply with requirements in Division 1 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.
- D. Contractor proposals shall be evaluated for inclusion into a Change Order if the proposals:
1. Provide an adequately detailed breakdown of labor and material costs.
  2. Are related to the Schedule of Values cost-wise.
  3. If the labor and material costs proposed are comparable to documentable industry costs in the area of the Work.
  4. Include signed copies of subcontractor proposals as attachments.
  5. Include original factory or material distributor quotations for materials.
  6. Show overhead and profit as an all-inclusive multiplier (overhead and profit includes labor multiplier, bond increases, field and home office project management costs and any other industry standard costs associated with change order work).

## 1.5 CHANGE ORDER PROCEDURES

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

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714/CMA. 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 daily 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.



2. Inclusion of Construction Change Directive work into a change order shall be on the basis of the evaluation requirements specified herein.
3. The value of the Construction Change Directive or Change Order shall be based on the contractor's direct cost to perform the work plus an allowance for overhead & profit in accordance with the following schedule:
  - a. For the Contractor, for any Work performed by the Contractor's own forces, 10% of the cost.
  - b. For the Contractor, for any Work performed by their Subcontractor, 5% of the amount due the Subcontractor.
  - c. For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Contractor's own forces, 10% of the cost.
  - d. For each Subcontractor, for any Work performed by their Sub-subcontractor 5% of the amount due the Sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01250**

## SECTION 01290 – PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 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 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1 Section "Construction Progress Documentation" 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. Purpose: To provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
- B. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
- C. Scope:
  - 1. The Contractor shall prepare two separate but related schedules of value:
    - a. Schedule of Values - Labor and Material; generally a one-time submission.
    - b. Schedule of Values - Continuation Sheet (page two of AIA Application and Certificate of Payment, AIA Document G703) submitted with each monthly Pay Application.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid 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 Work progress date for each progress payment is the 25th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 25th of the month.
- C. Retainage: All Payment Applications, except for the Substantial Completion Application, shall provide for an amount to be retained by the Owner of ten percent (10%) of the amount applied for during the defined payment period.
- Retainage will be released in accordance with Paragraph 5.7.1 of the Contract Between Owner and the Contractor, AIA – A132-2009.
- D. Payment Application Forms: Use AIA Document G732-2009 and AIA Document G703 Continuation Sheets as form for Applications for Payment. Samples of these forms are included in this specification section for your use.
- E. The Release of Liens and Claims, included as an Exhibit to the Contract, must be completed, notarized, and submitted in duplicate with every Application for Payment for the project.
- F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The Construction Manager will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- G. Transmittal: Submit one signed and notarized Application for Payment to the Construction Manager. Electronic submission is acceptable.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Schedule of Values - Continuation Sheet.
  2. Schedule of Values- Labor and Materials.
  3. Copies of building permits.
  4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  5. Initial progress report.
  6. Certificates of insurance and insurance policies.
  7. Performance and payment bonds, if required.
  8. Data needed to acquire Owner's insurance.
  9. Initial settlement survey and damage report if required.

## 10. Approved Construction Schedule

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment to the Construction Manager showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment to the Construction Manager with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
- J. Final Payment Application: Submit final Application for Payment to the Construction Manager with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
  1. Evidence of completion of Project closeout requirements
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractors Affidavit of Payment of Debts and Claims"
  5. Release of Liens and Claims as attached to the Contract and previously submitted with applications for progress payments
  6. AIA Document G707, "Consent of Surety to Final Payment"
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final, liquidated damages settlement statement.
  10. Comprehensive Certified Payroll Reports – Refer to Section 00820 – Prevailing Wage Rates

Samples of forms G706, Release of Liens and Claims, and G707 are included in this specification section for your use.

- 1.6 Samples of the following forms are bound at the end of this section for your use:
  1. G732-2009 – Application and Certificate for Payment
  2. G703 – Continuation Sheet
  3. G706 – Contractor's Affidavit of Payment of Debts and Claims
  4. Release of Liens and Claims
  5. G707 – Consent of Surety to Final Payment
  6. G707A – Consent of Surety to Reduce Retainage

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01290**



# AIA Document G732™ – 2009

## Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:	PROJECT:	APPLICATION NO:	DISTRIBUTION TO:
			OWNER
FROM	VIA CONSTRUCTION	PERIOD TO:	CONSTRUCTION MANAGER
CONTRACTOR:	MANAGER:	CONTRACT DATE:	ARCHITECT
CONTRACT FOR: General Construction	VIA ARCHITECT:	PROJECT NOS: / /	CONTRACTOR
			FIELD
			OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .....	\$ 0.00
2. NET CHANGES IN THE WORK .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) ....	\$ 0.00
<b>5. RETAINAGE:</b>	
a. 0 % of Completed Work (Column D + E on G703)	\$ 0.00
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I on G703).....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$ 0.00
<i>(Line 4 minus Line 5 Total)</i>	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 0.00
<i>(Line 6 from prior Certificate)</i>	
8. CURRENT PAYMENT DUE .....	\$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
<i>(Line 3 minus Line 6)</i>	
	\$ 0.00

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month including Construction Change Directives	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES IN THE WORK</b>		<b>\$ 0.00</b>

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

#### CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00

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

#### CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**ARCHITECT:** *(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)*

By: \_\_\_\_\_ Date: \_\_\_\_\_

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





 **AIA**<sup>®</sup> Document G706<sup>™</sup> – 1994

**Contractor's Affidavit of Payment of Debts and Claims**

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

Harrisburg Area Community  
College  
One HACC Drive  
Harrisburg, PA 17110

STATE OF:  
COUNTY OF:

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

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment  Yes  No

CONTRACTOR: *(Name and address)*

BY:

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

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

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

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:

RELEASE OF LIENS AND CLAIMS

FROM: \_\_\_\_\_ (Contractor)

TO:     Harrisburg Area Community College     (Owner)

PROJECT: \_\_\_\_\_

1. In consideration of the sum of \$\_\_\_\_\_ and other good and valuable consideration described herein, the undersigned does hereby release all Mechanic’s Liens Rights, Equitable Liens, Labor and Material Bond Rights and any other claims resulting or arising from labor and/or materials, subcontract work, equipment or other work, rentals, services or supplies heretofore furnished by the undersigned in and for the construction, design, improvement, alteration, additions to or repair of the above described Project including but not limited to any claims arising from delay, interference, inefficiency, acceleration or other impacts incurred by the undersigned on the Project from the beginning of time to the date of this release, except any claims related to the release of retainage to the undersigned.

2. In further consideration of the payment made or to be made as above set forth, and to induce Harrisburg Area Community College to make said payment, the undersigned agrees to defend and hold harmless the Owner, the Construction Lender, if any, from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the Project. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney’s fees and costs, which may be incurred as the result of any such claims.

3. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.

4. It is further warranted and represented that all such claims described in paragraph 1 above as may be asserted against the undersigned or the undersigned’s subcontractors and/or material suppliers have been paid or that arrangements, satisfactory to the Owner have been made for such payments.

5. It is acknowledged that this release is for the benefit of and may be relied upon by the Owner, any construction lender and the principal or surety on any labor and material bond for the Project.

