

ADDENDUM #1

To: All Bidders

Project Name: Renovations to:
GVSD District Administration Office
100 Lindenwood Drive, Malvern, PA 19355

Prepared for: Great Valley School District
301 Lindenwood Drive
Malvern, PA 19355

Date: January 4, 2023

Notice to all Contractors bidding the Renovations to the GVSD District Administration Office. This Addendum is to amend or clarify the Contract documents as follows:

GENERAL:

- A. This Addendum constitutes part of the Project Manual and Contract. Should conflict occur between the Project Manual and items in this Addendum or between Drawings and this Addendum, the Addendum shall govern.
- B. Work described in this Addendum shall be in accordance with Specifications for like items in remainder of building and complete with all labor and materials required.
- C. Bidders are requested to attach a copy of this Addendum to the Project Manual in their possession.
- D. Work affected by items in this Addendum shall be appropriately adjusted to accommodate these changes.
- E. Acknowledge receipt of this Addendum by inserting its number and date in the space provided in the Bid Form. Failure to do so may subject Bidder to disqualification.
- F. Bids shall only be based on the products specified. No pre-bid substitutions shall be considered. Products that meet or exceed the product specifications will be considered for use during the Shop Drawing Submittal Phase.

- G. STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. **In general**, it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard, **except where listed without the following clause**. When proprietary names are used, they shall generally be followed by the words "or alternatives of the quality necessary to meet the specifications". Where proprietary names are used and are not followed by a clause similar to that listed above, the contractor is limited to providing that specified product to keep a standard product already established by the School District. A bid containing an alternative which does not meet the specifications may not be accepted, but, if an award is made to the bidder, the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost. The intent of the bid documents is based on this STANDARD OF QUALITY and not to be proprietary in nature in any way.

SPECIFICATIONS

- 1.01 Specification Table of Contents; under DIVISION 5 – METALS, **ADD** Section 051200 – Structural Steel and under DIVISION 10 – SPECIALTIES, **ADD** Section 101419 – Dimensional Letter Signage.
- 1.02 Specification Section 002000b – Instructions to Bidders; **ADD** specification section in its entirety.
- 1.03 Specification Section 005200b – A101-2017 – Agreement Between Owner & Contractor; **ADD** specification section in its entirety.
- 1.04 Specification Section 007000 – General Conditions; **REPLACED** in its entirety.
- 1.05 Specification Section 007000a – A201-2017 – General Conditions; **ADD** specification section in its entirety.
- 1.06 Specification Section 101419 – Dimensional Letter Signage; **ADD** specification section in its entirety.
- 1.07 Specification Section 051200 – Structural Steel; **ADD** referenced section in entirety.

DRAWINGS**Architectural:**

- 2.01 Drawing A002; **REPLACE** sheet in its entirety to show the following changes: **MODIFY** Code Compliance list of Codes, Occupancy Calculations, Table 2902.1, and First Floor Egress Plan. **ADD** Accessory Assembly, Group A-3 to Section 302. **MODIFY** language under Section 803 for Table 803.9 to be 803.13 and Occupancy to read Group B. **ADD** Knox Box Detail.
- 2.02 Drawing A002: **MODIFY** item 39 on General Notes to include the words "**Non-Combustible or Fire Retardant**" after the words "2x6 Continuous". **ADD** the following notes to the sheet.
- a. Note: Any Shop Drawings for Major Equipment, Partitions, Roof Curbs, Etc. Shall be Submitted to The Township for Review And Approval
 - b. Note: Construction Safeguard Procedures Per 2009 IFC Chapter 14, 2018 IFC Chapter 33 and 2018 IBC Chapter 33 Shall be Followed. GC to submit Plans identifying Construction Barriers and Material Storage Barriers, Temporary or Permanent Lighting Along Egress Pathways with Applicable Signage, and Temporary Construction Sanitary Facilities and Fire Extinguishers.
- 2.03 Drawing A003: **DELETE** item #1 under Partition Schedule Notes.
- 2.04 Drawing AD101: **ADD** Note to Demolition Plan – "NOTE: REMOVE ALL EXISTING FLOOR FINISHES DOWN TO CONCRETE SLAB THROUGHOUT."
- 2.05 Drawing A101: **REPLACE** sheet in its entirety to show revised layout for Mother's Room T05, Revised Room names for Toilet Rooms, and dimensions indicated clear space dimensions for the accessible route. **MODIFY** note number 37 to add "**Non-combustible or fire retardant**".
- 2.06 Drawing A110: **MODIFY** wall types around Board Room with attached sketch AD1-A09. **MODIFY** dimensions to Mother's Room layout with attached sketch AD1-A0x. (Width dimension to change from 7'-2 3/8" to 8'-11 1/8"). **MODIFY** dimension between grid lines 4.7 and 5.0 to read 9'-3".
- 2.07 Drawing A201: **ADD** Sign Type 8 to South Exterior Elevation with attached sketch AD1-A08.
- 2.08 Drawing A502: **MODIFY** Operable Partition Details Drawing A101 with attached sketch AD1-A01.
- 2.09 Drawing A550: **ADD** FRTW to all exposed 2x Premium Grade Plain Sliced White Maple locations.

- 2.10 Drawing A601: **ADD** 45 minute Fire-rating to the following doors: A142-3, A143-1, A144-1, and A145. Under Door and Frame Types, **ADD** 10" dimension to the bottom and middle stiles.
- 2.11 Drawing A602: **ADD "1-Hr Fire Rated"** to 15/A602, Window Type IW15.
- 2.12 Drawing A801: **UPDATE** Room Names in each Toilet Room to match A101. **ADD** ADA turning circle clearances. **ADD** dimensions to 1/A801, Toilet Diagram and Fountain diagram per attached sketch AD1-A02.
- 2.13 Drawing A808: **MODIFY** detail 10 with attached sketch AD1-A07.
- 2.14 Drawing A809: **ADD** dimensions to illustrate ADA compliance with attached sketches AD1-A03 and AD1-A04.
- 2.15 Drawing A810: **MODIFY** Kitchen A138 and Mother's Room plan layouts per attached sketches AD1-A10 and AD1-A11. **ADD** dimensions to Partial Plan at Lobby to show ADA compliance. **ADD** accessibility sign type 9 to Lobby West Wall per AD1-A11.
- 2.16 Drawing A851: **ADD** sign types 7, 8 and 9 with attached sketch AD1-A06.

Structural:

- 2.17 Drawing S101; **ADD** referenced drawing in entirety.

Electrical:

- 2.18 Drawing E101; **ADD** (1) daylight sensor in room A143. **ADD** (1) daylight sensor in room A144. **ADD** (1) daylight sensor in room A145. **ADD** weatherproof fire alarm horn/strobe at fire department connection.
- 2.19 Drawing E201; **REVISE** circuit for FPV-2.3 to type 'K'. **REVISE** circuit for FPV-2.4 to #12 conductors instead of #10s. **REVISE** circuit for FPV-3.5 to #12 conductors instead of #10s. **REVISE** circuit for FPV-3.10 to #12 conductors instead of #10s.
- 2.20 Drawing E601; **REVISE** breakers for FPV-1.1, 1.3, 1.4, 2.3, 2.4, 2.6, 3.1, 3.4, 3.5, 3.7, and 3.10 to match MOP listed on mechanical schedules.

Plumbing:

- 2.21 Drawing P000; **MODIFY** Code References and Referenced Design Standards tables to read as follows:

DESIGN CODE REFERENCES
PA - UCC PENNSYLVANIA UNIFORM CONSTRUCTION CODE
IBC2018 ICC - INTERNATIONAL BUILDING CODE; 2018
CHAPTER 11 AND APPENDIX "E" - ICC/ANSI A117.1; 2009

IMC2018 ICC - INTERNATIONAL MECHANICAL CODE; 2018
IPC2018 ICC - INTERNATIONAL PLUMBING CODE; 2018
IFC2018 ICC - INTERNATIONAL FIRE CODE; 2018 AS REFERENCED IN
INTERNATIONAL BUILDING CODE)
IECC2018 ICC - INTERNATIONAL ENERGY CONSERVATION CODE; 2018

REFERENCED DESIGN STANDARDS

NEMA NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFPA 13 NATIONAL FIRE PROTECTION ASSOCIATION - STANDARD FOR THE
INSTALLATION OF SPRINKLER SYSTEMS; 2016 EDITION OR MOST
RECENT EDITION ADOPTED BY AUTHORITY HAVING JURISDICTION,
INCLUDING ALL APPLICABLE AMENDMENTS AND SUPPLEMENTS.
NFPA 101 NATIONAL FIRE PROTECTION ASSOCIATION - CODE FOR SAFETY
TO LIFE FROM FIRE IN BUILDINGS AND STRUCTURES; 2018 EDITION
OR MOST RECENT EDITION ADOPTED BY AUTHORITY HAVING
JURISDICTION, INCLUDING ALL APPLICABLE AMENDMENTS AND
SUPPLEMENTS.

- 2.22 Drawing P101; **ADD** FCO and rework sanitary piping connection at Superintendent A141 with attached sketch AD1-P02
- 2.23 Drawing P301; **MODIFY** Note at existing water service entrance to read as follows:

Existing water service valving including pressure reducer, water meter, and backflow preventer, to remain. (E.T.R.)
Contractor shall replace existing meter isolation gate valves (Qty.4 - 1-1/2") with new ball valves. Provide replacement piping as required for new valve installation.
- 2.24 Drawing P301; **ADD** FCO at UniSex Toilet T03 with attached sketch AD1-P03.
- 2.25 Drawing P402; **REVISE** Domestic Water Heater Installation Detail with attached sketch AD1-P01.
- 2.26 Drawing P501; **ADD** Attached Drawing P501 – RISER DIAGRAMS – PLUMBING.
- 2.27 Drawing P502; **ADD** Attached Drawing P502 – RISER DIAGRAMS – PLUMBING.

Fire Protection:

- 2.28 Drawing FP000; **REPLACE** sheet in its entirety to show the following changes: **ADD** Inspectors Test Connection for Wet Pipe Sprinkler Systems. **ADD** Fire Protection Riser Check Valve Assembly Detail. **MODIFY** Design Code References and Referenced Design Standards tables. **MODIFY** General Note 1.
- 2.29 Drawing FP101; **ADD** the following notes to the sheet:

- a. All sprinklers installed within 2'-6" of any supply air diffuser shall be of the "Intermediate" temperature rating. FPC shall verify all locations and provide intermediate temperature heads in accordance with NFPA-13.
 - b. Per township ordinance all sprinkler test connections and drains shall discharge to the building exterior. Discharge of sprinkler test connections and drains to sanitary sewer connections is prohibited.
- 2.30 Drawing FP101; **MODIFY** Note at Fire Protection service entrance as follows:
- a. Connect new Hyd. Calc. FP main to outlet of existing riser check assembly. Provide new flow switch and reconnect existing FDC piping to new riser. Provide new drain elbow with ball drip valve on existing FDC connection and pipe to building exterior. Provide new inspectors test connection piped within closet to building exterior. Remove existing alarm bell (new electric audio-visual horn strobe shall be provided by E.C.). Provide new supervisory switches (Qty.3) on existing valving. Coordinate wiring of all devices with E.C. in field.

Mechanical

- 2.28 Drawing M100; **ADDED** fire dampers/access panels to transfer and return air ductwork on plan East side of building.
- 2.29 Drawing M600; **REVISED** Fan Powered VAV Box schedule.

BIDDERS QUESTIONS

- 3.01 **Question:** Does this job have union requirements?
Response: *Project is prevailing wage.*
- 3.02 **Question:** Do you have an estimated GC budget?
Response: *\$1.8 million.*
- 3.03 **Question:** What is the start date?
Response: *Anticipated start date to commence approximately 9 days after Bids are due, or February 1st.*
- 3.04 **Question:** What is the duration of construction?
Response: *Final completion is set for June 13, 2023.*
- 3.05 **Question:** Are liquidated damages included?
Response: *Yes, refer to Supplemental Instructions to Bidders, Bid Form, Contractor Integrity, Payment Procedures and Closeout Procedures in Volume 1 of the Specifications..*
- 3.06 **Question:** Is it shift work?
Response: *No.*

- 3.07 **Question:** The bid bond is a DRAFT and expired. Are they requiring that we use this form or would you like us to use our current A310-2020 form?
Response: *The draft form of the Bid Bond as part of the Volume 1 Specification manual is an acceptable form of the Bid Bond. Please provide original Bid Form (and one additional hard copy). Other forms of BID BONDS will be accepted as part of bid as long as they are provided with the bid. The current A310-2020 form will be acceptable.*
- 3.08 **Question:** Please provide insurance requirements.
Response: *See Specification Section 007000 - General Conditions, provided in Addendum 1.*
- 3.09 **Question:** The specification provided (072129) calls for greenfiber, which is typically a "loose fill" or wall spray insulation. I don't believe they have any products that can be installed on a ceiling by itself. Also, can we get a confirmation on the required R-value?
Response: *Sanctuary's literature indicates that it can be used in ceilings. However, if the product cannot, the intent is to provide an open-cell insulation with vapor permeability that can be spray-applied to the underside of the existing metal deck with no need for encapsulation due to flammability. Another product that could meet this criteria is BASF Enerlite Open-cell Spray Polyurethane foam with No-Burn, Inc. product Plus ThB applied to the surface. R-Value: R14.*
- 3.010 **Question:** What is the estimated Mechanical Construction cost?
Response: *\$435,000.*
- 3.011 **Question:** The specifications state that lead remediation is by each contractor. How much lead is on this project?
Response: *None anticipated.*
- 3.012 **Question:** There are no Temporary Facilities specifications. What will be required for temporary HVAC and utility/fuel usage charges and who will provide it?
Response: *See Specification Section 015100 – Temporary Utilities and Facilities under Volume 1 specification manual. Specification begins on page 263 of 304.*
- 3.013 **Question:** Please advise if this is summer of '23 work.
Response: *Work is to start in February 2023.*
- 3.014 **Question:** Is there a Maintenance term/bond required for this project?
Response: *No, a Maintenance bond is not required. Warranty requirements are stipulated under Section 007000a General Conditions, Section 015100 – Temporary Utilities and Facilities, Section 017810 – Warranties and Bonds and individual specification sections in Divisions 2 through 33.*

- 3.015 **Question:** Verifying that the Sub/Suppliers list is to be submitted upon award and not with the bid?
Response: *Correct. Provide Sub/Suppliers list upon award.*
- 3.016 **Question:** Specification 123216 – can the AWI requirements be waived if they are built to AWI standards?
Response: *Yes, this is acceptable. The AWI requirements can be waived if they casework is built to AWI standards.*
- 3.017 **Question:** Are the floors already demo'd? I didn't see anything on the demo plans to demo the floors.
Response: *No. Floor finishes throughout need to be removed. See item 2.04 above.*
- 3.018 **Question:** What is the estimated project value?
Response: *Estimated project value for contracts 1-4 is \$3.75 million.*

ATTACHMENTS

General:

None at this time

Specifications:

002000b	Instructions to Bidders
005200b	A101-2017 – Agreement Between Owner & Contractor
007000	General Conditions
007000a	A201-2017 - General Conditions
051200	Structural Steel
101419	Dimensional Letter Signage

Drawings:

A001	Code Review Sheet
A101	First Floor Plan
S101	Partial Framing Plans, Details and Structural Notes
M100	First Floor Plan – Mechanical
M600	Schedules – Mechanical
E601	Schedules - Electrical
P501	Riser Diagrams - Plumbing
P502	Riser Diagrams – Plumbing

FP-000 Coversheet – Fire Protection

Sketches:

AD1-A01	Modifications to Operable Partition Details
AD1-A02	Modifications to Drawing A801
AD1-A03	Modifications to Board Room Plan & Elevation
AD1-A04	Modifications to Board Room Plan
AD1-A05	Modifications to Reception Desk Plan
AD1-A06	Additional Sign Types
AD1-A07	Modifications to Casework in Vestibule V03
AD1-A08	Added Accessibility Sign to Exterior
AD1-A09	Modified Wall Types and Dimensions at Board Room A144
AD1-A10	Modifications to 1/A810
AD1-A11	Revised Elevations in Kitchen, Lobby & Mother's Room
AD1-P01	Revised Water Heater Detail
AD1-P02	FCO Addition at Superintendent A141
AD1-P03	FCO Addition at Toilet T03

END OF ADDENDUM

CODE COMPLIANCE:

- PA Uniform Construction Code, Act 45 of 1999 (PAUCC)
- ICC 2018 PA Adopted Sections
- ICC 2018 PA Adopted Accessibility Code Sections (IBC, IEBC, IPC, ISPSC)
- 2018 International Building Code, Chapter 11 and Appendix "E" (ADA)
- ICC ANSI A117.1-2009 (ADA)
- 2018 International Building Code (IBC)
- 2018 International Energy Conservation Code (IECC)
- 2018 International Existing Building Code
- 2018 International Fire Code (IFC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Mechanical Code (IMC)
- 2018 International Plumbing Code (IPC)
- 2017 International Electrical Code (IEC)
- 2016 NFPA 13 (Sprinklers)
- 2016 NFPA 72 (Alarms)

PROJECT DESCRIPTION: THE PROJECT INCLUDES RENOVATION OF AN EXISTING 18,153 SF BUILDING ON 100 LINDENWOOD DRIVE, IN MALVERN, PA. JURISDICTION: EAST WHITELAND TOWNSHIP. WORK INCLUDES INTERIOR DEMOLITION AND INTERIOR FIT-OUT FOR NEW DISTRICT OPERATIONS OFFICES FOR THE GREAT VALLEY SCHOOL DISTRICT.