6. In addition to the foregoing, this instrument shall constitute a final release of all debts, rights, claims, damages and demands of the undersigned against the Owner, in law or in equity arising out of or pertaining to the above-referenced Project to the extent described in paragraph 1 above.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

FIRM \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

STATE OF                                 :  
   : SS  
COUNTY OF                            :

The foregoing release was subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
  Title   Company Name

My commission expires:

\_\_\_\_\_  
Notary Public

 **AIA**<sup>®</sup> Document G707™ – 1994

**Consent Of Surety to Final Payment**

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PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	SURETY: <input type="checkbox"/>
Harrisburg Area Community College		OTHER: <input type="checkbox"/>
One HACC Drive		
Harrisburg, PA 17110		

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

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

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

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
*(Seal):*

\_\_\_\_\_  
*(Printed name and title)*

 **AIA**® **Document G707A™ – 1994**

**Consent of Surety to Reduction in or Partial Release of Retainage**

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<b>PROJECT:</b> <i>(Name and address)</i>	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input checked="" type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>SURETY:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i>	<b>CONTRACT DATED:</b>	<b>OTHER:</b> <input type="checkbox"/>

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

on bond of \_\_\_\_\_, SURETY,  
*(Insert name and address of Contractor)*

hereby approves the reduction in or partial release of retainage to the Contractor as follows: \_\_\_\_\_, CONTRACTOR,

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

as set forth in said Surety's bond. \_\_\_\_\_, OWNER,

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

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
(Seal):

\_\_\_\_\_  
*(Printed name and title)*

**SECTION 01310 - 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 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Coordination Drawings.
  - 4. Administrative and supervisory personnel.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Different areas of responsibility have been assigned to specific contractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Summary of Contract" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
  - 2. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
  - 3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 4. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

**1.3 COORDINATION**

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: If required by project scope, the HVAC Contractor shall produce and coordinate coordination drawings for all phases, mechanical and ceiling cavity work. Prepare Coordination Drawings to maximize utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

#### 1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

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

#### 1.6 PROJECT MEETINGS

- A. Preconstruction Conference: The Construction Manager shall schedule a preconstruction conference before starting construction, but no later than 15 days after execution of the Agreement. The conference shall be held at Project site or another convenient location.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Each Contractor and their superintendent and foremen; major subcontractors; manufacturers; suppliers; 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. Phasing.
    - c. Critical Path work sequencing.
    - d. Designation of responsible personnel.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for processing Applications for Payment.
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises.
    - k. Responsibility for temporary facilities and controls.
    - l. Parking availability.
    - m. Office, work, and storage areas.
    - n. Equipment deliveries and priorities.



- o. First aid.
- p. Security.
- q. Progress cleaning.
- r. Working hours.

- 3. The Construction Manager will record significant conference discussions, agreements, and disagreements and publish meeting minutes.

1.7 PROJECT COMMUNICATION

- A. The Construction Manager shall copy the Contractor and major subcontractors with all job related correspondence and attachments including, but not limited to:

- 1. RFI's
- 2. Change Proposals
- 3. Transmittals and Applicable Attachments
- 4. Scheduling Input
- 5. Emails of significance
- 6. Faxes of significance

1.8 PROJECT REPRESENTATIVE

- A. The Contractor shall direct all project communications and correspondence to the Construction Manager. The Construction Manager replaces the Owner as a recipient of project related correspondence where required throughout the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01310**

**SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary of Contracts" for preparing a combined Contractor's Construction Schedule.
  - 2. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
  - 3. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 4. Division 1 Section "Submittal Procedures" for submitting schedules and reports.

**1.3 SUBMITTALS**

- A. Construction Schedule: Submit two copies of initial schedule, large enough to show entire schedule for entire construction period and at least 24" high by 36" wide.
- B. DAILY REPORTS: Submit copies and/or scans of daily work reports to the Construction Manager.

**1.4 COORDINATION**

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Each Prime Contractor shall coordinate its Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Prepare in accordance with accepted CPM scheduling practices and produce in a format typical of: SureTrak, Primavera, Microsoft Project, or format acceptable to the Owner and Construction Manager.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion and through the end of the Warranty Period.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each building as separate numbered activities for each principal element of the Work. Comply with the following:
  1. Activity Duration.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, allowing time for Owner's, Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

## 2.2 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the construction duration.

## 2.3 CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule: Prepare Construction Schedule using a computerized, cost and resource-loaded, time-scaled CPM network analysis diagram for the Work.

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION SCHEDULE

- A. All Prime Contractors are responsible for providing:
  - 1. Construction scheduling information in a form acceptable to the Construction Manager and as set forth in this Section.
  - 2. Coordination of the details of its construction schedule with all other Prime Contractors.
  - 3. Resolution and adjustment to its construction schedule as required to meet the project milestones.
- B. Construction Manager is responsible for providing:
  - 1. Overall management of construction scheduling activities.
  - 2. Oversight and coordination of the scheduling activities of Prime Contractors.
  - 3. Construction schedules, reproduction and distribution as outlined herein.
- C. Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- D. Distribution: Construction Manager will:
  - 1. Distribute copies of the approved schedule
  - 2. Post copies in Project meeting rooms and temporary field offices.

3. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 01320**

**SECTION 01330 – 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 1 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 miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment.
  - 2. Division 1 Section "Project Management and Coordination" for submitting Coordination Drawings.
  - 3. Division 1 Section "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups.
  - 4. Division 1 Section "Product Requirements" for substitutions.
  - 5. Division 1 Section "Closeout Procedures" for submitting warranties
  - 6. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 7. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

**1.3 DEFINITIONS**

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

**1.4 SUBMITTAL PROCEDURES**

- A. General: Electronic copies of drawings of the Architectural Backgrounds, (drawings as utilized by the Architect as general, or overall floor plans and reflected ceiling plans ONLY), will be provided by the Architect at a cost for each Prime Contractor's use in preparing submittals. Mechanical, plumbing, electrical and/or structural drawings ARE NOT available to the contractors. ***Note that it is an infringement of the copyright laws of the Commonwealth of Pennsylvania to utilize, or otherwise copy, the Architect's drawings without the Architect's express written consent.***

1. The Contractor must request, and sign, the appropriate release of liability disclaimer prior to the Architect's release of any electronic data or drawing files.
  2. ONLY Prime Contractors will be provided the opportunity of securing Architectural background drawings on CD. All suppliers, fabricators, sub-contractors etc. requiring such shall be provided access to the information by the Prime contractors.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities to expedite completion of the Work.
- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal.
1. Review: Allow 10 working days, minimum after receipt of document by Architect for review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 15 working days minimum for first review of each submittal.
  3. If revised submittal is necessary, process it in same manner as first submittal.
  4. No extension of the Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
  5. No extension of Contract Time will be authorized for the Contractor's delaying of the submittal process by not promptly complying with the intent of the submittal process.
- D. Identification: Place a Submittal Cover Sheet (Appendix A) on each submittal copy for identification.
1. Indicate name of entity and individual that prepared each submittal on cover sheet.
  2. Record Contractor's review and approval markings and action taken by Architect.
    - a. Submittals received by the Architect that have NOT been reviewed by the prime contractor prior to such submittal, will be returned to the prime contractor without action.
    - b. Submittals must be sent from the prime contractor. Submittals sent directly from a sub-contractor will not be reviewed.
  3. Include the following information on Submittal Cover Sheet for processing and recording action taken:
    - a. Project name (exactly as indicated on the Contract drawings)
    - b. Project number (exactly as indicated on the Contract drawings).
    - c. Date of the submission.
    - d. Name and US Postal service mailing address of Architect.



- e. Name, address, phone/fax number of Prime Contractor and/or Subcontractor and individual preparing the submittal.
  - f. Name, address, phone/fax number of supplier preparing the submittal.
  - g. Name, address, phone/fax number of specific manufacturer.
  - h. Specification Section No. and Drawing No. Unique Identifier, including revision number, as follows:
    - 1) Specifications section or Drawing number.
    - 2) Sequential number of items submitted for each section or Drawing.
    - 3) If Submittal is a re-submission, utilize alphabet to list submissions in chronological order: i.e. 08130-2-A and 08130-2-B for specification items, and A5.01/3-A (Detail 3) and A5.01/3-B for Drawing items.
    - 4) If submittal is a resubmission, cloud and identify each revision edition using delta symbols with revision numbers inside. Date all previous delta revisions to submittal and show in title block.
  - i. Drawing number shall include detail references, if applicable, beside drawing number.
  - j. Other necessary identification.
- E. Deviations: Highlight, or otherwise identify deviations from the Contract Documents on submittals.
- F. Consecutive/Total Numbering: Each Drawing, individual data sheet, or booklet pages shall be custom numbered at the bottom by the Contractor with black ink or marker. Number each page (i.e.: "1 of 6" or "2 of 6", etc.).
- G. Legibility: The Architect shall return illegible submittals to the Contractor without action. They will be sent back until a submission is completely legible. Do not send fax submittals; only legible first generation submittals will be reviewed.
- H. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a form. Architect will discard submittals received from sources other than the prime Contractor.
- 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
  - 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
  - 3. Transmittal Form:
    - a. Date of Transmittal.
    - b. Project Name as indicated on Project Documents
    - c. Destination (To:).
    - d. Source (From:).
    - e. Submittal and transmittal distribution record.
    - f. Remarks as appropriate to approval status.
    - g. Signature of transmitter.

- I. Distribution: Furnish copies of approved submittals to each Prime Contractor, manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, the General Contractor at their field office, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
  - 1. The General Contractor shall receive approved submittals from all Prime Contractors. A locked file of approved submittals shall be maintained at the site by the General Contractor. This complete set of record submittals shall be turned over to the Owner at Substantial Completion. Missing Shop Drawings shall be replaced by the entity responsible for preparing such, unless proof can be offered that the General Contractor has received such, in which case, Missing Shop Drawings shall be replaced by the General Contractor.
- J. Use for Construction: Use only approved submittals with mark indicating action taken by Architect in connection with construction.
- K. Do not fabricate products or begin work that requires submittals until return of submittals with Architect's review stamp indicating approval to proceed.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: All Submittals listed within this Article require Action by the Architect. Prepare and submit Action Submittals required by individual Specification Sections. Refer to Article 3 for information regarding the Contractor prepared Action submittal log.
  - 1. Substitutions: The Contractor shall not use submittal procedures to attempt material, product, or process substitutions. Substitutions shall be made in accordance with Division 1 Section "Product Requirements". Submittals that are deemed substitution attempts by the Architect shall be returned to the Contractor with no action taken. Repeated attempts at substitutions through the submittal procedure process shall be construed as Contractor delays to the Work.
- 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, model numbers, sizes, finishes 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. Color charts, or Samples as required.
    - 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 operating and maintenance manuals.
  - k. Compliance with recognized trade association standards.
  - l. Compliance with recognized testing agency standards.
  - m. Application of testing agency labels and seals.
  - n. Notation of coordination requirements.
4. Catalog Cuts: Provide three catalog cuts, data sheets and installation instructions with all options encircled in black and noted (plus whatever the Contractor needs for their records and distribution). Staple one Submittal Cover Sheet to each one of the cuts. Architect will return all but three cuts to the Contractor for distribution as necessary after submittal is reviewed.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not just reproduce Architect's Drawings. If Architect's drawings are used they shall be added to by the Contractor. The Contractor shall add coordination and adjacency information gathered from all applicable effected trades crucial to a proper installation.
1. Information available on the Architect's drawings may be used in the preparation of shop drawings only if it serves the work as follows:
    - a. To facilitate the actual routing of site and building utilities as they are coordinated by all trades to fit into or onto the built work.
    - b. Is not used for the actual manufactured dimensions of items to be installed into or onto work by other trades.
    - c. Provides a background for the installation of work that is further elaborated upon by additional coordination, information, and detail for the proper installation of work.
  2. Preparation: 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. Shop work manufacturing instructions.
    - 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.
  3. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

4. 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 36-inches in any direction.
  5. Drawings: Provide one vellum transparency and three blueline (or blackline) prints of each submittal drawing. Staple one Submittal Cover Sheet to each drawing. Architect will return vellum with stamped and initialed Submittal Cover Sheet (Contractor to list each submittal drawing number on the transmittal) only to the Contractor for their reproduction and distribution necessary when submittal is reviewed.
- D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
- E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- F. Samples: Prepare physical units of materials or products each with a Submittal Cover Sheet, including the following Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
2. 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.
  3. Contractor shall gather and hold at their office all building finish related samples. Do not submit to Architect until Contractor has all such samples in hand. Submit together in a box with a transmittal and submittal cover sheet that lists each item numerically by CSI 16 Division Master form and then alphabetically. Failure to submit finish samples in the specified manner may be construed by the Architect as a delay on the part of the Contractor.
  4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the 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.
  5. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
    - a. Generic description of Sample.
    - b. Product name or name of manufacturer.
    - c. Sample source.
    - d. Specification Section
  6. Sample Accompanying Information: On an attached separate sheet, prepared on or itemized on Contractor's letterhead, provide the following:
    - a. Size limitations.
    - b. Compliance with recognized standards.

- c. Availability.
  - d. Delivery time.
7. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
- a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
  - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
8. Samples for Product, or Color Selection: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal indicating selection.
9. Samples for Verification: Submit three sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
- a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
10. 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, or otherwise designated as Owner's property, are the property of Contractor.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections. All Submittals listed within this Article are Informational only, and are not to be submitted with Action Submittals. Prepare and submit Informational Submittals required by individual Specification Sections. Refer to Article 3 for information regarding the Contractor prepared Informational submittal log.
- B. 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.

- C. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- D. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation".
- E. Submittal Schedule / Log: In addition to the requirements listed herein, Comply with requirements in Division 1 Section "Construction Progress Documentation."
- F. Subcontract List: Within 30 calendar days of the notice to proceed, 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. 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.
- G. Qualification Data: 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 architects and owners, and other information specified.
- H. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- I. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- J. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- K. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- L. Material Test Reports: 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.
- M. Preconstruction Test Reports: 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.
- N. Compatibility Test Reports: 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.