INTERNATIONAL EXISTING BUILDING CODE, 2018

CHAPTER 5: CLASSIFICATION OF WORK
SECTION 505: ALTERATION LEVEL 3
 505.1 SCOPE:
 LEVEL 3 ALTERATIONS APPLY WHERE THE WORK AREA EXCEEDS 50 PERCENT OF THE BUILDING AREA.

INTERNATIONAL BUILDING CODE, 2018

CHAPTER 3: USE AND OCCUPANCY CLASSIFICATION
SECTION 302: CLASSIFICATION
 BUSINESS GROUPS
 ACCESSORY ASSEMBLY, GROUP A-3
CHAPTER 6: TYPES OF CONSTRUCTION
TABLE 601: FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

CONSTRUCTION TYPE (IB (ASSUMED))	0
STRUCTURAL FRAME (COLUMNS, GIRDERS, TRUSSES)	0
BEARING WALLS (INTERIOR, EXTERIOR)	0
NON-BEARING WALLS (INTERIOR, EXTERIOR)	0
FLOOR CONSTRUCTION (INCLUDING BEAMS & JOISTS)	0
ROOF CONSTRUCTION (INCLUDING BEAMS & JOISTS)	0

CHAPTER 8: INTERIOR FINISHES

SECTION 803: WALL AND CEILING FINISHES
SECTION 803.1.1: INTERIOR WALL AND CEILING FINISH MATERIALS
 - CLASS A: FLAME SPREAD 0-25; SMOKE-DEVELOPED INDEX 0-450
 - CLASS B: FLAME SPREAD 26-75; SMOKE-DEVELOPED INDEX 0-450
 - CLASS C: FLAME SPREAD 76-200; SMOKE-DEVELOPED INDEX 0-450

SECTION 804: INTERIOR FLOOR FINISH
SECTION 804.1: MINIMUM CRITICAL RADIANT FLUX
 INTERIOR FLOOR FINISH AND FLOOR COVERING MATERIALS IN EXIT ENCLOSURES, EXIT PASSAGEWAYS AND CORRIDORS SHALL NOT BE LESS THAN CLASS I IN GROUPS I-1, I-2 AND I-3 AND NOT LESS THAN CLASS II IN GROUPS A, B, E, H, M, R-1, R-2 AND S. IN ALL AREAS, FLOOR COVERING MATERIALS SHALL COMPLY WITH THE DCC F-1 "PILL TEST" (CSPC, 16 CFR, PART 1630).

SECTION 805: COMBUSTIBLE MATERIALS IN TYPES I AND II CONSTRUCTION
SECTION 805.1: APPLICATION
 COMBUSTIBLE MATERIALS INSTALLED ON OR EMBEDDED IN FLOORS OF BUILDINGS OF TYPE I OR II CONSTRUCTIONS SHALL COMPLY WITH SECTIONS 805.1.1 THROUGH 805.1.3. EXCEPTION: STAGES AND PLATFORMS CONSTRUCTED IN ACCORDANCE WITH SECTIONS 410.3 AND 410.4, RESPECTIVELY.

CHAPTER 9: FIRE PROTECTION SYSTEMS
SECTION 903: AUTOMATIC SPRINKLER SYSTEMS
 EXISTING BUILDING FULLY EQUIPPED THROUGHOUT WITH AUTOMATIC SPRINKLER SYSTEM.
SECTION 906: PORTABLE FIRE EXTINGUISHERS
SECTION 906.1: WHERE REQUIRED
 1. IN NEW AND EXISTING GROUP A, B, E, F, H, I, M, R-1, R-2, R-4 AND S OCCUPANCIES.
 OCCUPANCY: 2-A
 - MINIMUM RATED EXTINGUISHER: 11,250 SQUARE FEET
 - MAX FLOOR AREA FOR EXTINGUISHER: 75 FEET
 - MAXIMUM TRAVEL DISTANCE: 75 FEET

SECTION 907: FIRE ALARM AND DETECTION SYSTEMS
SECTION 907.2.2: GROUP B
 A MANUAL FIRE ALARM SYSTEM SHALL BE INSTALLED IN GROUP B OCCUPANCIES WHERE ONE OF THE FOLLOWING CONDITIONS EXISTS:
 1. THE COMBINED GROUP B OCCUPANT LOAD OF ALL FLOORS IS 500 OR MORE.
 2. THE GROUP B OCCUPANT LOAD IS MORE THAN 100 PERSONS ABOVE OR BELOW THE LOWEST LEVEL OF EXIT DISCHARGE.
 3. THE FIRE AREA CONTAINS AN AMBULATORY CARE FACILITY.
 EXCEPTION: MANUAL FIRE ALARM BOXES ARE NOT REQUIRED WHERE THE BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.1.1 AND THE OCCUPANT NOTIFICATION APPLIANCES WILL ACTIVATE THROUGHOUT THE NOTIFICATION ZONES UPON SPRINKLER WATER FLOW.

CHAPTER 10: MEANS OF EGRESS
SECTION 1004: OCCUPANT LOAD
TABLE 1004.1: MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT
 - ACCESSORY STORAGE AREAS: 300 GROSS
 - ASSEMBLY WITHOUT FIXED SEATS (CONCENTRATED): 7 NET
 - ASSEMBLY WITHOUT FIXED SEATS (UNCONCENTRATED): 15 NET

SECTION 1005: EGRESS WIDTH
SECTION 1005.1: MINIMUM REQUIRED EGRESS WIDTH
 THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY 0.3 INCHES PER OCCUPANT FOR STAIRWAYS AND BY 0.2 INCHES PER OCCUPANT FOR OTHER EGRESS COMPONENTS.
SECTION 1005.2: DOOR ENCROACHMENT
 DOORS, WHEN FULLY OPENED, AND HANDRAILS SHALL NOT REDUCE THE REQUIRED MEANS OF EGRESS WIDTH BY MORE THAN 7 INCHES.

SECTION 1017: EXIT ACCESS TRAVEL DISTANCE
SECTION 1017.1: GENERAL
 TRAVEL DISTANCE WITHIN THE EXIT ACCESS PORTION OF THE MEANS OF EGRESS SYSTEM SHALL BE IN ACCORDANCE WITH THIS SECTION.

SECTION 1018: EXIT DISCHARGE
SECTION 1018.1: GENERAL
 EXITS SHALL DISCHARGE DIRECTLY TO THE EXTERIOR OF THE BUILDING. THE EXIT DISCHARGE SHALL BE AT GRADE OR SHALL PROVIDE A DIRECT PATH OF EGRESS TRAVEL TO GRADE. THE EXIT DISCHARGE SHALL NOT REENTER A BUILDING. THE COMBINED USE OF EXCEPTIONS 1 AND 2 SHALL NOT EXCEED 50 PERCENT OF THE NUMBER AND MINIMUM WIDTH OR REQUIRED CAPACITY OF THE REQUIRED EXITS.

SECTION 1022: NUMBER OF EXITS AND CONTINUITY
SECTION 1022.1: GENERAL
 EXITS SHALL COMPLY WITH SECTION 1022 THROUGH 1027 AND APPLICABLE REQUIREMENTS OF SECTIONS 1003 THROUGH 1015. AN EXIT SHALL NOT BE USED FOR ANY PURPOSE THAT INTERFERES WITH ITS FUNCTION AS A MEANS OF EGRESS. ONCE A GIVEN LEVEL OF EXIT PROTECTION IS ACHIEVED, SUCH A LEVEL OF PROTECTION SHALL NOT BE REDUCED UNTIL ARRIVAL AT THE EXIT DISCHARGE. EXITS SHALL BE CONTINUOUS FROM THE POINT OF ENTRY INTO THE EXIT TO THE EXIT DISCHARGE.

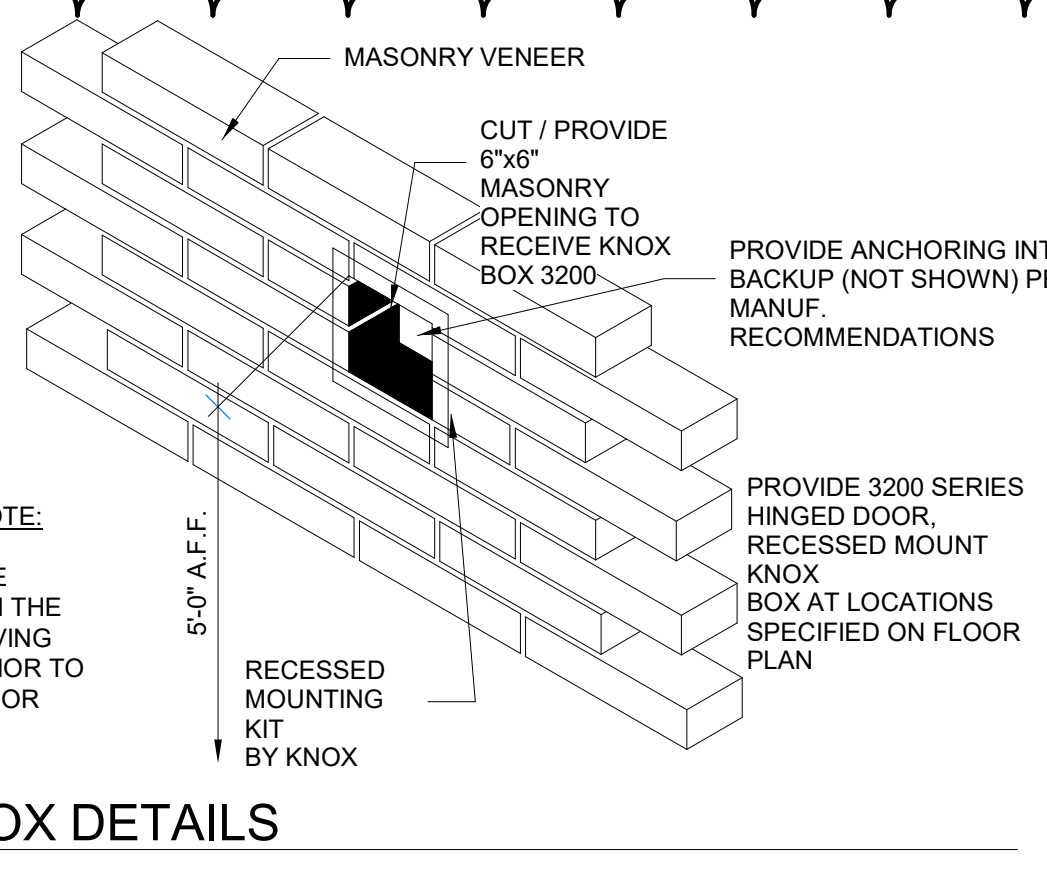
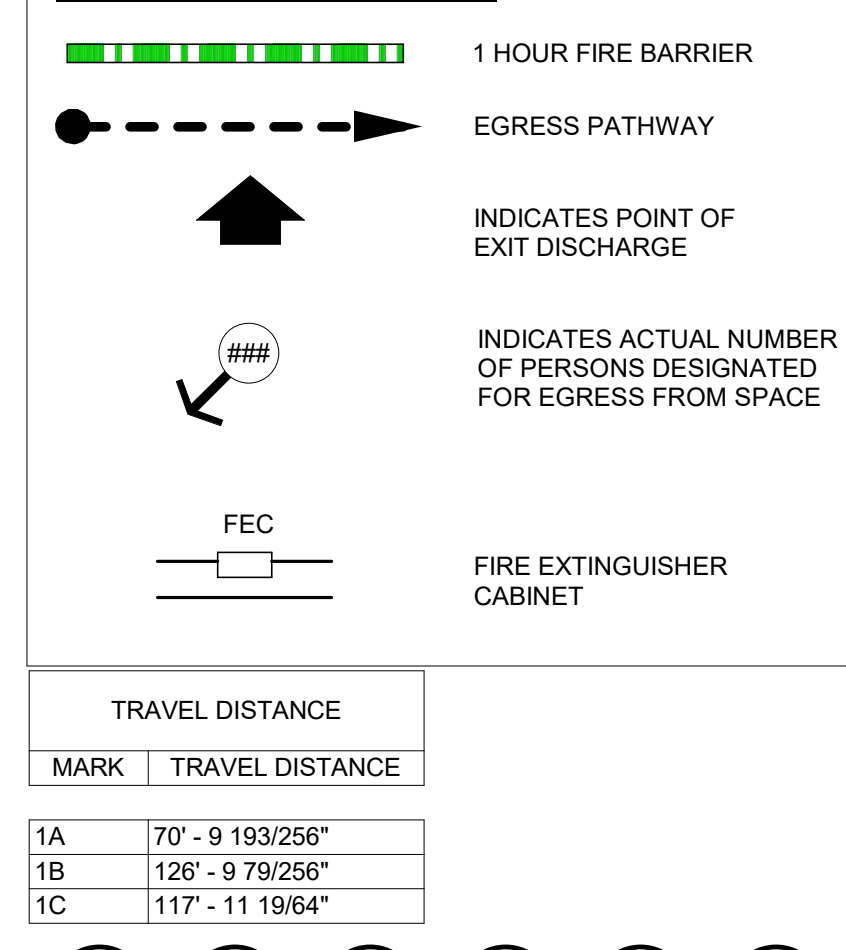
SECTION 1028: EXIT DISCHARGE
SECTION 1028.1: GENERAL
 EXITS SHALL DISCHARGE DIRECTLY TO THE EXTERIOR OF THE BUILDING. THE EXIT DISCHARGE SHALL BE AT GRADE OR SHALL PROVIDE A DIRECT PATH OF EGRESS TRAVEL TO GRADE. THE EXIT DISCHARGE SHALL NOT REENTER A BUILDING. THE COMBINED USE OF EXCEPTIONS 1 AND 2 SHALL NOT EXCEED 50 PERCENT OF THE NUMBER AND MINIMUM WIDTH OR REQUIRED CAPACITY OF THE REQUIRED EXITS.

CHAPTER 11: ACCESSIBILITY
SECTION 1109: OTHER FEATURES AND FACILITIES
SECTION 1109.2: WATER CLOSET COMPARTMENT
 WHERE WATER CLOSET COMPARTMENTS ARE PROVIDED IN A TOILET ROOM OR BATHING ROOM, AT LEAST ONE WHEELCHAIR-ACCESSIBLE COMPARTMENT SHALL BE PROVIDED. WHERE THE COMBINED TOTAL WATER CLOSET COMPARTMENTS AND URINALS PROVIDED IN A TOILET ROOM OR BATHING ROOM IS SIX OR MORE, AT LEAST ONE AMBULATORY ACCESSIBLE WATER CLOSET COMPARTMENT SHALL BE PROVIDED IN ADDITION TO THE WHEELCHAIR-ACCESSIBLE COMPARTMENT.
SECTION 1109.5.1: MINIMUM NUMBER
 NO FEWER THAN TWO DRINKING FOUNTAINS SHALL BE PROVIDED. ONE DRINKING FOUNTAIN SHALL COMPLY WITH THE REQUIREMENTS FOR PEOPLE WHO USE A WHEELCHAIR AND ONE DRINKING FOUNTAIN SHALL COMPLY WITH THE REQUIREMENTS FOR STANDING PERSONS. EXCEPTION: A SINGLE DRINKING FOUNTAIN THAT COMPLIES WITH THE REQUIREMENTS FOR PEOPLE WHO USE WHEELCHAIRS AND STANDING PERSONS SHALL BE PERMITTED TO BE SUBSTITUTED FOR TWO SEPARATE DRINKING FOUNTAINS.

CHAPTER 12: INTERIOR ENVIRONMENT
SECTION 1209: ACCESS TO UNOCCUPIED SPACES
SECTION 1209.3: MECHANICAL APPLIANCES
 ACCESS TO MECHANICAL APPLIANCES INSTALLED IN UNDER-FLOOR AREAS, IN ATTIC SPACES AND ON ROOFS OR ELEVATED STRUCTURES SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE.