- O. Field Test Reports: 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.
- P. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. 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.
- Q. Research/Evaluation Reports: 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.
- R. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Sections "Closeout Procedures and /or Operation and Maintenance Data."
- S. Design Data: 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.
- T. 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.
  6. Recommendations for cleaning and protection.
- U. Manufacturer's Field Reports: 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.
- V. Insurance Certificates and Bonds: 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.
- W. Material Safety Data Sheets: Obtain for use by Contractor during construction. If submitted to Architect, Architect will not review this information and will return it to the Contractor. Disseminate information on each product's M.S.D.S. to workers. Bind M.S.D.S. on each product and turn over to Owner as a closeout document.

### PART 3 - EXECUTION

#### 3.1 ACTION SUBMITTAL LOG

- A. The Contractor shall prepare an Action Submittal Log for their use and the Owner's and Architect's information.
1. The Submittal Log shall be developed using the specification section numbers and product identification nomenclature and the drawing identification information.

#### 3.2 INFORMATIONAL SUBMITTAL LOG – (NO ACTION REQUIRED)

- A. Each Prime Contractor shall prepare an "Informational Submittal Log" for "No Action Required" submissions for the Contractor's, Owner's, and Architect's use with the Action Submittal Log.
1. The Submittal Log shall be developed using the specifications section numbers and product identification nomenclature and drawing identification information.
  2. Informational Submittals must be submitted at least 21 workdays prior to the start of work of any section requiring such submittal.
  3. Refer to the end of this section for the Submittal Log: Appendix B.
  4. Number of Copies: Submit one copy of each informational submittal in PDF format.
  5. The Information Submittal Log shall include special warranties, Operation and Maintenance manuals and attic stock due Owner at Substantial Completion.

### 3.3 CONTRACTOR'S REVIEW

- A. Review each Action, and Informational submittal for compliance with the Contract Documents. Note corrections and field dimensions. Mark Submittal Cover Sheet with Contractor's approval stamp before submitting to Architect.
1. Approval Stamp: Stamp each Submittal Cover Sheet 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.
  2. Approval stamp shall contain statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. Stamp shall mean that the Contractor has verified the products required, field dimensions, and coordinated submission with adjacent work.
  3. The Architect will reject and return any submittals that do not represent review and approval by the contractor.

### 3.4 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and signature. Architect will return them without action.
- B. The Architect's review of submittals is only for the purpose specified in the General Conditions of the Contract.
- C. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each Submittal Cover Sheet with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
1. **APPROVED:** Indicates that the submittal, in the design professional's opinion, conforms with the information given, and the design concept, as expressed in the contract documents.
  2. **APPROVED AS NOTED:** Indicates that the Submittal has been modified as indicated thereon by the Design professional. Re-submittal is NOT required and the Contractor may proceed in accordance with the modified submittal.
    - a. Approved as Noted/Submit Corrected Copy for Record: The Architect may request a corrected copy for the record while the Contractor proceeds with the Work as noted.
  3. **NOT APPROVED:** Indicates that the Submittal, in the design professional's opinion, does not conform with the information given, and the design concept, as expressed in the contract documents, or that the submittal does not meet the procedural requirements of the contract documents. The Design Professional, at their discretion, may offer more information as to the nature of the submittals non-conformity.
  4. **No Action Required Informational Submittals:** Architect will review each submittal. Submittals will not be returned unless, in the opinion of the Architect, the information provided does not conform with the requirements, as expressed in the contract documents, or that the submittal does not meet the procedural

requirements of the contract documents. The Architect, at their discretion, may offer more information as to the nature of the submittals non-conformity.

5. **No Action Required:** Submittals not required by the Contract Documents will not be reviewed and may be discarded.
6. The Contractor accepts all responsibility for the usability, fit, durability, warrant ability, and industry-wide intended life expectancy of installed products or systems that have not been submitted to the Architect for approval.

3.5 APPENDIX A SUBMITTAL COVER SHEET is bound at the end of this section.

**END OF SECTION 01330**

# SUBMITTAL COVER SHEET

(Attach to each copy of submittal)

**PROJECT NAME:** Millennium Drive Repaving & Campus Walkpath Extension

**EPCM Project No:** 14006

**PRIME CONTRACTOR:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

Specification Section Number:
Contractor's Submittal Number:
Submission Date:
Revised Submission Date:

**SUBCONTR./SUPPLIER:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

Section Number	Description	Major Manufacturer(s)

Product Use Location: \_\_\_\_\_

Construction Submittal							
Product Data	Sample	Warranty	Color Selections	Certificates	Test Reports	Other	Shop Drawing

LEED Submittal

<b>EASTERN PCM, LLC</b>	
REVIEWED	( )
MAKE CORRECTIONS NOTED	( )
REVISE AND RESUBMIT	( )
REJECTED	( )
<small>Review is only for conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Contract Documents. Contractor is responsible for quantities and dimensions which are confirmed and correlated at the job site, fabrication processes and techniques of construction, coordinating of his work with that of all other trades and the satisfactory performance of his work.</small>	
Date: _____	By: _____

Construction Manager's Stamp

This submittal has been reviewed by the Contractor and is in accordance with the Contract Documents. The Contractor will field verify all dimensions prior to fabrication. The contractor has notified the Architect in writing of any changes to the Contract Documents. **Incomplete or incorrect submittals will be returned by the Architect without review.**

Signed: \_\_\_\_\_  
 Contractor

Received by Architect

Received by Consultant

Returned to Architect

Received by CM, Returned to Contractor

Architect's Stamp

Consultant's Stamp

**SECTION 01400 – QUALITY REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
  - 1. The Contractors shall provide all material testing in accordance with this section and individual specification sections.
- 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. The Contractor shall provide qualified staff to monitor compliance.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

**1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### 1.4 DELEGATED DESIGN

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

#### 1.5 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.
1. Acceptable Testing Agencies:
    - a. Firm shall:
      - 1) Submit credentials to the Architect and be acceptable to perform designated tests and inspections.
      - 2) Shall have been in business for at least 5 years and be located within 100 miles of the site.
      - 3) Shall be managed by a registered professional engineer of the authorized to sign the test reports.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
  2. Description of test and inspection.
  3. Identification of applicable standards.
  4. Identification of test and inspection methods.
  5. Number of tests and inspections required.
  6. Time schedule or time span for tests and inspections.
  7. Entity responsible for performing tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Ambient conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the Commonwealth of Pennsylvania and is experienced in providing engineering services of the work indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.



## 1.7 QUALITY CONTROL

- A. Contractor Responsibilities: Provide quality-control testing assistance services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  6. Notify the Architect by phone and fax of all non-complying work as soon as it is discovered.
  7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Special Tests and Inspections: Owner may engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and reinspect corrected work.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 STATEMENT OF SPECIAL INSPECTIONS

Contractor shall comply with the requirements of the "Statement of Special Inspections", 3 pages, included in this section of the Specifications.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.

- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 01400**

**SECTION 01500 – 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 Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities. The General Contractor shall provide all temporary facilities and controls not specified to be by others herein, or elsewhere.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Heating and dehumidification facilities.
  - 4. Ventilation.
  - 5. Electric power service.
  - 6. Lighting.
  - 7. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Temporary roads and paving.
  - 2. Dewatering facilities and drains.
  - 3. Project identification and temporary signs.
  - 4. Waste disposal facilities.
  - 5. Field offices.
  - 6. Storage and fabrication sheds.
  - 7. Lifts and hoists.
  - 8. Temporary stairs.
  - 9. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Storm water control.
  - 3. Tree and plant protection.
  - 4. Pest control.
  - 5. Security enclosure and lockup.
  - 6. Barricades, warning signs, and lights.
  - 7. Temporary enclosures.
  - 8. Temporary partitions.