CHAPTER 29: PLUMBING SYSTEMS (REFERENCE PHILADELPHIA PLUMBING CODE, SECTION P-701.0)
 -SEE CHART TO RIGHT OF SHEET A001

SYMBOL KEY



BUILDING CONSTRUCTION DATA (CHAPTER 5 OF IBC 2015)

AREA	GROUP	CONSTRUCTION TYPE	BUILDING AREA	ALLOWABLE AREA	MAXIMUM HEIGHT	ALLOWABLE HEIGHT
FIRE AREA 1	BUSINESS - 'B'	** IIB - ANY NONCOMBUSTIBLE MATERIAL PERMITTED BY CODE	18,153 SF	** 43,500 SF	14'-8"	75 FEET, 3 STORIES

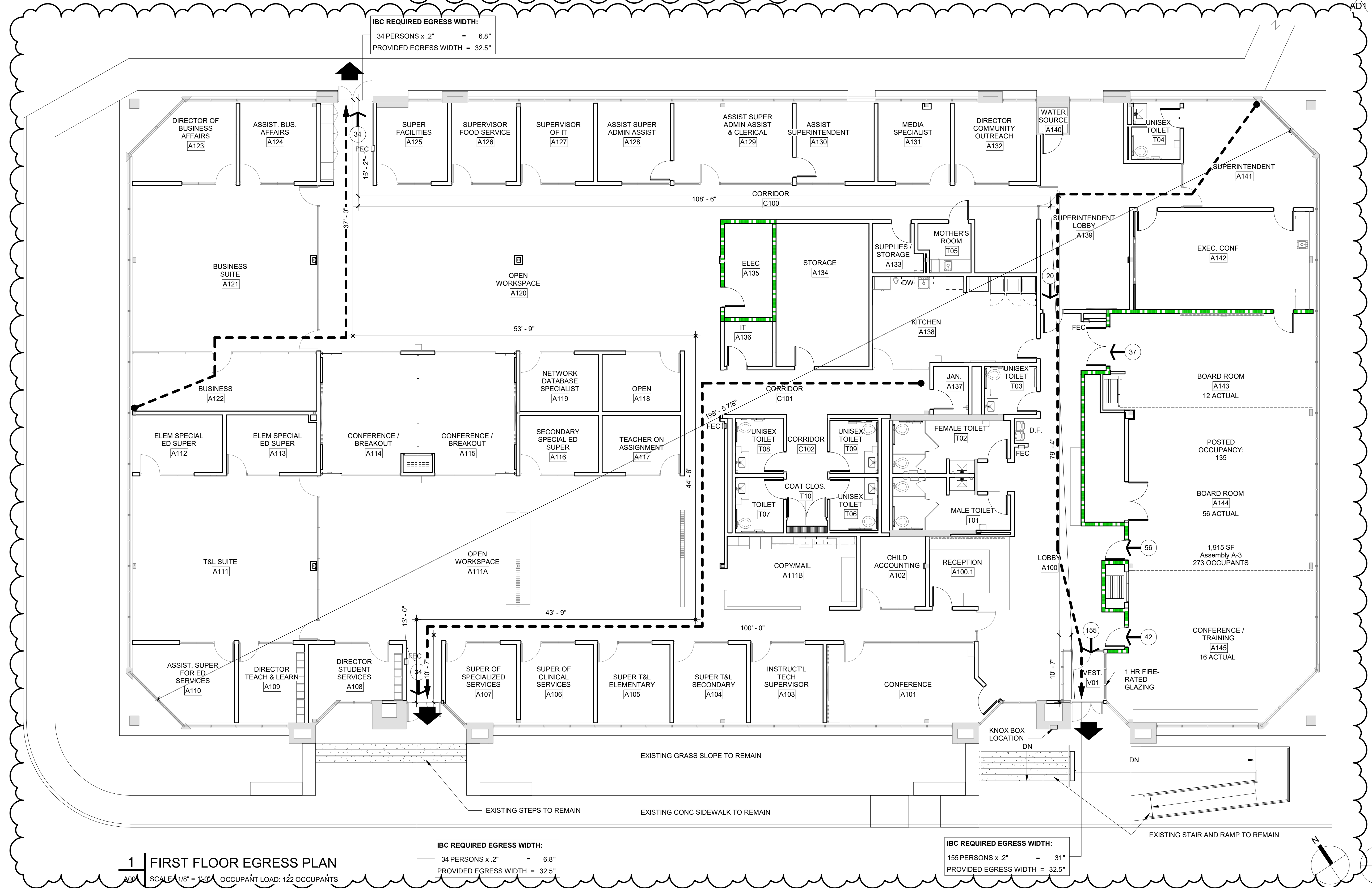
OCCUPANCY 'E': SM = BUILDINGS TWO OR MORE STORIES ABOVE GRADE PLANE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1
 * EXCEPTIONS PERMITTED BY SECTION 803. COMBUSTIBLE MATERIAL IN TYPE I AND II CONSTRUCTION.
 ** FRONTAGE INCREASE ALLOWED BY CODE, BUT NOT NEEDED FOR CONFORMANCE WITH ALLOWABLE AREA CALCULATION; THEREFORE NOT INCLUDED.

OCCUPANCY CALCULATIONS (CHAPTER 10 OF IBC 2015)

OCCUPANCY	SF	NET	OCCUPANTS
BUSINESS OCCUPANCY	16,238 SF	150 GROSS	109 OCCUPANTS
ASSEMBLY A-3 OCCUPANCY	1,915 SF	7 NET	273 OCCUPANTS
TOTAL			382 TOTAL OCCUPANTS

INTERNATIONAL PLUMBING CODE (TABLE 2902.1 MINIMUM NUMBER OF PLUMBING FIXTURES)

OCCUPANCY	FIXTURES	REQUIRED
BUSINESS OCCUPANCY	109 OCCUPANTS	AD1
WATER CLOSETS	1 PER 25 FOR FIRST 50 AND 1 PER 50 FOR REMAINDER EXCEEDING 50	= 4
LAVATORIES	1 PER 40 FOR FIRST 80 AND 1 PER 80 FOR REMAINDER EXCEEDING 80	= 3
DRINKING FOUNTAINS	1/100 = 2	= 1 REQUIRED
WATER CLOSETS	1 PER 25 FOR FIRST 50 AND 1 PER 50 FOR REMAINDER EXCEEDING 50	= 4
LAVATORIES	1 PER 40 FOR FIRST 80 AND 1 PER 80 FOR REMAINDER EXCEEDING 80	= 3
DRINKING FOUNTAINS	1/100 = 2	= 1 REQUIRED
WATER CLOSETS	MALE: 1/125 FEMALE: 1/65	= 2 = 3
LAVATORIES	1/200	= 3
DRINKING FOUNTAINS	1/500 = 1	= 1 REQUIRED
SERVICE SINKS		= 1 REQUIRED

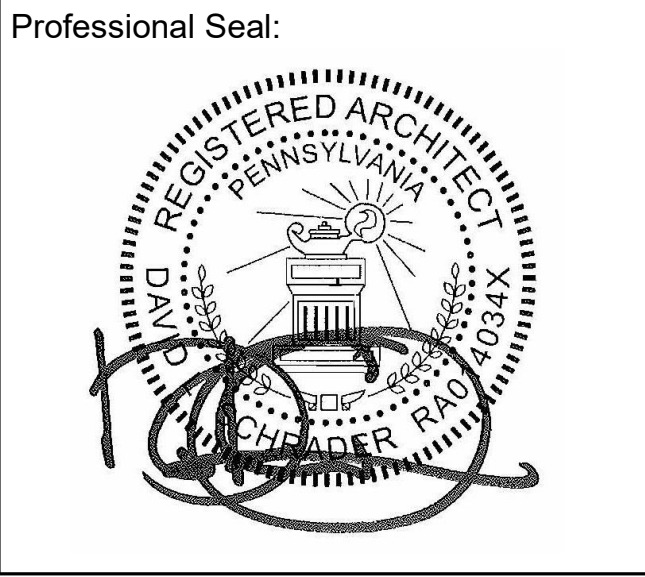


1 | FIRST FLOOR EGRESS PLAN
 SCALE: 1/8" = 1'-0"
 OCCUPANT LOAD: 122 OCCUPANTS

SCHRADERGROUP
 161 Leverington Ave, Suite 105
 Philadelphia, PA 19127
 p: 215 482 7440
 f: 215 482 7441
 www.sgarc.com

Consultants:
 MEP:
 Snyder Hoffman Associates
 1005 West Lehigh Street
 Bethlehem, PA 18018
 610.694.8020

Structural Engineer
 SchraderGroup Architecture, LLC
 153 E. King Street, Ste 211-212
 Lancaster, PA 17602
 717.299.8965



Owner:
 GREAT VALLEY SCHOOL DISTRICT
 301 LINDENWOOD DRIVE SUITE 210
 MALVERN, PA 19355

Renovations to:
GVSD - DISTRICT ADMINISTRATION OFFICE
 100 LINDENWOOD DRIVE
 MALVERN, PA 19355

ISSUED FOR:

NO.	DESCRIPTION	DATE
AD1	ADDENDUM #1	01.04.23

DATE: 12/21/2022
SG PROJECT NUMBER: 22-025

Key Plan:

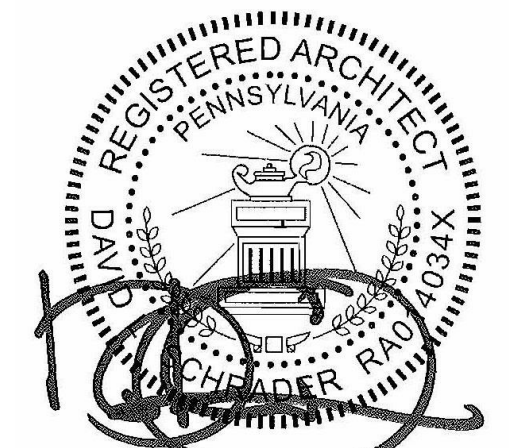
Drawing Title:
CODE REVIEW
 Drawing Number:
A001

Consultants:

MEP:
 Snyder Hoffman Associates
 1005 West Lehigh Street
 Bethlehem, PA 18018
 610.694.8020

Structural Engineer
 SchraderGroup Architecture, LLC
 153 E. King Street, Ste 211-212
 Lancaster, PA 17602
 717.299.8965

Professional Seal:



Owner:
 GREAT VALLEY SCHOOL DISTRICT
 301 LINDENWOOD DRIVE SUITE 210
 MALVERN, PA 19355

Renovations to:
GVSD - DISTRICT ADMINISTRATION OFFICE
 100 LINDENWOOD DRIVE
 MALVERN, PA 19355

ISSUED FOR:

NO.	DESCRIPTION	DATE
AD1	ADDENDUM #1	01.04.23

DATE: 12/21/2022

SG PROJECT NUMBER: 22-025

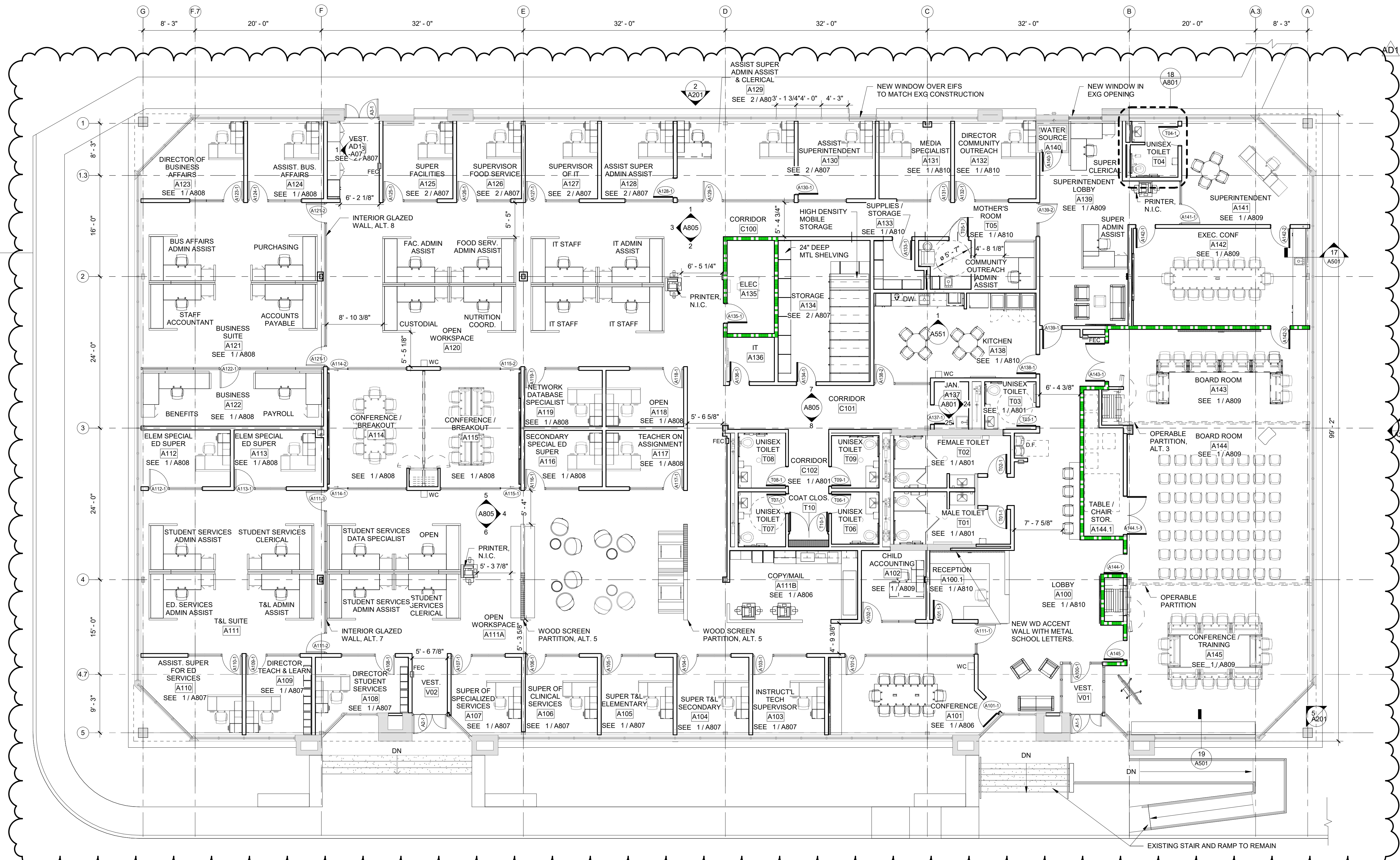
Key Plan:

Drawing Title:

FIRST FLOOR PLAN

Drawing Number:

A101



1 FIRST FLOOR PLAN
 A101 SCALE: 1/8" = 1'-0"

GENERAL NOTES

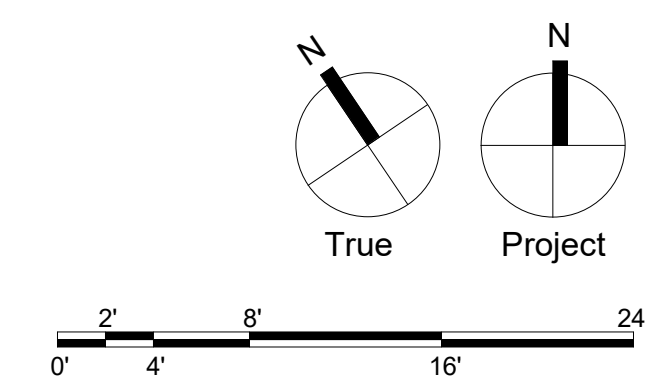
- THE CONTRACTOR SHALL INVESTIGATE JOB SITE TO COMPARE CONTRACT DOCUMENTS AND EXISTING CONDITIONS. INCLUDE COST FOR ALL WORK DESCRIBED IN CONTRACT DOCUMENTS AND REQUIRED OR IMPLIED BY EXISTING CONDITIONS. NOTIFY ARCHITECT OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND NEW WORK, OMISSIONS OR CONFLICTS IN THE DRAWINGS AND ANY RESTRICTIONS RELATED TO THE EXECUTION OF THE WORK.
- THE CONTRACTOR SHALL COMPLY AND COORDINATE ALL WORK WITH THEIR SUBCONTRACTORS OR OTHER PRIME CONTRACTORS.
- THE CONTRACTOR SHALL COORDINATE SCHEDULING, PROVISIONS FOR INSTALLATION, LOCATIONS AND THE ACTUAL INSTALLATION OF ITEMS FURNISHED BY OWNER OR BY OTHERS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND IS RESPONSIBLE FOR ALL PHASES INCLUDING BIDDING, FABRICATION, COORDINATION AND CONSTRUCTION. CONTRACT DRAWINGS ARE NOT INTENDED TO REPRESENT EXACT DIMENSIONS.
- DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DETAILS.
- THE CONTRACTOR SHALL SUBMIT FOR ARCHITECT'S REVIEW PRIOR TO FABRICATION OR PURCHASE. SHOP DRAWINGS OR SAMPLES FOR ALL MILLWORK, CUSTOM METALWORK, CUSTOM CASEWORK, AND ALL OTHER ITEMS AS REQUESTED BY THE ARCHITECT FOR ALL ABOVE BUILDING STANDARD ITEMS.
- CHANGES IN DRAWINGS OR ACTUAL WORK SHALL BE ISSUED BY THE ARCHITECT.
- PERFORM ALL WORK AND INSTALL MATERIALS IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS AND IN A MANNER CONSISTENT WITH INDUSTRY STANDARD OF WORKMANSHIP.
- THE CONTRACTOR SHALL EXAMINE ALL SURFACES TO DETERMINE THAT THEY ARE SOUND, DRY, CLEAN AND READY TO RECEIVE FINISHES PRIOR TO INSTALLATION. START OF INSTALLATION SHALL IMPLY ACCEPTANCE OF SUBSTRATE AND SHALL NOT BE GROUNDS FOR CLAIMS AGAINST IMPROPER PERFORMANCE OF INSTALLED MATERIALS. ADVISE ARCHITECT OF ANY EXISTING CONSTRUCTION NOT LEVEL, SMOOTH AND PLUMB WITHIN INDUSTRY STANDARDS PRIOR TO START OF CONSTRUCTION.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL NECESSARY COVERINGS, PROTECTIVE ENCLOSURES, TEMPORARY DOORS AND PARTITIONS AND DUST BARRIERS TO PROTECT ALL OCCUPANTS AND EXISTING WORK AND FINISHES TO REMAIN. LOCATION OF SUCH PROTECTION SHALL BE VERIFIED WITH OWNER AND LOCAL CODE OFFICIALS FOR EGRESS CONFORMANCE. PRIOR TO COMMENCING WORK AND IN COORDINATION WITH PROGRESSION OF WORK SCHEDULE. PERFORM WORK IN A MANNER THAT WILL AVOID HAZARDS TO PERSONS IN ADJACENT AREAS AND THAT WON'T INTERFERE WITH WORK OR PASSAGE TO ANY OF THESE AREAS. REPAIR AND REPLACE ANY DAMAGES CAUSED BY IMPROPER PROTECTIONS AT NO ADDITIONAL CHARGE TO OWNER.
- WORK DAMAGED DURING CONSTRUCTION OR NOT CONFORMING TO SPECIFIED STANDARDS, TOLERANCES OR MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION SHALL BE REPLACED, BY THE CONTRACTOR, AT NO ADDITIONAL CHARGE TO THE OWNER.
- THE CONTRACTOR SHALL MAINTAIN ALL EXITS, EXIT LIGHTING, FIRE PROTECTION DEVICES AND LIFE SAFETY SYSTEMS IN WORKING ORDER. CONTRACTOR TO PROVIDE TEMPORARY FIRE EXTINGUISHERS DURING THE COURSE OF CONSTRUCTION AS REQ'D BY THE AUTHORITIES HAVING JURISDICTION.
- EXIT DOORS, EGRESS DOORS, AND OTHER DOORS REQUIRED FOR MEANS OF EGRESS SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
- CONTRACTOR SHALL FULLY AQUANT HIMSELF WITH THE CONDITIONS OF THE CONTRACT, LOCAL CONDITIONS RELATING TO LOCATION, ACCESSIBILITY AND GENERAL CHARACTER OF THE CONSTRUCTION SITE AND LOCAL LABOR CONDITIONS SO THAT HE UNDERSTANDS THE NATURE, EXTENT, DIFFICULTIES, AND RESTRICTIONS RELATED TO THE EXECUTION OF WORK. NOTIFY ARCHITECT OF ALL DISCREPANCIES PRIOR TO COMMENCING WORK.
- ALL PLYWOOD SHEATHING TO BE FIRE RETARDANT. ALL WOOD BLOCKING IN FIRE RATED ASSEMBLIES TO BE FIRE RETARDANT.
- ALL WOOD ON EXTERIOR WALLS AND ROOF TO BE MOISTURE RESISTANT.
- IN ALL INSTANCES WHERE WORK IS BEING CORRECTED OR REPAIRED, CONTRACTOR IS TO REPAIR ENTIRE WALL TO NEAREST CORNER OR BREAKLINE WHERE WALL CHANGES DIRECTION.
- CONTRACTOR TO COORDINATE WITH E.C. THE MOUNTING HEIGHT OF ALL SWITCHES AND OUTLETS AT MILLWORK, COUNTERTOPS, SHELVING, SINKS, ETC.
- CONTRACTOR IS TO PROVIDE ALL MISC. FRAMING, BLOCKING, ETC. TO HANG SCREENS, BULLETIN BOARDS, RAILS, TOILET ACCESSORIES, WOODWORK, ETC.
- CONTROL JOINTS IN GYPSUM BOARD PARTITIONS AND GYPSUM BOARD CEILINGS SHALL BE SPACED AS FOLLOWS:
 PARTITIONS - 30 FT. MAXIMUM IN EITHER DIRECTION.
 INTERIOR CEILINGS - 30 FT. MAXIMUM IN EITHER DIRECTION.
 EXTERIOR CEILINGS - 30 FT. MAXIMUM IN EITHER DIRECTION.

ADD ALTERNATES

- ALL PENETRATIONS THROUGH RATED WALLS ARE TO BE SEALED TO MAINTAIN INTEGRITY OF WALL CONSTRUCTION AND RATING (ASTM E814 SYSTEM BY 3M, HILTI, OR SIM).
- ALL INSULATION EXPOSED TO CEILING PLENUM IS TO BE FIRE AND DUST PROOF.
- ALL NEW SUPPLY AIR AND RETURN GRILLES SHALL BE LOCATED IN THE CENTER LINE OF ACOUSTICAL TILES UNLESS OTHERWISE INDICATED ON PLANS.
- CONTRACTOR SHALL COMPLY WITH MANUFACTURER'S INSTRUCTIONS WHEN RELOCATING AND/OR INSTALLING ANY EQUIPMENT AND FURNISHINGS.
- CONTRACTOR SHALL VERIFY EQUIPMENT LOCATIONS WITH OWNER PRIOR TO INSTALLATION.
- ALL PENETRATIONS THROUGH DRYWALL AND MASONRY SURFACES INCLUDING BUT NOT LIMITED TO PIPE, CONDUIT, DUCTWORK, GRILLES, REGISTERS, DEVICE BOXES, HANGER RODS, ETC. SHALL HAVE THEIR COMMON JOINTS WITH DRYWALL AND/OR MASONRY CALKED TO PROVIDE AN AIR-TIGHT SEAL.
- CONTRACTOR TO REMOVE ANY STRAY PAINT, DIRT, OR STAINS INCURRED DURING THE CONSTRUCTION PROCESS. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TEMPORARY EQUIPMENT COVERINGS USED DURING CONSTRUCTION AND HE SHALL ALSO BE RESPONSIBLE FOR REMOVING HIS TRASH OFF OF THE JOB SITE DAILY.
- THE CONTRACTOR SHALL PERFORM ALL CUTTING AND WELDING IN COMPLIANCE WITH THE PUBLISHED STANDARDS OF NFPA. THE CONTRACTOR SHALL PROVIDE FIRE WATCHES FOR ALL CUTTING, GRINDING, AND WELDING OPERATIONS. THE TRAINING OF THESE FIRE WATCHES AND THE USE OF THE CONTRACTOR'S SUPPLIED FIRE EXTINGUISHERS IS THE RESPONSIBILITY OF THE CONTRACTOR.
- REFER TO MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR DETAILS OF UTILITY WALL PENETRATIONS.
- ALL FIXTURES LABELED * * * INDICATE HANDICAP FIXTURES.
- WHERE TWO DISSIMILAR METALS MEET, PAINT FACE OF ONE WITH BITUMINOUS PAINT.
- ALL EXTERIOR ENTRANCE DOORS AND FRAMES TO RECEIVE PERIMETER WEATHER STRIPPING AS PER SPECIFICATIONS.
- CONTRACTOR IS TO PROVIDE STUD BRACING AS REQUIRED FOR METAL STUD PARTITIONS ABOVE 10'-0".
- ANY AREA OUTSIDE THE LIMITS OF CONSTRUCTION DISTURBED BY OPERATIONS OF THE CONTRACTOR SHALL BE RESTORED AT THE CONTRACTORS EXPENSE.
- ALL CONCRETE WALKS, ASPHALT, CURBS AND LANDSCAPING DAMAGED DURING CONSTRUCTION ARE TO BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL WEEP JOINTS AROUND WINDOWS AND EXTERIOR DOORS STRAIGHT FRONT AND BACK.
- 2 X 6 CONTINUOUS NON-COMBUSTIBLE OR FIRE RETARDANT WOOD BLOCKING (OR METAL BLOCKING) SHALL BE PROVIDED AT DRYWALL PARTITIONS FOR ALL CABINET WORK AT TOP AND BOTTOM OF WALL MOUNTED UNITS AND UNDER COUNTER TOP LEVEL OF BASE CABINET. ALL OPEN FACE SHELVING UNITS SHALL HAVE CONCEALED ANCHOR BRACKETS.
- ALL EXTERIOR WINDOWS, DOORS, COVERS, VENTS, EXHAUST FANS, PIPE PENETRATIONS, AND ALL OTHER PENETRATIONS THRU EXTERIOR WALLS SHALL BE SEALED AROUND ENTIRE PERIMETER WITH SEALANT, (BOTH ON EXTERIOR AND INTERIOR SIDES).
- ALL INTERIOR PARTITIONS WHICH RECEIVE CERAMIC TILE SHALL BE 20 GA. MIN. AT 16" O.C. WITH HORIZONTAL COLD ROLLED STIFFENER CHANNELS AT 4'-0" O.C. (MAX.) AND EXTEND FROM FINISHED FLOOR TO STRUCTURE ABOVE. 20 GA. DIAGONAL STUD KICKERS MUST ALSO BE INSTALLED AT EVERY OTHER VERTICAL STUD ABOVE CEILING FOR WALLS WITH CERAMIC TILING EXTENDING ABOVE 6'-0".
- FIRE EXTINGUISHER CABINETS TO BE MOUNTED 4'-0" A.F.F. TO TOP MAXIMUM AS PER ACCESSIBILITY REQUIREMENTS. (FIRE EXTINGUISHERS WITH GROSS WEIGHT OVER 40LBS. MUST BE MOUNTED 3'-6" MAX.). CLEARANCE BETWEEN THE BOTTOM OF THE FLOOR AND THE EXTINGUISHER MAY NOT BE LESS THAN 4").
- REPAIR AND/OR REPLACE EXISTING ITEMS NOT SCHEDULED OR NOTED TO BE DEMOLISHED, AND NOT SPECIFIED TO BE REMOVED, BUT WHICH BECOME DAMAGED DURING THE PROGRESS OF THE WORK. MAKE ANY AND ALL SUCH REPAIRS, REPLACEMENTS AND MODIFICATIONS TO RESTORE THE DAMAGED ITEMS TO THEIR ORIGINAL CONDITION AT THE TIME OF DAMAGE, TO THE SATISFACTION OF AND AT NO ADDITIONAL COST TO THE OWNER.

GENERAL PLAN NOTES

- ALL DIMENSIONS ARE TO OUTSIDE FACE OF FOUNDATIONS, COLUMN LINE, OR FACE OF FRAMING UNLESS NOTED OTHERWISE. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- SEE ENLARGED PLANS FOR TYPICAL INTERIOR ELEVATIONS.



STRUCTURAL DESIGN LOAD DATA

The following design loads are applicable to this facility in accordance with IBC 2018, Chapter 16, and ASCE 7-16:

Building Risk Category	II
Snow Load	
Ground Snow Load, Pg	30 psf
Importance Factor, Is	1.0
Exposure Factor, Ce	1.0
Slope Factor, Cs	1.0
Thermal Factor, Ct	1.0
Flat Roof Snow Load	21 psf

GENERAL NOTES

ANY AND ALL QUESTIONS PERTAINING TO THE WORK DESCRIBED IN THESE CONTRACT DOCUMENTS SHALL BE SUBMITTED IN WRITTEN FORM, IN ACCORDANCE WITH THE ESTABLISHED REQUEST FOR INFORMATION (RFI) PROCEDURES.

COORDINATE ALL SPECIFICATION REQUIREMENTS WITH THE INFORMATION SHOWN ON DRAWINGS AND IN THESE STRUCTURAL NOTES.

DO NOT SCALE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT/ENGINEER TO RESOLVE ANY DIMENSIONAL DISCREPANCIES RELATED TO THE DRAWINGS AND/OR EXISTING FIELD CONDITIONS WHERE APPROPRIATE.

DO NOT MODIFY SIZE, SHAPE, LOCATION, OR SPACING OF STRUCTURAL ELEMENTS.

CONTRACTOR IS RESPONSIBLE TO PRECISELY LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK. ANY DAMAGE INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO DO SO IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

UNLESS SHOWN OTHERWISE, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL TEMPORARY SUPPORT AND PROTECTION ELEMENTS DURING THE COURSE OF CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR ALL PATCHING, REPAIR, AND RESTORATION OF INSTALLED MATERIALS WHERE SUCH MATERIALS ARE DAMAGED OR DEMOLISHED DURING THE COURSE OF CONSTRUCTION. ALL PATCHING, REPAIR, AND RESTORATION SHALL MATCH THE PREVIOUSLY EXISTING CONDITIONS.

ANY ADDITIONAL WORK REQUIRED BY THE ARCHITECT/ENGINEER (DESIGN, SKETCHES, DRAWING DOCUMENTATION, FIELD VISITS, ETC) TO CORRECT OR REVISE CONTRACTOR CONSTRUCTION ERRORS SHALL BE AT THE SOLE EXPENSE OF THE CONTRACTOR.

THE COMBINATION OF DRAWINGS AND WRITTEN SPECIFICATIONS REPRESENTS THE DESCRIPTION OF WORK, AND THE CONTRACTOR IS SOLELY RESPONSIBLE TO ENSURE THAT ALL WORK DESCRIBED IS IN ACCORDANCE WITH BOTH THE CONTRACT DRAWINGS AND SPECIFICATIONS. IN THE CASE OF CONFLICT BETWEEN NOTES, DRAWINGS, AND SPECIFICATIONS, THE MOST STRINGENT REQUIREMENT WILL GOVERN.

STRUCTURAL STEEL

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE FOLLOWING CODES AND STANDARDS. IF A STANDARD IS LISTED AS A "REFERENCED STANDARD" WITHIN THE APPLICABLE BUILDING CODE, USE OF NON-REFERENCED EDITIONS IS PROHIBITED. IF A STANDARD IS NOT REFERENCED IN THE BUILDING CODE, USE THE LATEST EDITION OF THE APPLICABLE STANDARD.

- A. AISC MANUAL OF STEEL CONSTRUCTION
- B. AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS AND BRIDGES
- C. RCSC, SPECIFICATION FOR STRUCTURAL STEEL JOINTS USING HIGH STRENGTH BOLTS
- D. AISC 303, CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES

PROVIDE STRUCTURAL STEEL SHAPES USING AISC STANDARDS SECTIONS AND GRADES AS FOLLOWS, UNO

SECTION TYPE	MATERIAL GRADE
W & WT	ASTM A992
L	ASTM A36

WHERE BEAM SPACING IS NOT SHOWN ON DRAWINGS, SPACE BEAMS EQUALLY BETWEEN PRIMARY SUPPORTS (COLUMNS, WALLS, ETC).

FIELD MODIFICATIONS TO ALL STRUCTURAL STEEL COMPONENTS INCLUDING, BUT NOT LIMITED TO MEMBERS, CONNECTIONS, ATTACHMENTS, AND REINFORCEMENT ARE PROHIBITED WITHOUT APPROVAL FROM THE ENGINEER AND FABRICATOR. ANY REPAIRS, REPLACEMENT, REINFORCING OR FURTHER ALTERATIONS DUE TO UNAPPROVED FIELD MODIFICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THAT MADE THE MODIFICATIONS.

THE GENERAL CONTRACTOR AND STEEL ERECTOR SHALL NOTIFY THE ENGINEER OF ANY FABRICATION OR ERECTION ERRORS OR DEVIATIONS. FIELD MODIFICATIONS ARE PROHIBITED WITHOUT APPROVAL FROM THE ENGINEER.

PRIOR TO COMMENCING STEEL ERECTION, THE GENERAL CONTRACTOR SHALL CONDUCT A FIELD SURVEY OF AS-BUILT FOUNDATION COMPONENTS TO VERIFY QUANTITY, LOCATION, SIZE, SPACING AND ELEVATION OF ANCHOR RODS AND THAT ALL BEARING PLATES, EMBED PLATES, OR LEVELING PLATES ARE IN CONFORMANCE WITH THE CONTRACT DOCUMENTS AND APPROVED SHOP DRAWINGS.

FIELD WELDED SURFACES SHALL BE PROPERLY PREPARED, INCLUDING CLEANING AND GRINDING SMOOTH, FOR AN AREA EXTENDING (4) INCHES BEYOND THE LIMITS OF WELDING. AFTER WELDING COAT THE EXPOSED AREA WITH THE APPROPRIATE PRIMER/PAINTS AS SPECIFIED. FIELD WELDED SURFACES OF GALVANIZED MEMBERS SHALL BE COATED WITH GALVANIZING REPAIR PAINT PER SPECIFICATIONS.

IBC SPECIAL INSPECTION REQUIREMENTS

CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE, ENTITLED 'STRUCTURAL TESTS AND SPECIAL INSPECTIONS', OUTLINE THE REQUIRED TESTING AND INSPECTION REQUIREMENTS FOR THIS PROJECT.

THE CONTRACTOR SHALL ENGAGE AN INDEPENDENT, APPROVED AGENCY TO OVERSEE AND OBSERVE THE IMPLEMENTATION OF ALL REQUIRED STRUCTURAL TESTING AND SPECIAL INSPECTION PROCEDURES AND ACTIVITIES.

COPIES OF ALL REPORTS DEVELOPED BY THE APPROVED AGENCY SHALL BE PROVIDED TO THE ARCHITECT/ENGINEER AND AUTHORITY HAVING JURISDICTION.