9. Fire protection.

E. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
2. Division 1 Section "Execution Requirements" for progress cleaning requirements.
3. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

### 1.3 DEFINITIONS

- A. Permanent Enclosure: As determined solely by Architect, permanent roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

### 1.4 USE CHARGES

- A. This is a single contract project, as such the contractor is responsible for all use charges.

### 1.5 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

### 1.6 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

- B. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36.
- C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
- D. Paint: Comply with requirements in Division 9 Section "Painting."
- E. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- F. Water: Potable.

## 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated; provide 10 LB ABC extinguishers spaced around jobsite (hung at visible locations) to meet NFPA, OSHA and local Fire Marshall's requirements.
  - 1. In addition provide extinguishers complying with NFPA 10 and NFPA 241 for exposure classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical type; vented; fully enclosed and screened with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupter, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Water Service: Provide 1" temporary water line, from existing building water service to area convenient for all contractor's use.
1. Provide rubber hoses as necessary to serve Project site.
  2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
  3. Label temporary water service outlet as "DO NOT DRINK".
- C. Sanitary Facilities: General Contractor shall provide and service two portable toilets. Use of existing School facilities is prohibited.
- D. Heating and Dehumidification: Provide temporary heating and dehumidification required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
1. Maintain a minimum temperature of 50 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.
  2. Control relative humidity in building when installing finishes so that RH does not exceed 60% or comply with more stringent requirement of finish manufacturer.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Protect workers or occupants from excessive carbon monoxide levels created by internal combustion motors inside building envelope.
- F. Electric Power Service: The Contractor shall provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
1. Install power distribution wiring overhead and rise vertically where least exposed to damage.

2. Connect temporary service to existing building, as directed by electric company officials and Owner's Staff.
- G. Electric Distribution: The Contractor shall provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
  2. Provide warning signs at power outlets other than 110 to 120 V.
  3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
  4. Provide metal conduit enclosures or boxes for wiring devices.
- H. Lighting: The Electrical Contractor shall provide temporary building and site lighting with local switching that provides adequate illumination for construction operations and traffic conditions. Lighting shall meet OSHA requirements and added requirements below:
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Provide one 100-W incandescent lamp per 500 sq. ft., uniformly distributed, for general lighting, or equivalent illumination.
  3. Provide one 100-W incandescent lamp every 50 feet in corridor areas.
  4. Provide one 100-W incandescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight.
  5. Provide one 100-W incandescent lamp in each space.
  6. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and security and signage visibility when the Work is being performed.
  7. Install lighting for Project identification sign.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access and as acceptable to Owner's representative.
  2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  3. Maintain support facilities until Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary road ways and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas within construction limits indicated on Drawings.
1. Contractor personnel shall not park in existing School parking.



2. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
  3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing if temporary paving is in permanent parking area.
  4. If binder course of asphalt is placed in an asphalt paving area and used as temporary paving the Contractor shall delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 2 Section "Hot-Mix Asphalt Paving."
  5. Provide paved gravel roadways for crane travel, lift stations, and flatbed truck staging.
- C. Snow Removal: Remove all snow from work areas, temporary road, temporary parking, and trailer sidewalks.
- D. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- E. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
  2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
  3. Remove snow and ice as required to minimize accumulations.
- F. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings following this Section. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
1. Provide temporary, directional signs for construction personnel and visitors.
  2. Maintain and touch up signs so they are legible at all times
  3. Project Identification Sign: Refer to details following this Section. Coordinate with Architect and Construction Manager for their company logo graphics.
- G. Waste Disposal Facilities: Provide dumpsters with canvas covers to be secured tightly in place around rim at the end of the working day; empty dumpsters off site when full. Contractor shall remove all construction trash and debris from building and from site and dispose of off site.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Tree and Plant Protection: Install temporary fencing located outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
  - 1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch-thick exterior plywood.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
  - 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  - 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
  - 5. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use fire-retardant-treated material for framing and main sheathing.
- D. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
  - 1. Construct dustproof partitions of not less than nominal 4-inch studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire-retardant plywood on construction side.
  - 2. Insulate partitions to provide noise protection to occupied areas.
  - 3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 4. Protect air-handling equipment.
  - 5. Weather strip openings.
- E. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
    - a. Field Offices: Class A stored-pressure water-type extinguishers.
    - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.

- c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
6. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

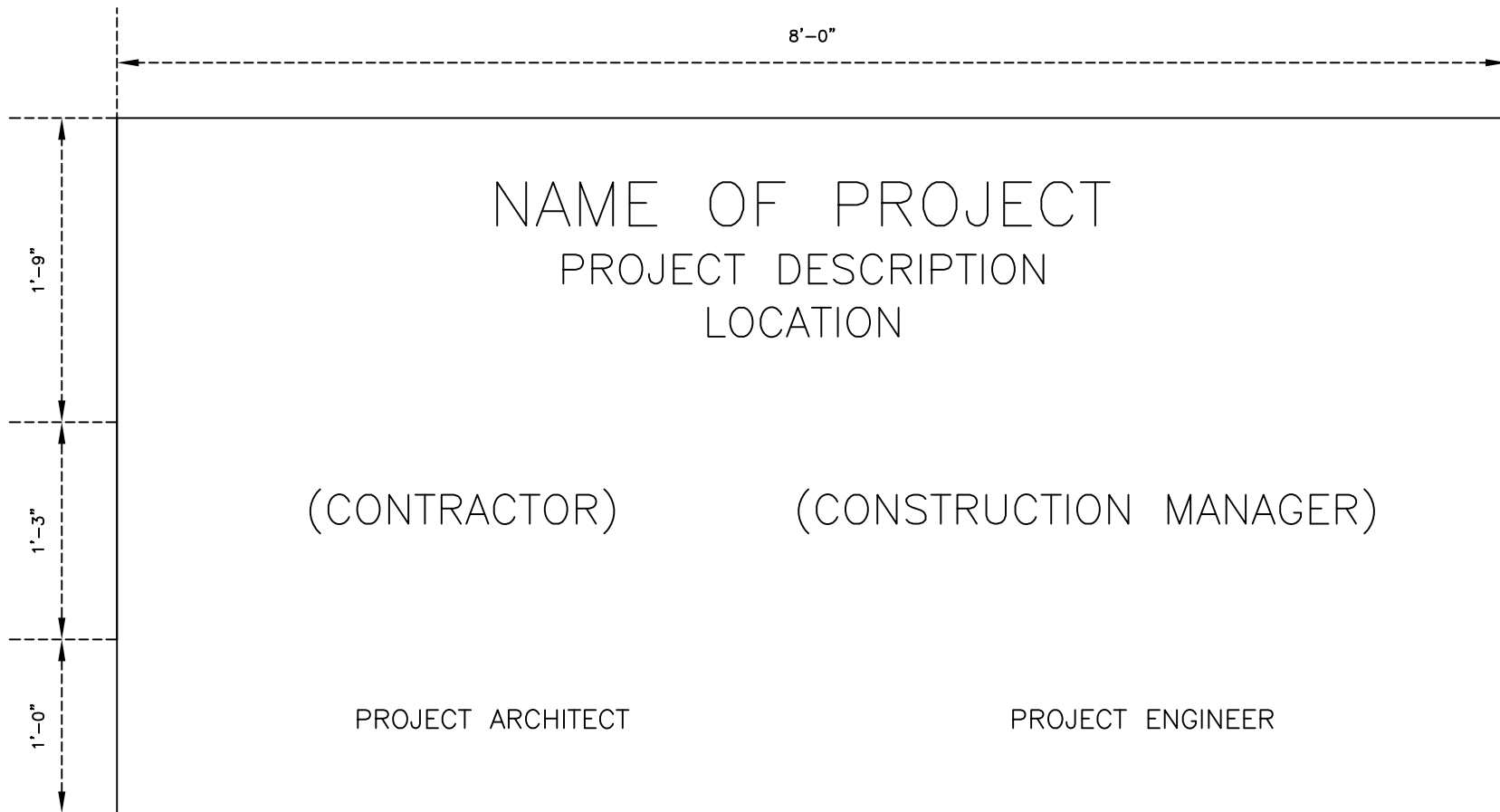
- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are the property of Contractor.
    - a. Owner reserves right to take possession of Project identification signs.