SPECIAL INSPECTION REQUIREMENTS FOR STRUCTURAL STEEL

VISUAL INSPECTION OF ALL INSTALLED FRAMING MEMBERS FOR CONFORMANCE WITH CONSTRUCTION DOCUMENTS AND APPROVED SUBMITTALS

VISUAL INSPECTION OF ALL (100%) SINGLE-PASS FIELD FILLET WELDS

VISUAL INSPECTION OF ALL BOLTED CONNECTIONS

SUBMITTAL REQUIREMENTS - STEEL

STRUCTURAL STEEL AND MISCELLANEOUS STEEL FABRICATIONS SHOP DRAWINGS: STEEL FABRICATION AND ERECTION SHOP DRAWINGS SHALL BE SUBMITTED TO REVIEW GENERAL CONFORMANCE WITH THE CONTRACT DOCUMENTS. SHOP DRAWINGS SHALL INCLUDE ALL INFORMATION REQUIRED TO FABRICATE AND ERECT STEEL ELEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK ALL DIMENSIONS AND ELEVATIONS AS PART OF THE SHOP DRAWING REVIEW PROCESS PRIOR TO SUBMITTAL TO THE ENGINEER FOR REVIEW. ANY REPAIRS, REPLACEMENTS OR ALTERATIONS DUE TO FABRICATION OR ERECTION PRIOR TO SHOP DRAWING APPROVAL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. FIELD ALTERATION TO APPROVED COMPONENTS IS PROHIBITED WITHOUT APPROVAL OF THE ENGINEER AND FABRICATOR.

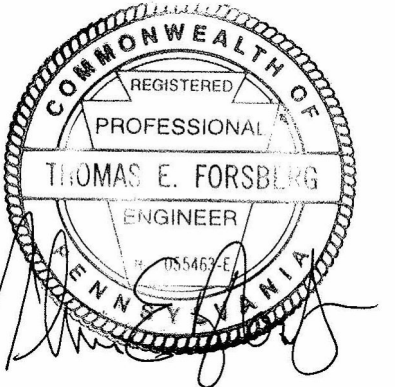
ALL EXISTING GEOMETRY AND/OR FIELD MEASUREMENTS REQUIRED FOR FABRICATION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SUBMITTAL TO THE ENGINEER WILL BE ACCEPTED FOR RECORD PURPOSES ONLY.

Consultants:

MEP:
Snyder Hoffman Associates
1005 West Lehigh Street
Bethlehem, PA 18018
610.694.8020

Structural Engineer
SchraderGroup Architecture, LLC
153 E. King Street, Ste 211-212
Lancaster, PA 17602
717.299.8965

Professional Seal:



Owner:
GREAT VALLEY SCHOOL DISTRICT
301 LINDENWOOD DRIVE SUITE 210
MALVERN, PA 19355

Renovations to:

GVSD - DISTRICT ADMINISTRATION OFFICE

100 LINDENWOOD DRIVE
MALVERN, PA 19355

ISSUED FOR:

NO.	DESCRIPTION	DATE
AD1	ADDENDUM #1	01.04.23

DATE: 1/4/2023

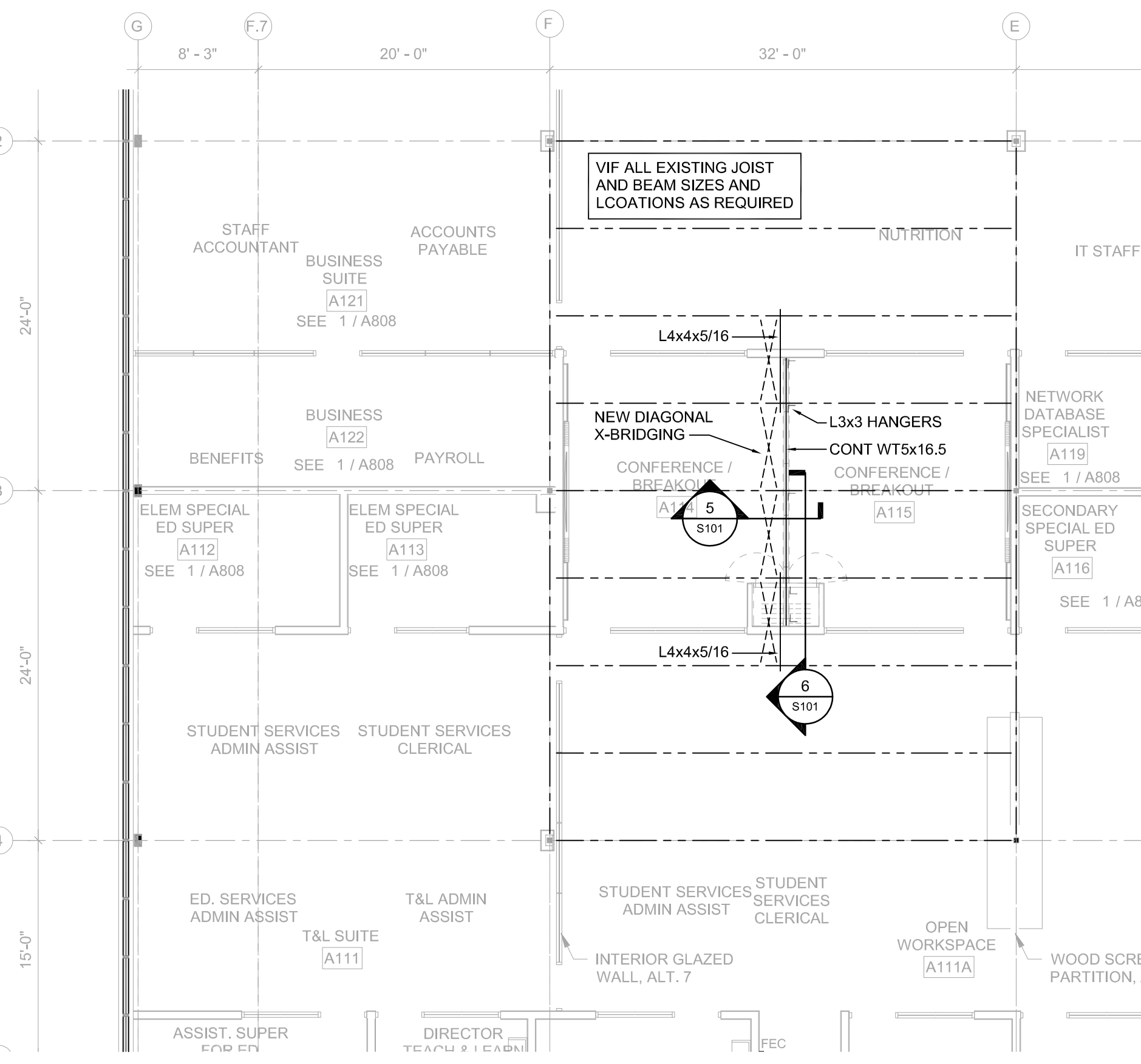
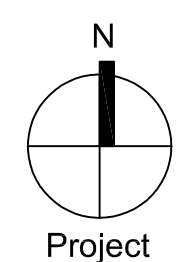
SG PROJECT NUMBER: 22-025

Key Plan:

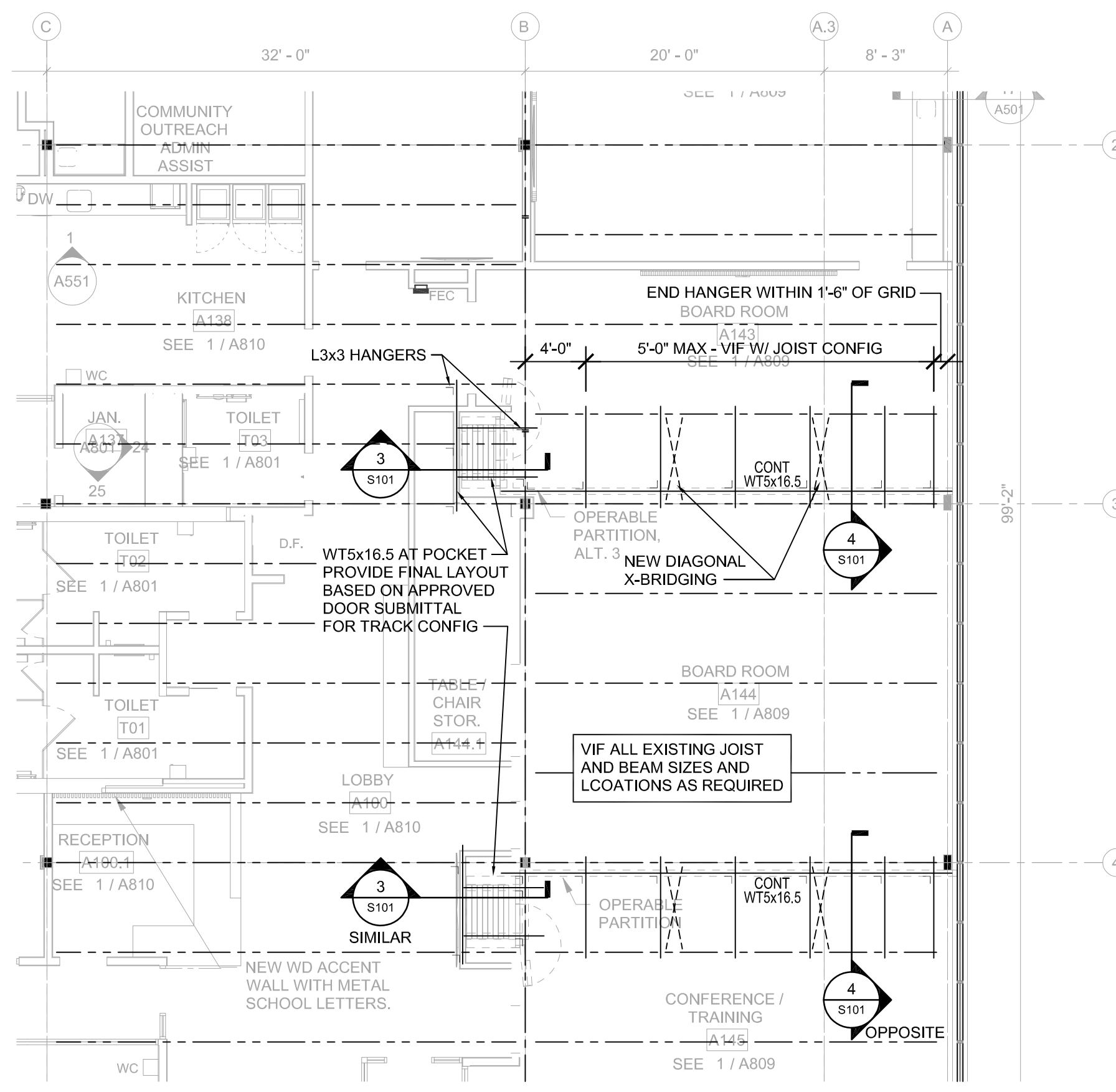
Drawing Title:
PARTIAL FRAMING PLANS, DETAILS AND STRUCTURAL NOTES

Drawing Number:

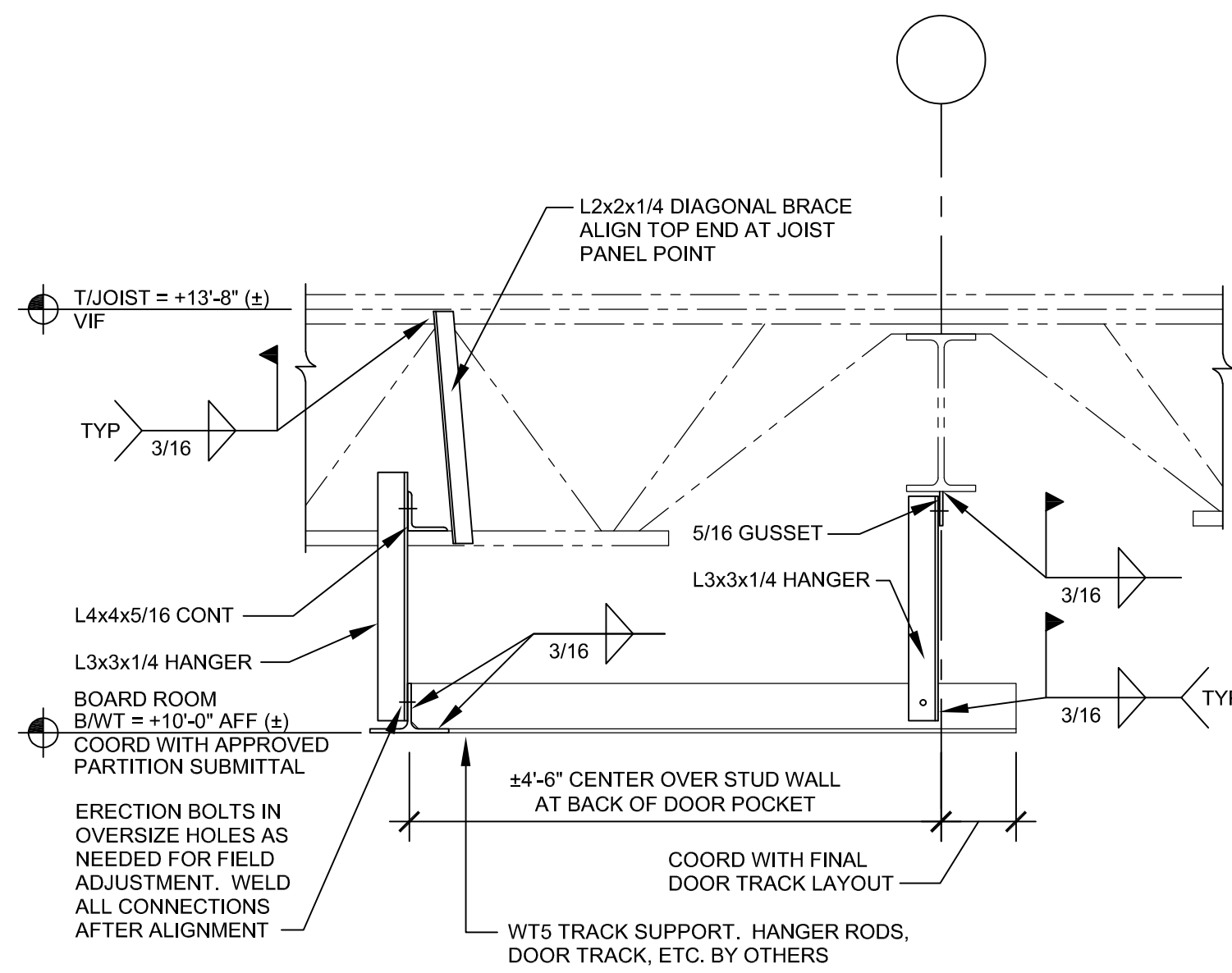
S101



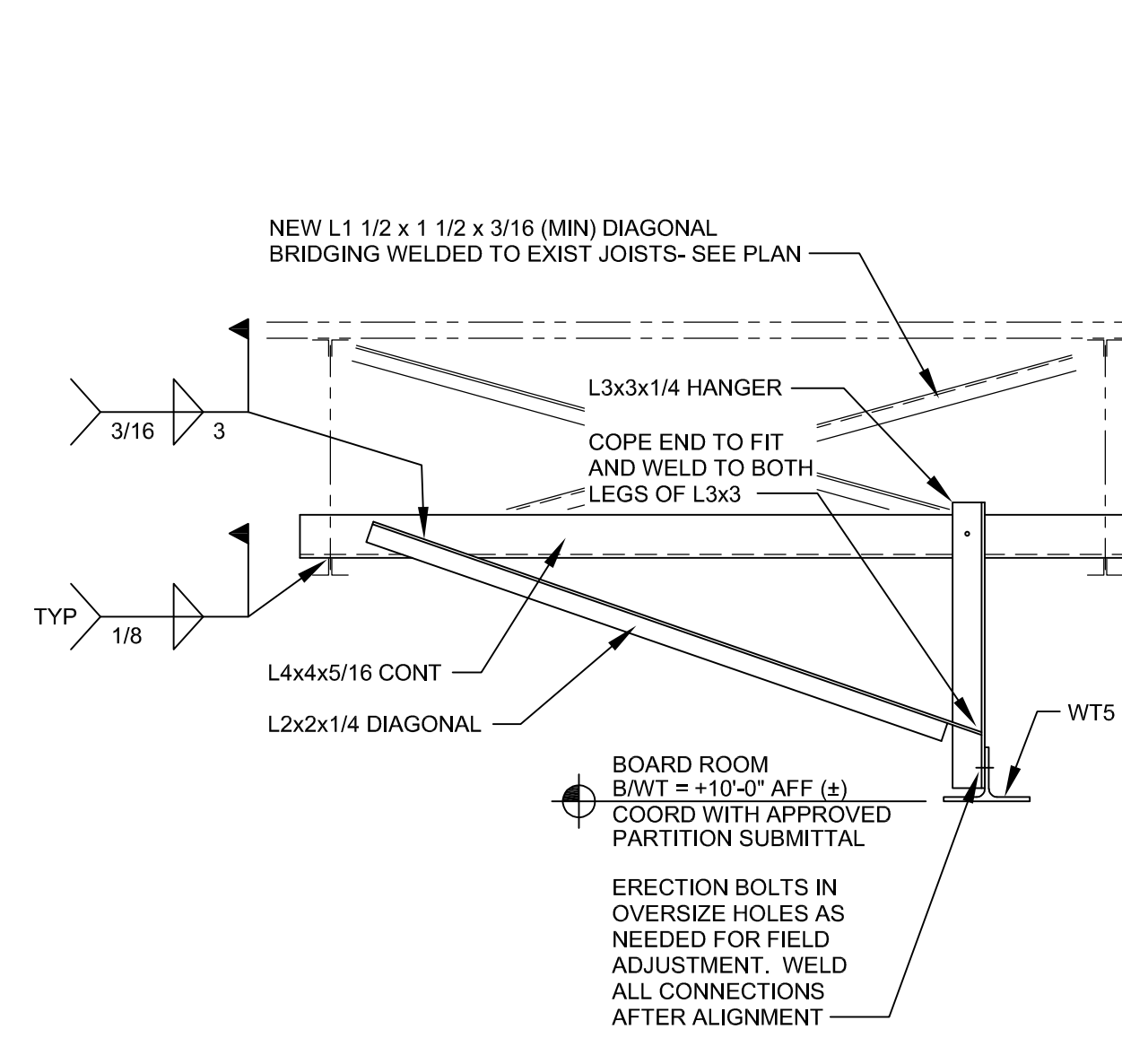
1 PARTIAL ROOF FRAMING PLAN
S101 SCALE: 1/8" = 1'-0"



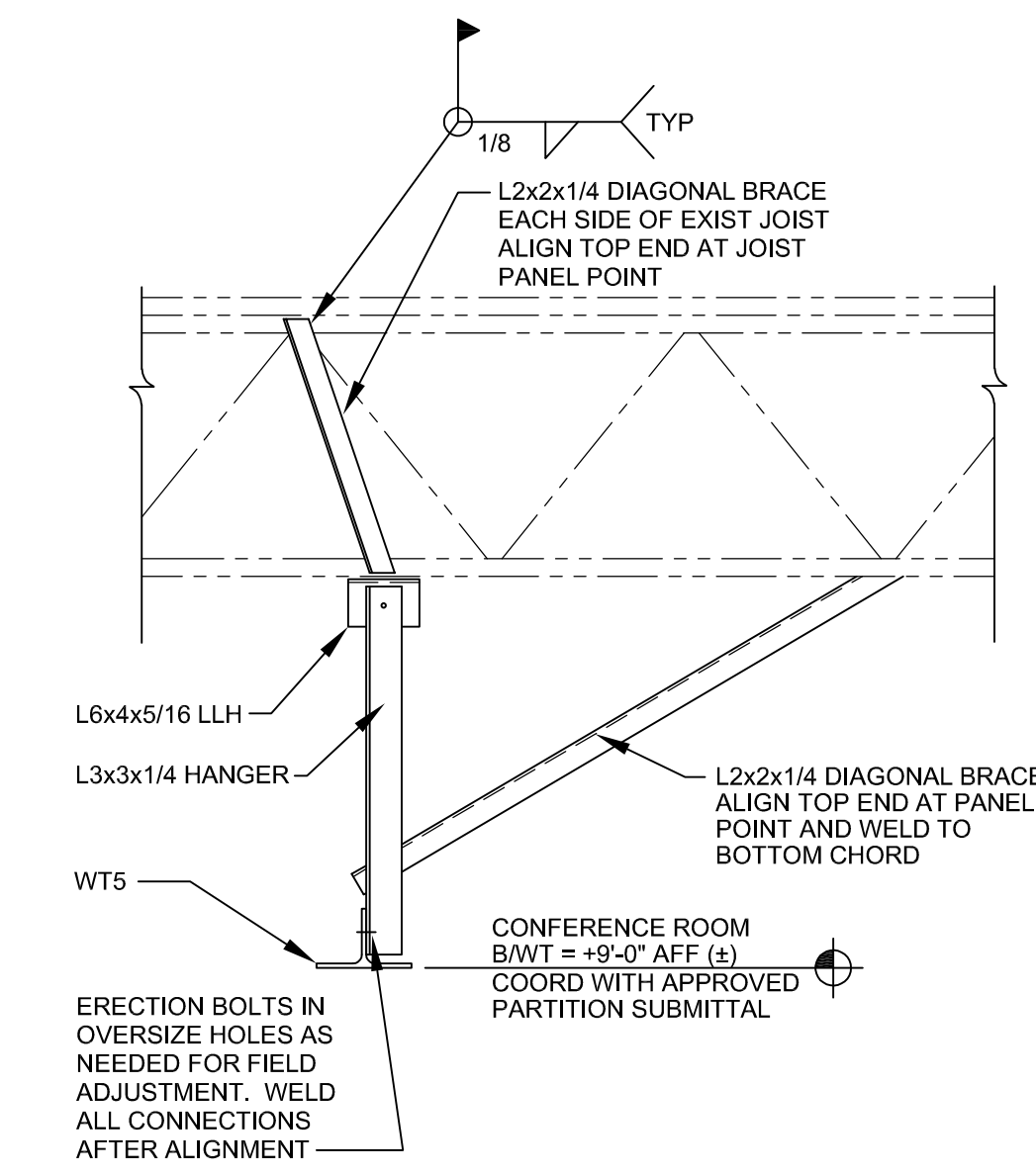
2 PARTIAL ROOF FRAMING PLAN
S101 SCALE: 1/8" = 1'-0"



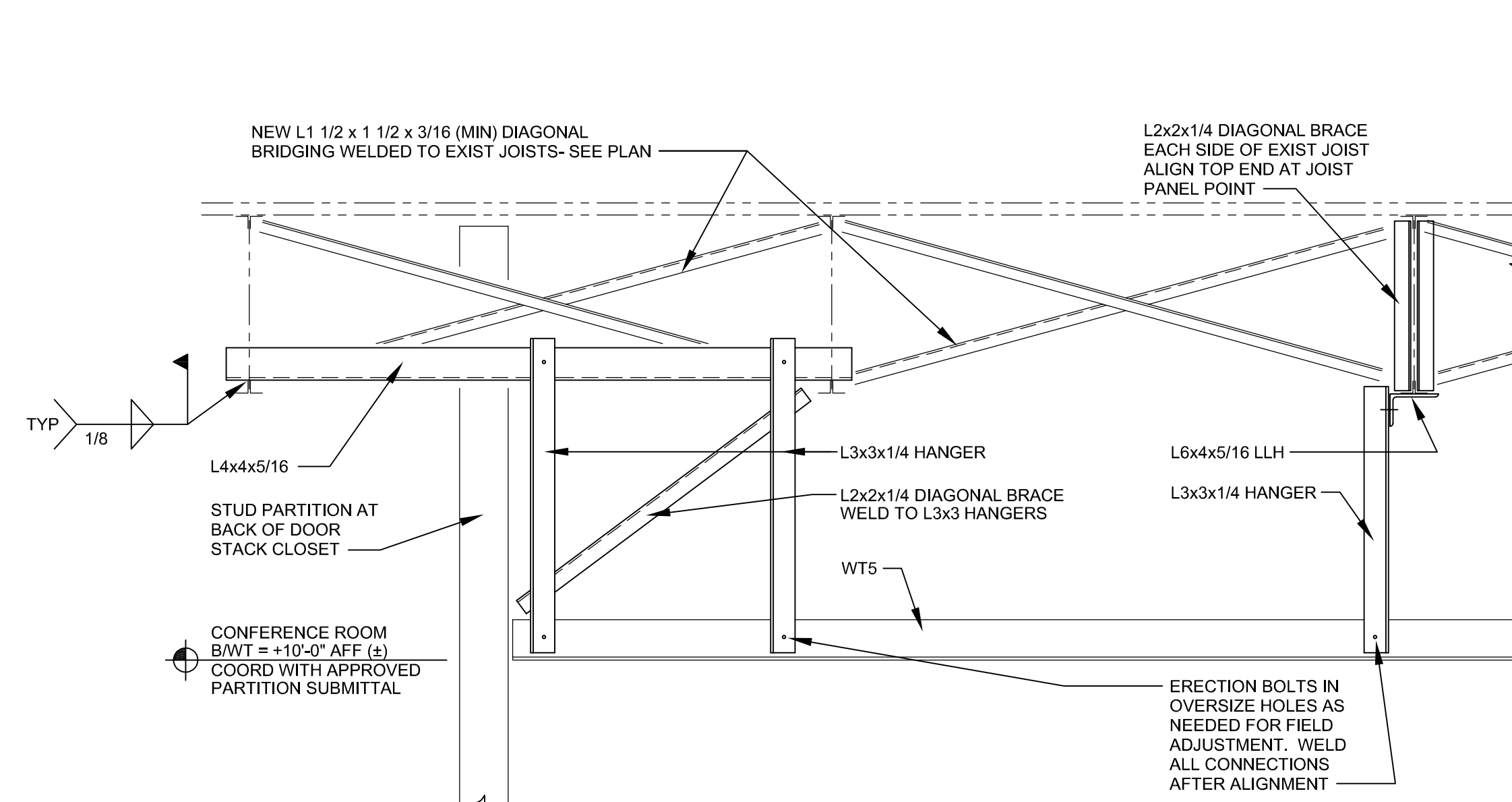
3 FRAMING SECTION
S101 SCALE: 3/4" = 1'-0"



4 FRAMING SECTION
S101 SCALE: 3/4" = 1'-0"



5 FRAMING SECTION
S101 SCALE: 3/4" = 1'-0"



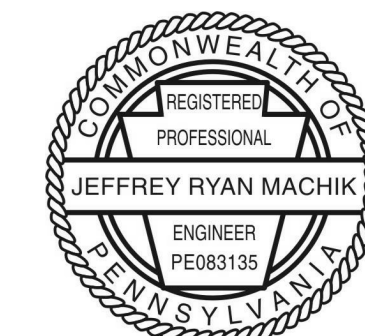
6 FRAMING SECTION
S101 SCALE: 3/4" = 1'-0"

Consultants:

MEP:
Snyder Hoffman Associates
 1005 W. Lehigh St
 Bethlehem, PA 18018
 610.694.8020

Structural Engineer
SchraderGroup Architecture
 161 Leverington Ave., Suite 105
 Philadelphia, PA 19127
 215.482.7440

Professional Seal:



Owner:
GREAT VALLEY SCHOOL DISTRICT
 301 LINDENWOOD DRIVE SUITE 210
 MALVERN, PA 19355

Renovations to:
GVSD - DISTRICT ADMINISTRATION OFFICE
 100 LINDENWOOD DRIVE
 MALVERN, PA 19355

ISSUED FOR:

NO.	DESCRIPTION	DATE
AD1	ADDENDUM #1	01.04.23

DATE: 12/21/2022

SG PROJECT NUMBER: 22-025

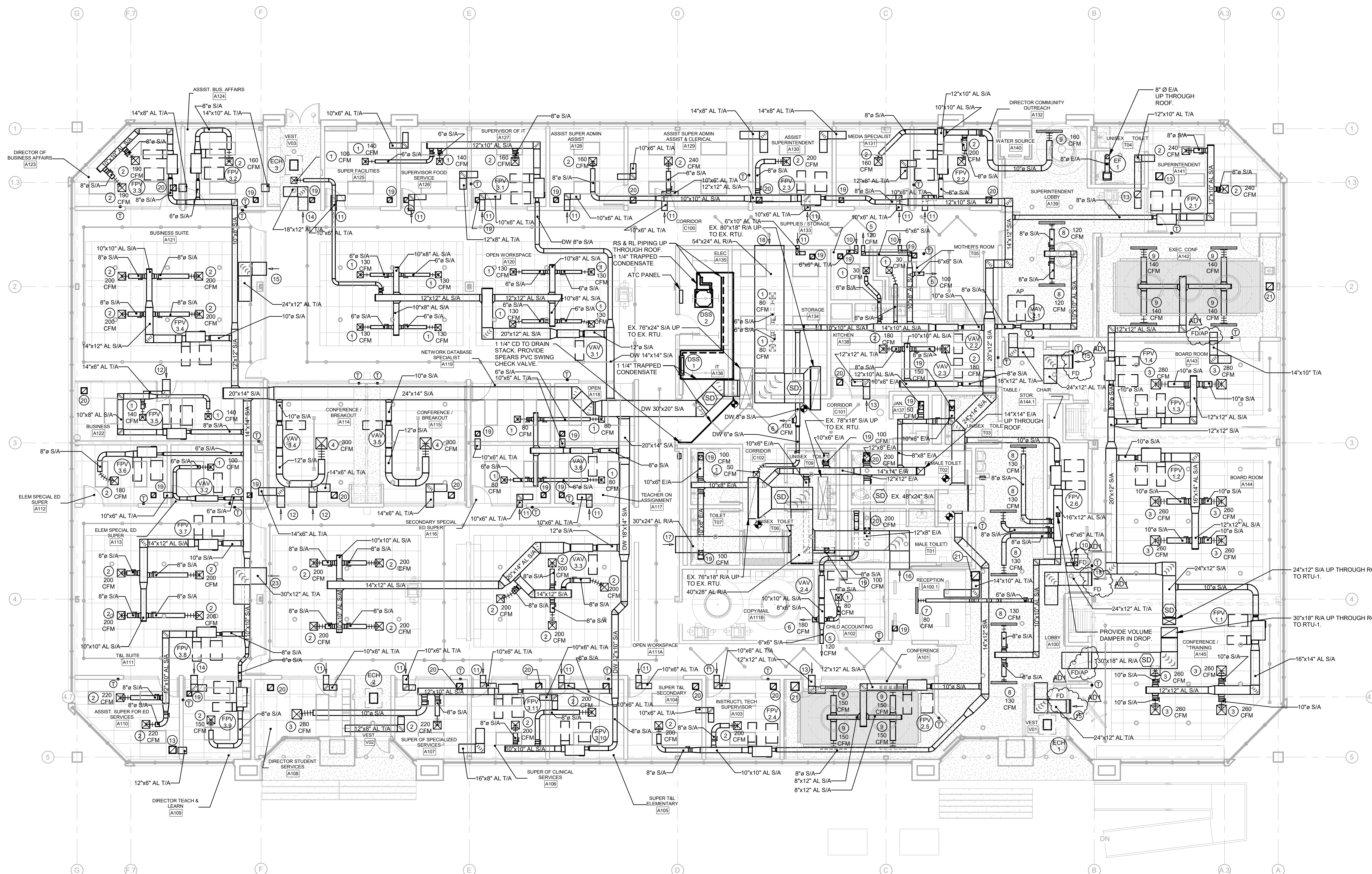
Key Plan:

Drawing Title:

FIRST FLOOR PLAN - MECHANICAL

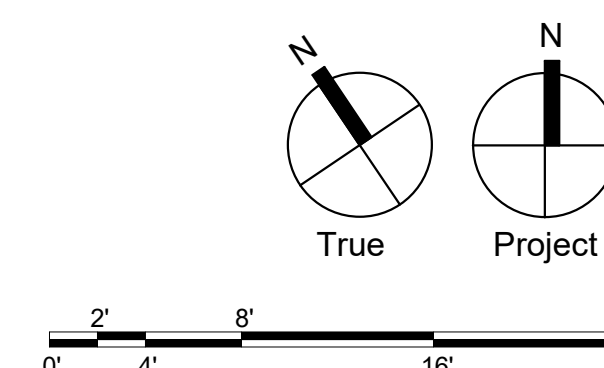
Drawing Number:

M100



1 | FIRST FLOOR PLAN - MECHANICAL

M100 SCALE: 1/8" = 1'-0"



Consultants:

MEP:
Snyder Hoffman Associates
1005 W. Lehigh St
Bethlehem, PA 18018
610.694.8020

Structural Engineer
SchraderGroup Architecture
161 Leverington Ave, Suite 105
Philadelphia, PA 19127
215.482.7440

Professional Seal:



Owner:
GREAT VALLEY SCHOOL
DISTRICT
301 LINDENWOOD DRIVE SUITE 210
MALVERN, PA 19355

Renovations to:
GVSD - DISTRICT
ADMINISTRATION OFFICE
100 LINDENWOOD DRIVE
MALVERN, PA 19355

ISSUED FOR:

NO.	DESCRIPTION	DATE
AD1	ADDENDUM #1	01.04.23

DATE: 12/21/2022

SG PROJECT NUMBER: 22-025

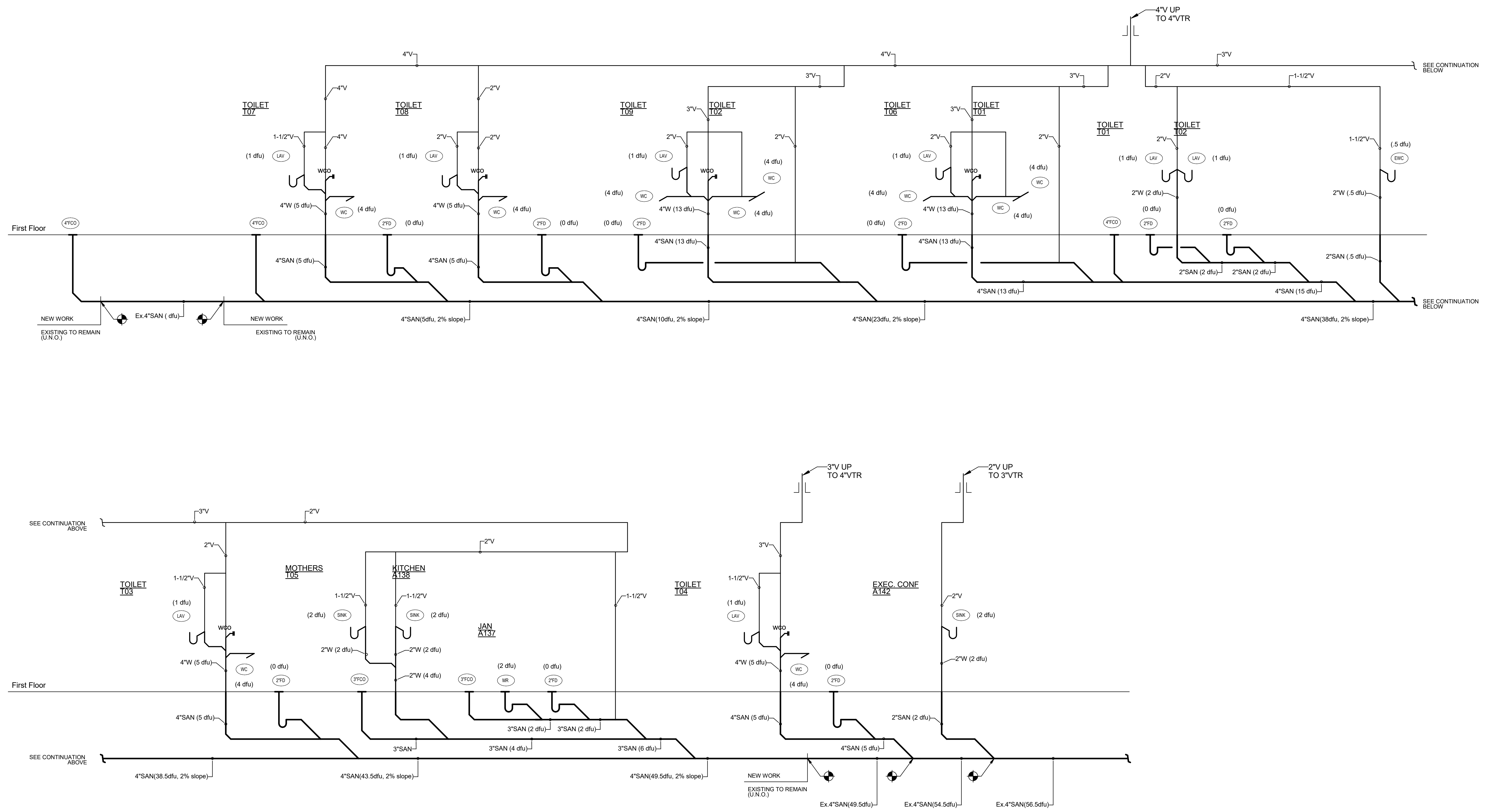
Key Plan:

Drawing Title:

RISER DIAGRAMS - PLUMBING

Drawing Number:

P501



Sanitary Drainage & Vent - Riser Diagram

Scale: None

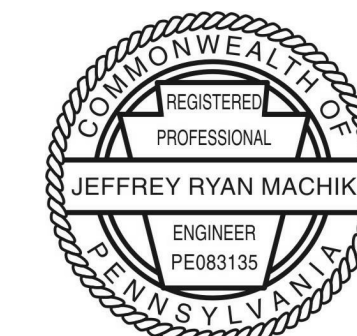
RISER DIAGRAMS ARE PROVIDED FOR ADDITIONAL REFERENCE AND SCHEMATIC DETAIL. REFER TO FLOOR PLANS FOR ALL WORK AND ADDITIONAL DETAILS. ANY DISCREPANCIES BETWEEN THE RISER DIAGRAMS AND THE FLOOR PLANS SHALL BE VERIFIED WITH ENGINEER PRIOR TO INSTALLATION. FOR BIDDING PURPOSES SIZING SHOWN ON FLOOR PLANS SHALL TAKE PRECEDENCE OVER SIZING SHOWN ON RISER DIAGRAMS.

Consultants:

MEP:
Snyder Hoffman Associates
1005 W. Lehigh St
Bethlehem, PA 18018
610.694.8020

Structural Engineer
SchraderGroup Architecture
161 Leverington Ave., Suite 105
Philadelphia, PA 19127
215.482.7440

Professional Seal:



Owner:
GREAT VALLEY SCHOOL DISTRICT
301 LINDENWOOD DRIVE SUITE 210
MALVERN, PA 19355

Renovations to:
**GVSD - DISTRICT
ADMINISTRATION OFFICE**
 100 LINDENWOOD DRIVE
MALVERN, PA 19355

ISSUED FOR:

NO.	DESCRIPTION	DATE
AD1	ADDENDUM #1	01.04.23

DATE: 12/21/2022

SG PROJECT NUMBER: 22-025

Key Plan:

Drawing Title:

COVERSHEET - FIRE PROTECTION

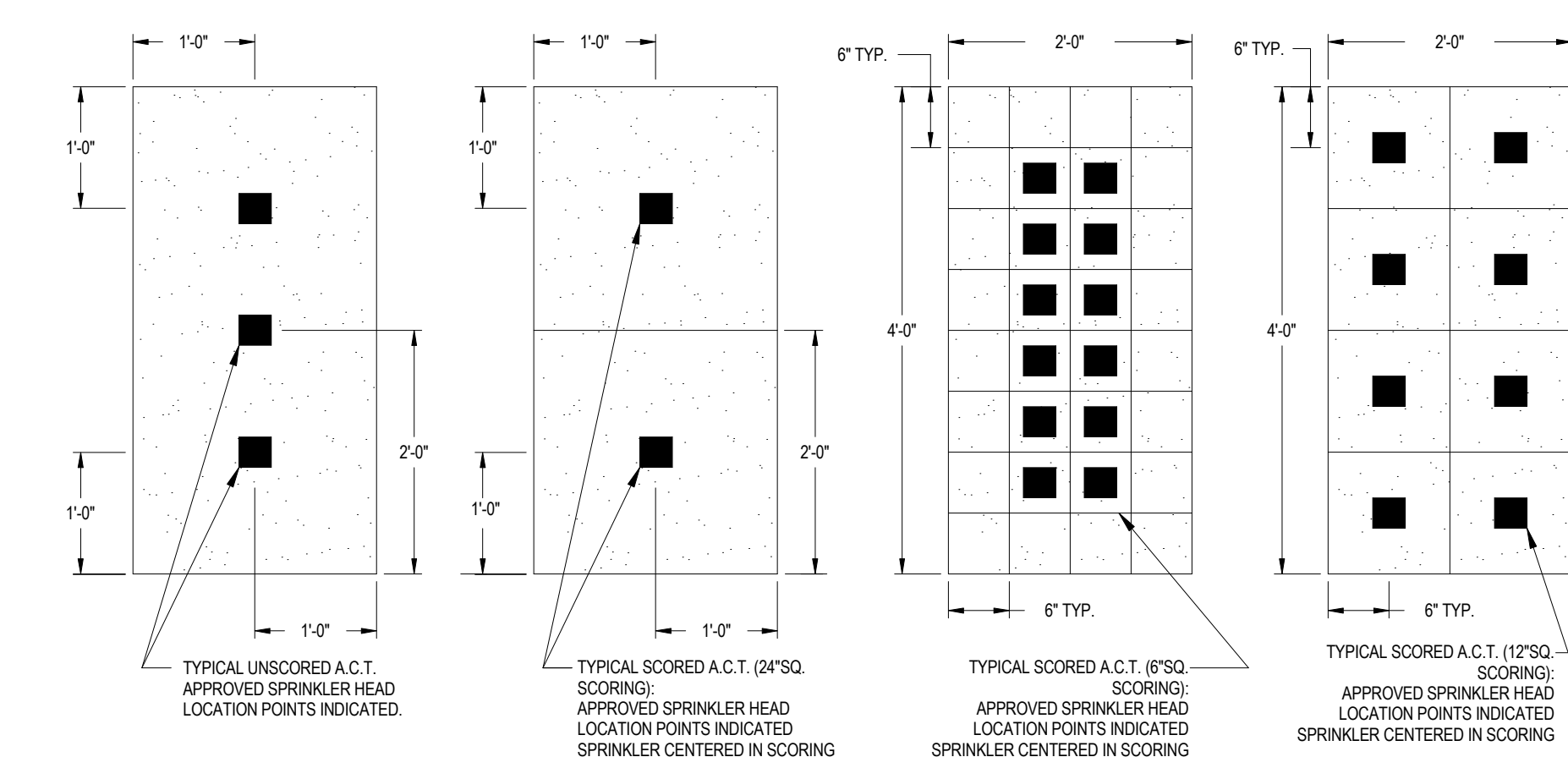
Drawing Number:

FP000

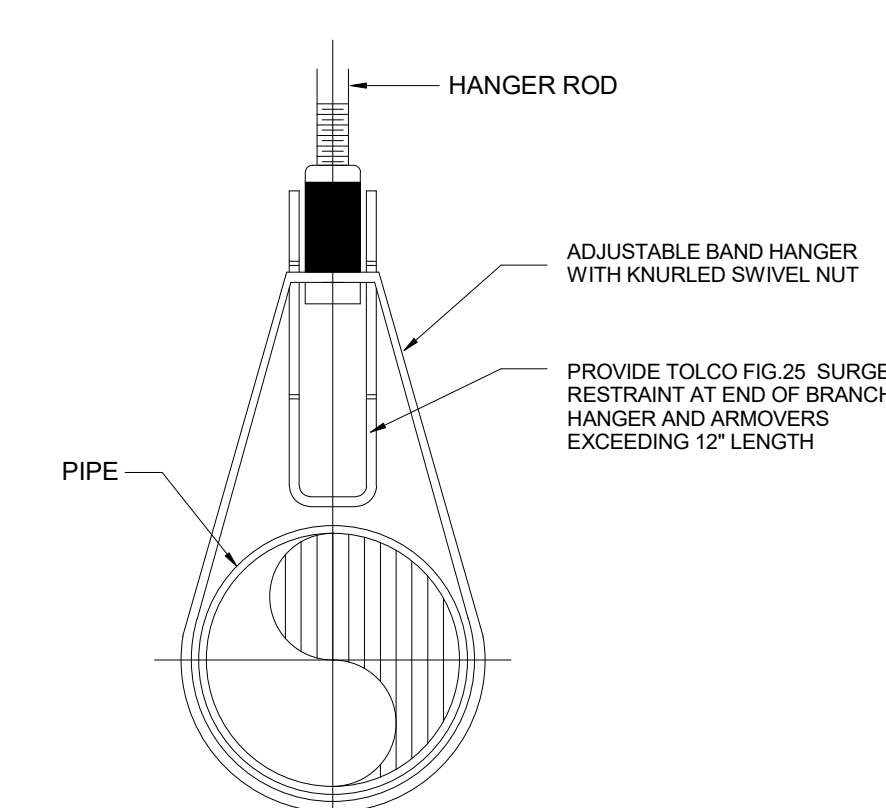
FIRE PROTECTION - GENERAL NOTES	
1.	The entire renovated building area shall be fully sprinklered. The sprinkler system shall be "Design Built" by the contractor in accordance with IBC2018 and NFPA 13 (2016), and inclusive of all additional requirements as indicated on the drawings and in the specifications. The system shall be hydraulically calculated to provide the prescribed density uniformly over the most remote area. Contractor shall prepare shop drawings and calculations and submit to the Architect/Engineer, and all reviewing agencies having jurisdiction including the owner's insurance carrier. The final approved submittal drawings prepared by the contractor shall bear a fire protection engineer's seal, who is registered in the Commonwealth of Pennsylvania and designer certified to NICET Level IV. No work shall begin until all approvals are granted. Note: Schematic representation of some main and branch piping has been included on the attached contract drawings for space allocation and design coordination. Not all piping is shown and the contractor shall be responsible for a complete "Design Build" system.
2.	The contractor whom installs the system shall have a minimum of five (5) years successful installation experience on projects with fire protection systems similar to that required by this project.
3.	All sprinkler heads shall be "Quick Response" rated.
4.	No extended coverage heads shall be permitted on this project unless specifically noted as extended coverage on drawings.
5.	Exposed piping to be limited to areas noted on drawings and as approved by architect/tenant representative in field. Exposed piping shall be installed in a neat arrangement in inconspicuous locations. Where possible piping shall be installed within chases, soffits, and walls and coordinated with all trades prior to installation.
6.	Coordinate all piping, heads, equipment, etc. with all other trades in field prior to installation. All exposed piping shall be field coordinated with architect prior to installation. Field coordination shall take precedence over routing and details shown on FP submittal drawings. Any change in piping from that shown on the submittal drawings, resulting from field coordination, shall be completed at no additional cost to the owner. Prefabrication of FP piping off site or third party design of FP system does not relieve the installing contractor of any field coordination requirements.
7.	All sprinkler heads shall be located as shown on "Typical ACT Panel Approved Sprinkler Penetration Points" detail, unless noted otherwise. All sprinkler heads must be installed symmetrically with all other devices, equipment, etc. The contractor shall use the approved architectural reflected ceiling plans as the basis for his sprinkler head layout, any deviation from the drawing layout must be approved in advance by the Architect/Engineer.
8.	Contractor shall paint all exposed piping in color selected by Architect. Where painting of exposed piping is specified under separate contract, this contract shall include all preparation including cleaning, removal of rust, oil, or other contaminants on exposed piping.
9.	The contractor shall verify all ceiling construction types prior to ordering or installing any sprinkler heads as shown. Refer to details/specifications for sprinkler head manufacturers, models, and type to be used in each ceiling type.
10.	Sprinkler system design density for Offices, Toilet Rooms, Break Rooms, etc. shall be based on "Light Hazard Occupancy" classification. Maximum sprinkler coverage shall be 225 square feet per head, unless noted otherwise.
11.	Sprinkler system design density for Mechanical Rooms, Janitor Closets, Storage Rooms, etc. shall be based on "Ordinary Hazard 1" occupancy classification. Maximum sprinkler coverage shall be 130 square feet per head, unless noted otherwise.
12.	Sprinkler head locations, installations, etc. for the entire project shall be installed in strict accordance with NFPA 13 (latest edition) Chapter 8 "Installation Requirements", International Building Code, International Fire Code (latest editions), and the Local Fire Marshal.
13.	Contractor shall provide additional heads and supply pipe required for proper sprinkler coverage both above and below HVAC duct work, suspended units, obstructions, etc. over 48" in width. Coordinate in field (NFPA 5-5.5.3.1).
14.	Contractor shall be responsible for providing sprinklers in all concealed spaces, as required by NFPA13 (latest edition) Chapter 8.
15.	This contractor shall provide vibration isolation and seismic restraint on fire piping as required by contract drawings, specifications, the requirements of NFPA13 (latest edition) Chapter 9 "Hanging, Bracing, and Restraint of System Piping", all local code requirements, the International Building Code and International Fire Code (latest editions).
16.	Provide Inspectors Test Connections and drains as required by NFPA 13 (latest edition) Chapter 8 "Installation Requirements". Fire Protection Contractor shall pipe Inspectors Test Connections piped to exterior of building or to an approved drain location (verify with local AHJ).
17.	Where sprinkler heads are installed in spaces with no ceilings or below ceilings exposed, provide sprinkler guards on these heads. Sprinkler guards shall have chrome finish.
18.	This Contractor is responsible for performing a Fire Flow Test on the Public Water Distribution System serving the building prior to beginning his design. The Contractor shall use these test results as a basis of design for his hydraulic calculations for the building system.
19.	This Contractor shall install all sprinkler piping as high as possible within the ceiling space provided throughout the building. Sprinkler mains shall be installed within bar joists, tight to bottom of joists or tight to bottom of beams. This Contractor shall coordinate piping locations and elevations with all other trades and note elevations on the sprinkler submittal drawings. All piping shall be installed to freely drain back to mains. Where trapped piping is unavoidable, this contractor shall provide auxiliary drains in accordance with NFPA13 at lowpoints of all trapped piping. All auxiliary drains shall be clearly labeled and all locations shall be noted on the record drawings.