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

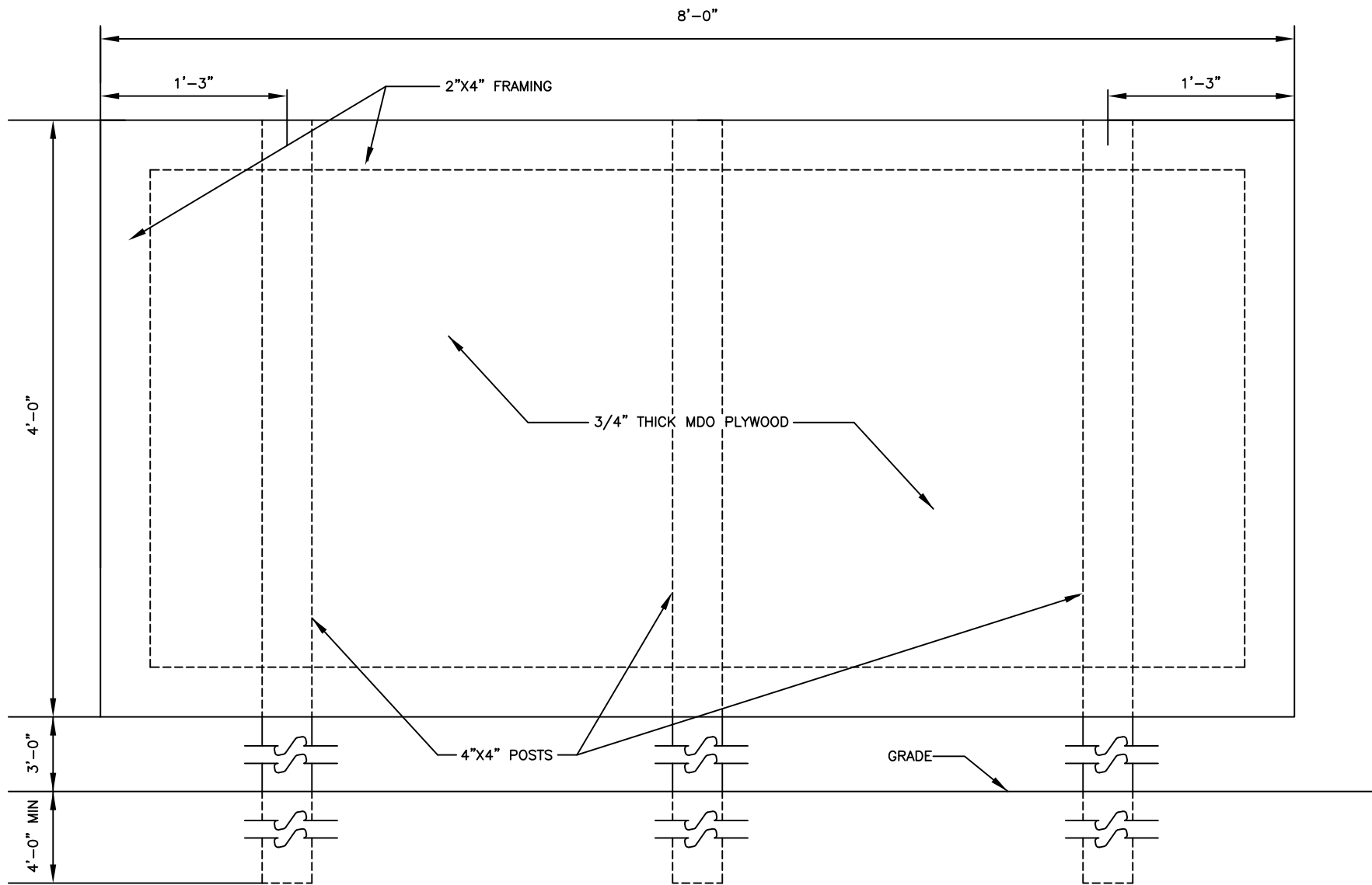
### 3.6 SITE WORKPLACE REGULATIONS

- A. Construction personnel at the site shall abide by the following regulations or be requested to leave permanently by the Owner's onsite representative. Upon notification of the worker's Superintendent the unacceptable worker shall gather their tools and personal belongings and be off the site in 10 minutes or less. The worker shall not return to the site until final payment has been received by each Contractor:
1. Smoking or the use of any tobacco product is not permitted in or within 50 feet of the structure.
  2. Foul or abusive behavior (including language) is forbidden.
  3. Disruptive behavior threatening jobsite productivity is forbidden.
  4. Vandalism or malicious behavior is forbidden.
  5. Being present under the influence of alcohol, mind altering legal or illegal drugs is forbidden.
  6. Improper dress as deemed inappropriate by the Owner's Representative.
  7. Consistent disregard for workplace cleanliness. Review final draft of this Section with Owner. Advise Owner that any exceptions to its provisions might translate into costs borne by Owner.

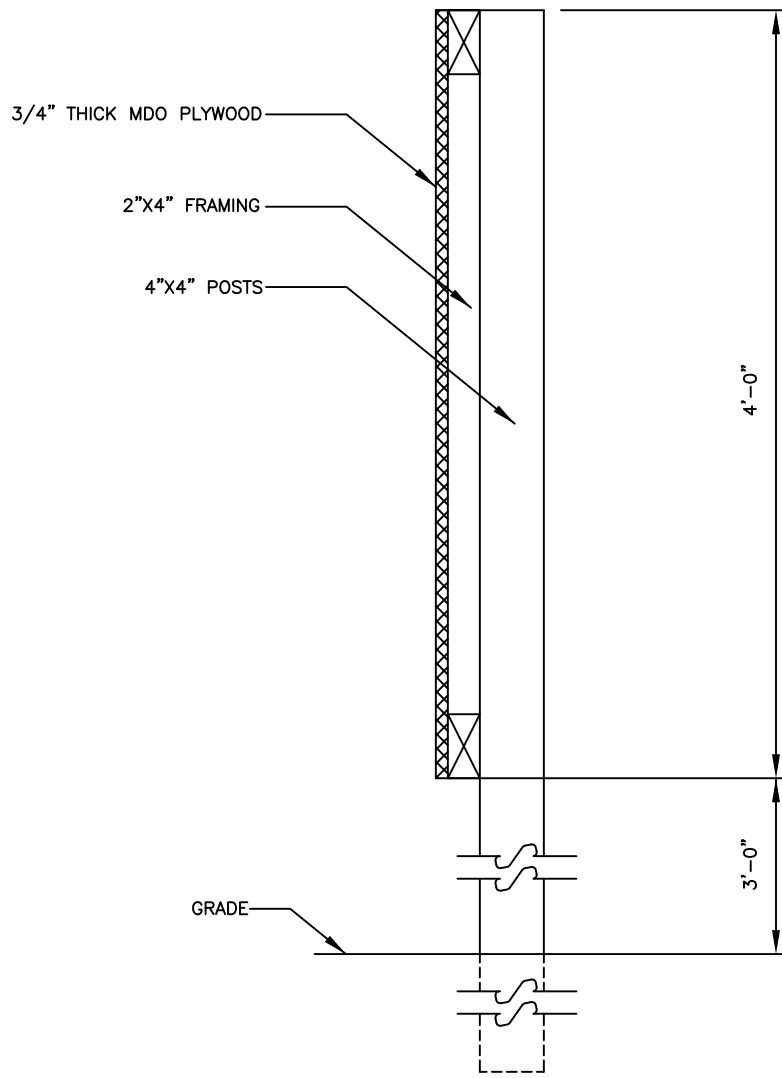
**END OF SECTION 01500**



PROJECT IDENTIFICATION SIGN GRAPHICS  
SCALE: 1" = 1'-0"



PROJECT IDENTIFICATION SIGN (STATIONARY IN-GROUND)  
 SCALE: 1" = 1'-0"



- NOTES:
1. PAINT ALL WOOD SIGN COMPONENTS (SEMI-GLOSS ENAMEL).
  2. WOOD POSTS PORTION BELOW GRADE TO BE MOISTURE PROTECTED.

PROJECT IDENTIFICATION SECTION (STATIONARY IN-GROUND)  
 SCALE: 1" = 1'-0"

**SECTION 01600 - 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 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 1 Section "References" for applicable industry standards for products specified.
  - 2. Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
  - 3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

**1.3 DEFINITIONS**

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



- C. **Basis-of-Design Product Specification:** Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

#### 1.4 SUBMITTALS

#### 1.5 PRODUCT SUBSTITUTIONS

- A. **Timing:** Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time will be rejected by the Architect.
- B. **Conditions:** Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect 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 Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - 2. Requested substitution does not require extensive revisions to the Contract Documents.
  - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - 4. Substitution request is fully documented and properly submitted.
  - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - 7. Requested substitution is compatible with other portions of the Work.
  - 8. Requested substitution has been coordinated with other portions of the Work.
  - 9. Requested substitution provides specified warranty.
  - 10. **Substitution Request Form:** Use Appendix "A" Substitution Request form provided at end of this Section. Submit three copies of each request with supporting documents for consideration.

11. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Point-by-Point Comparative Data: Write a detailed comparison of each specified and specified manufacturer's qualities with those of the proposed substitution. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - b. List up to three similar installations for completed projects with project names and addresses.
  - c. Proposed substitution affects dimensions, functional clearances and building utility rough-ins of other parts of Work. Provide coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - d. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - e. Cost information, including a proposal of change, if any, in the Contract Sum.
  - f. Drawings showing incorporation of proposed substitution into the Work. Show changes, dimensions or functional clearances affected by incorporation of proposed substitution into Work.
  - g. Product Data shall include drawings and descriptions of products and fabrication and installation procedures.
  - h. Samples, shall be submitted where applicable or requested.
  - i. Contractor's certification that proposed substitution complies with the intent of the requirements in the Contract Documents and is appropriate for applications indicated.
  
12. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated, or proposed substitution is rejected.

## 1.6 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
  1. Each Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

## 1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

## 1.8 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
  3. Refer to Technical Specifications for specific content requirements and particular requirements for submitting special warranties.
  4. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT OPTIONS

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

5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with substitution requirements to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with substitution requirements to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with substitution requirements to obtain approval for use of an unnamed product.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Products" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with substitution requirements to obtain approval for use of an unnamed product.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

PART 3 - EXECUTION (Not Used)

Appendix A, Substitution Request Form, pages Appendix A.1 and A.2 bound into the Project Manual after this section.

**END OF SECTION 01600**

**APPENDIX A – SUBSTITUTION REQUEST**

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Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
 To: \_\_\_\_\_ From: \_\_\_\_\_  
 Re: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ A/E Project Number: \_\_\_\_\_  
 \_\_\_\_\_ Contact For: \_\_\_\_\_

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Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_  
 Drawing Number and Title: \_\_\_\_\_ Details Numbered: \_\_\_\_\_

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Proposed Substitution: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Installer: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_

History:  New Product  2-5 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
 \_\_\_\_\_

Point-by-point comparative data attached - REQUIRED BY A/E

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Reason for not providing specified item: \_\_\_\_\_  
 \_\_\_\_\_

Similar Installation:  
 Project: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Architect: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Date Installed: \_\_\_\_\_

Proposed substitutions affects dimensions, functional clearances and building utility rough-ins of other parts of Work.

No  Yes; explain \_\_\_\_\_

Provide two more completed-blanks, "Similar Installations" on attached Contractor letterhead stationary as applicable or requested.

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Cost Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Contractor's Construction Schedule: Proposed Substitution changes Contract Time:  
 No  Yes (Add) (Deduct) \_\_\_\_\_ days.

**SUBSTITUTION REQUEST (Continued)**

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

The Undersigned certifies:

- Proposed substitution complies with the intent of the requirements in the Contract Documents and is appropriate for applications indicated.
- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitutions as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional direct or indirect costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

**A/E's Review and Action**

- Substitution approved – Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted – Make submittals in accordance with Specification Section 01330.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:  Contractor  Subcontractor  Supplier  Manufacturer  A/E  \_\_\_\_\_

**END OF SECTION 01600A**



**SECTION 01731 – CUTTING AND PATCHING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Technical Specifications for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 13, 15, and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

**1.3 DEFINITIONS**

- A. Cutting: Removal of existing 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.
  - 1. Block bond beams.
  - 2. Reinforced masonry walls.
- B. Operational Elements: Do not cut and patch the following 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.
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Fire-protection systems.

4. Control systems.
  5. Communication systems.
  6. Electrical wiring systems.
  7. Operating systems of special construction in Division 13 Sections.
  8. Detention or Electronic Security Systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner. The Architect shall be the sole judge of the acceptable quality of patched finishes.
1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
    - a. Processed concrete finishes.
    - b. Preformed metal panels.
    - c. Roofing.
    - d. Firestopping.
    - e. Window wall system.
    - f. Fluid-applied flooring.
    - g. HVAC enclosures, cabinets, or covers.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- 1.5 WARRANTY
- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 RESPONSIBILITY

- A. The General Contractor shall cut and patch all interior or exterior finished openings unless noted otherwise. All other trades shall pay the General Contractor for cutting and patching new construction openings required.
- B. 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 existing 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 existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
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 that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
    - b. Delete or revise first subparagraph below to suit Project.

4. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.

**END OF SECTION 01731**

**SECTION 01732 - SELECTIVE DEMOLITION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of a building or structure.
  - 2. Demolition and removal of selected site elements.
  - 3. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary of Prime Contracts" for contractors responsibilities, and use of the premises.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
  - 3. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
  - 4. Division 13 Sections for demolishing, cutting, patching, or relocating fire suppression and fire alarm items.
  - 5. Division 15 Sections for demolishing, cutting, patching, or relocating mechanical items.
  - 6. Division 16 Sections for demolishing, cutting, patching, or relocating electrical items.

**1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.4 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tables, antiques, and other items of interest or value to owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and delivery promptly to Owner.
  - 1. Coordinate special procedures for removal and salvage with Owner.

## 1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Proposed Dust and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building and on site operations are uninterrupted.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Locations of temporary partitions and means of egress.
  - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- E. Pre-Demolition Photographs: Show existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations. Provide one set to Owner's representative and one set to Architect prior to submitting the initial pay application.

## 1.6 QUALITY ASSURANCE

- A. Firm Qualifications: An experienced firm that has conducted work similar in material and extent to that indicated for this Project.

- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

## 1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours written notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
  - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site will not be permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.8 WARRANTY

- A. Existing Warranties: Confirm with the owner the existence of any warranties for products or materials to be selectively or partially demolished prior to disturbing.
  - 1. Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Confirm extent of existing warranties with Owner's representative prior to engaging in selective demolition operations.



## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use material whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

### 3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  - 1. Provide at least 72 hours written notice to Owner if shutdown of service is required during changeover.
  - 2. Interruptions shall occur during nights and weekends.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. Each trade present at the site whose contract requires a license to perform this Work will coordinate and perform actual shut-off, cutting, capping or wire cutting at utility entry point into site or work area. The Contractor for General Construction will remove all Division 13, 15 and 16 demolition items embedded in or attached to existing construction that are in the way of this Work from the site. These items shall be of salvage value only to the General Contractor.
  2. Arrange to shut off indicated utilities with utility companies. Coordinate with Owner.
  3. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
  4. Cut off pipe or conduit in walls or partitions to be removed. Cap, shut-off valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- D. Individual Trade Utility Disconnection Requirements: Refer to Division 13, 15 and 16 Sections for requirements for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and capping, shut-off valve installation, plugging or sealing have been completed and verified in writing.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  3. Protect existing site improvements, appurtenances, and landscaping to remain.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other

construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- D. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

### 3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
  2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
  10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with Owner's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's on-site storage area.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.
- F. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- G. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- H. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- I. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.

3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations. Comply with Division 1 Section "Cutting and Patching."

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Burning of demolished materials will NOT be permitted on Owner's property.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
- D. Disposal of other unsuitable fill: Transport demolished materials considered unsuitable fill off Owner's property and legally dispose of them.

**END OF SECTION 01732**

**SECTION 01770 - 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 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
  - 3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Division 1 Sections for General and HVAC system Commissioning.
  - 5. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 6. Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 7. Technical Specifications for specific closeout and special cleaning requirements for the Work in those Sections.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. 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, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. 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 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. 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. Submit pest-control final inspection report and warranty.

5. 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, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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.

### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit one copy of list in PDF format. Include name and identification of each space and area 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.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Architect
  - d. Name of Contractor.
  - e. Page number.

### 1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Submit in PDF format with applicable bookmarks pertaining to each specification section.
2. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.



## 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 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. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- k. Remove labels that are not permanent.
  - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - m. Wipe surfaces of mechanical and electrical equipment elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Replace parts subject to unusual operating conditions.
  - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 01770**

**SECTION 01781 - PROJECT RECORD DOCUMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include the following:
  - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Technical Specifications for specific requirements for Project Record Documents of the Work in those Sections.

**1.3 SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Submit PDF file of red-lined, as-built drawings-field set.
  - 2. Submit as-built plans in AutoCAD 2004 (.dwg) file format reflecting all changes and as-built condition.
- B. Record Specifications: Submit 1 copy of Project Specifications, including addenda and contract modifications in PDF format.
- C. Record Product Data: Submit 1 copy of each Product Data submittal in PDF format.

**PART 2 - PRODUCTS****2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of blue-or black-line white prints of the Contract Drawings and Shop Drawings at the project site.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on and/or to the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or not indicated in original contract drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location on each sheet.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  5. Note related Change Orders and Record Drawings where applicable.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders and Record Drawings where applicable.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and

in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

**END OF SECTION 01781**

**SECTION 01782 - OPERATION AND MAINTENANCE DATA****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary of Multiple Contracts" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
  - 2. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 3. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 4. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 5. Technical Specifications for specific operation and maintenance manual requirements for products in those Sections.

**1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

## 1.4 SUBMITTALS

- A. Initial Submittal: Submit draft PDF copy(s) of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return 1 copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit 1 copy(s) of each manual to the Construction Manager, in PDF format, reflecting all required changes or modifications requested by the Architect or Construction Manager and in full compliance with the specifications.

## 1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."



## 2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name, address, and telephone number of Contractor.
  6. Name and address of Architect.
  7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents per CSI 16 Division Masterformat and alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single file. Each section is to be submitted in PDF format. Electronic files shall be titled according to the specific specification section it relates to.

## 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.

7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.

5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard printed maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION – in PDF format

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

- F. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

**END OF SECTION 01782**

**SECTION 01820 - DEMONSTRATION AND TRAINING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.

**1.3 SUBMITTALS**

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. At completion of training, submit two complete training manuals for Owner's use.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Demonstration and Training Videotape: Submit two copies at end of each training module.

**1.4 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Review: Contractor review methods and procedures related to demonstration and training including, but not limited to, the following at Project site:
  - 1. Inspect and discuss Owner provided locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of Contractor provided educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. 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, and as follows:
  - 1. Motorized doors.
  - 2. Equipment with moving parts or dependent on electricity.
  - 3. Fire-protection systems, including fire alarm.
  - 4. Intrusion detection systems.
  - 5. Conveying systems.
  - 6. Medical equipment.
  - 7. Laboratory equipment.
  - 8. Heat generation.
  - 9. Refrigeration systems.
  - 10. HVAC systems.
  - 11. HVAC instrumentation and controls.
  - 12. Electrical service and distribution.



13. Packaged engine generators, including transfer switches.
  14. Lighting equipment and controls.
  15. Communication systems, including voice and data.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. Basis of System Design, Operational Requirements, and Criteria: Include following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project Record Documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.
    - f. Safety procedures.
    - g. Instructions on stopping.
    - h. Normal shutdown instructions.

- i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

### 3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
1. Schedule training with Owner with at least seven days' advance notice in writing.
- C. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral and demonstration performance-based test.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

**END OF SECTION 01820**