DESIGN CODE REFERENCES	
PA - UCC	PENNSYLVANIA UNIFORM CONSTRUCTION CODE
IBC	ICC - INTERNATIONAL BUILDING CODE; 2018
IFC	ICC - INTERNATIONAL FIRE CODE; 2018 (AS REFERENCED IN INTERNATIONAL BUILDING CODE)

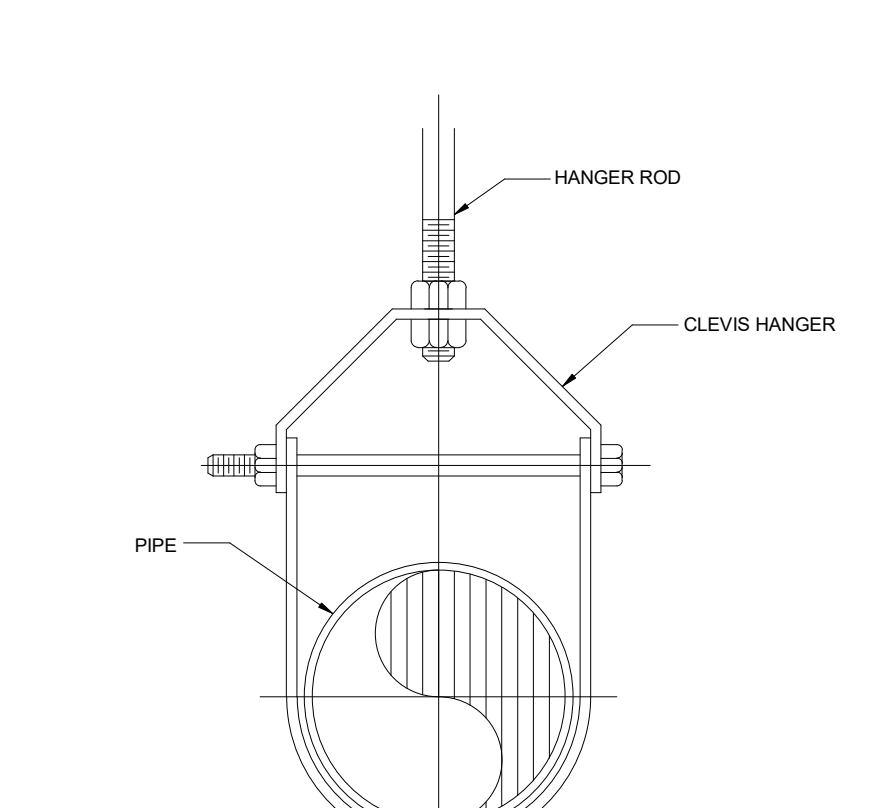
REFERENCED DESIGN STANDARDS	
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFPA 13	NATIONAL FIRE PROTECTION ASSOCIATION - STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS; 2016 EDITION OR MOST RECENT EDITION ADOPTED BY AUTHORITY HAVING JURISDICTION, INCLUDING ALL APPLICABLE AMENDMENTS AND SUPPLEMENTS.
NFPA 101	NATIONAL FIRE PROTECTION ASSOCIATION - 2018 EDITION OR CODE FOR SAFETY TO LIFE FROM FIRE IN BUILDINGS AND STRUCTURES; MOST RECENT EDITION ADOPTED BY AUTHORITY HAVING JURISDICTION, INCLUDING ALL APPLICABLE AMENDMENTS AND SUPPLEMENTS.



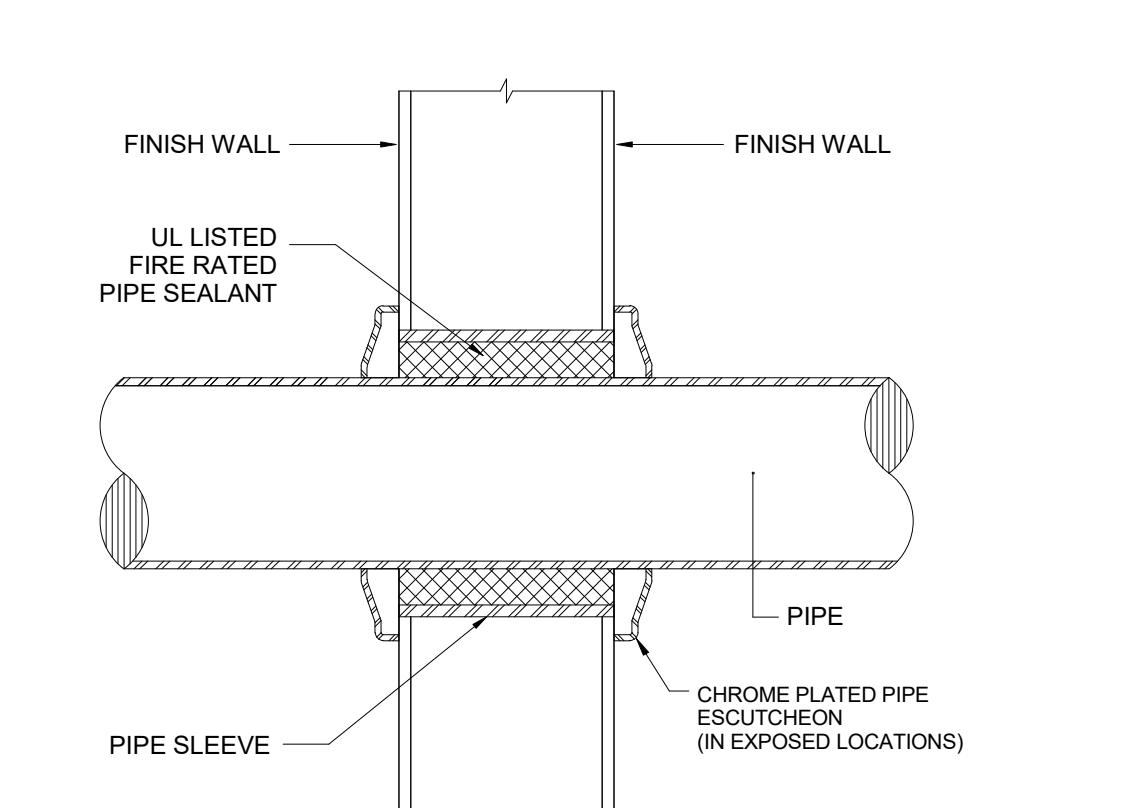
Typical A.C.T. Panel Approved Sprinkler Penetration Points
NO SCALE



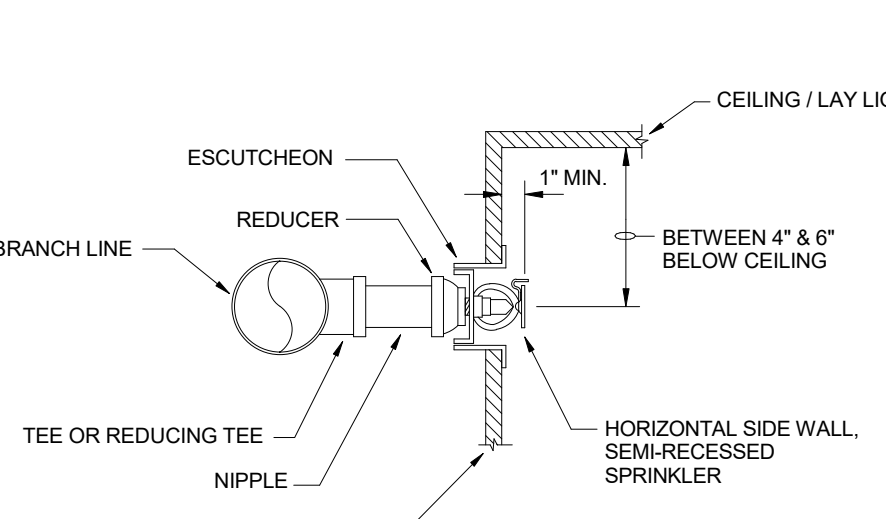
Typical Adjustable Band Hanger Detail - Fire Protection Piping
Scale: None



Typical Clevis Hanger Detail
Scale: None

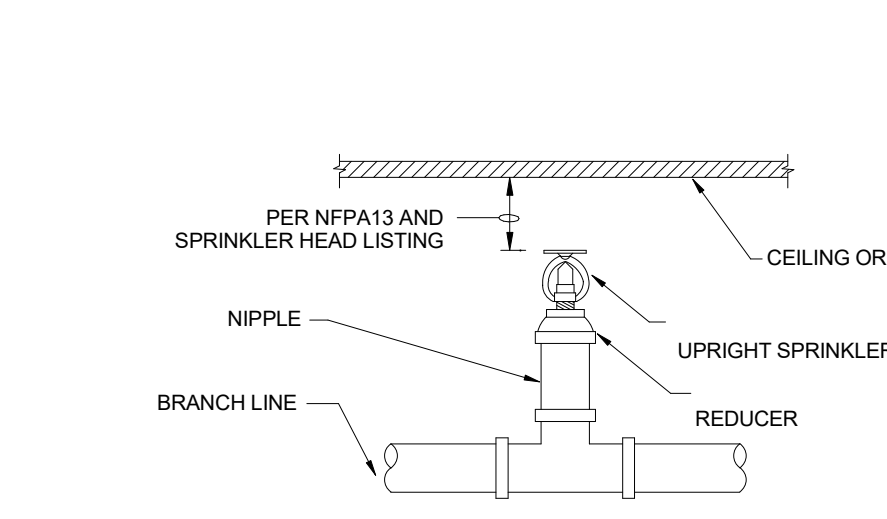


Pipe Sleeve Through Wall Detail
Scale: None



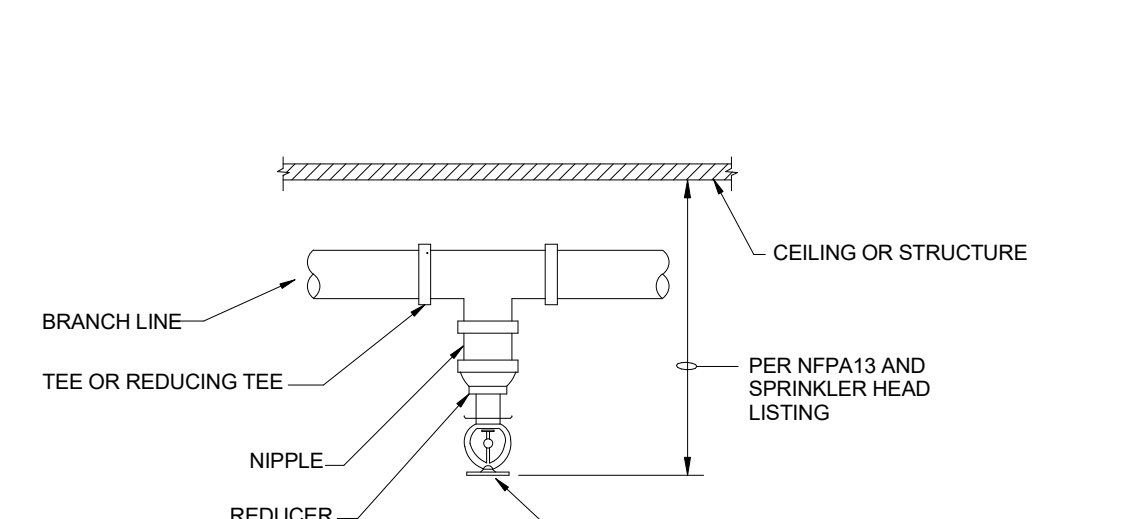
NOTE:
POSITION OF SPRINKLER HEADS WITH RESPECT TO COMBUSTIBLE AND NON-COMBUSTIBLE CONSTRUCTION, STRUCTURAL MEMBERS, ETC. SHALL BE IN ACCORDANCE WITH NFPA #13.

Typical Recessed Sidewall Sprinkler Head Detail
Scale: None



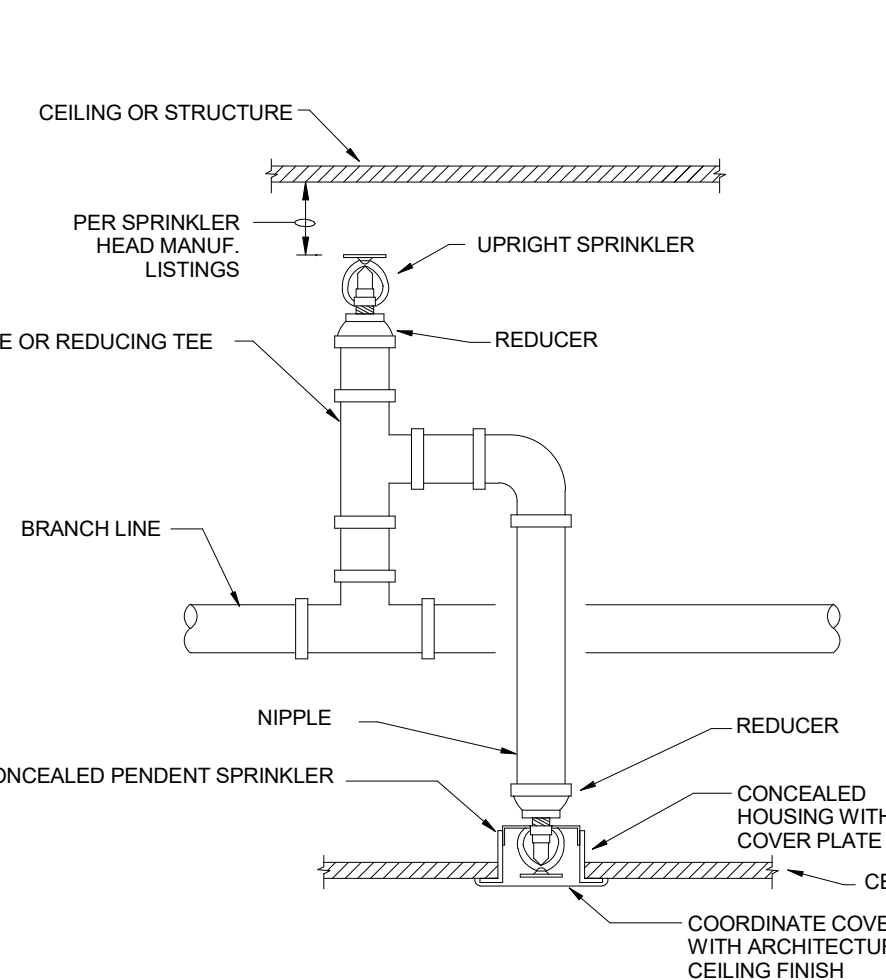
NOTE:
POSITION OF SPRINKLER HEADS WITH RESPECT TO COMBUSTIBLE AND NON-COMBUSTIBLE CONSTRUCTION, STRUCTURAL MEMBERS, ETC. SHALL BE IN ACCORDANCE WITH NFPA 13.

Typical Upright Sprinkler Head Detail
Scale: None



NOTE:
POSITION OF SPRINKLER HEADS WITH RESPECT TO COMBUSTIBLE AND NON-COMBUSTIBLE CONSTRUCTION, STRUCTURAL MEMBERS, ETC. SHALL BE IN ACCORDANCE WITH NFPA 13.

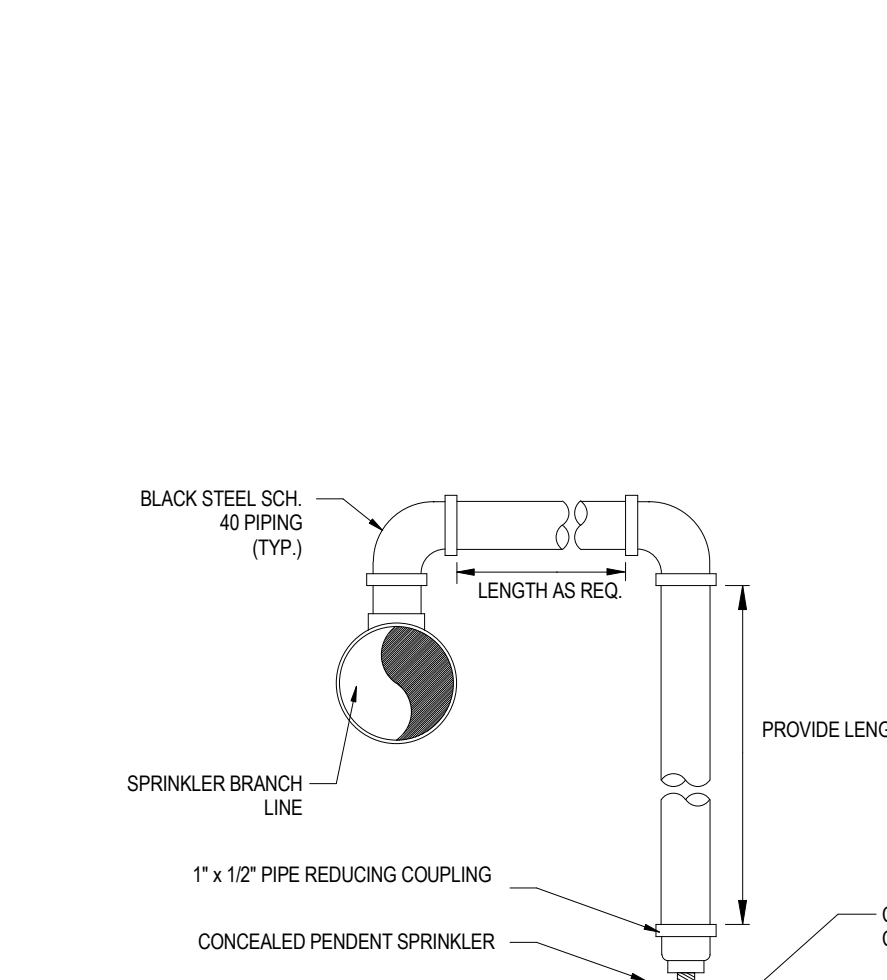
Typical Pendant Sprinkler Head Detail
Scale: None



NOTE:
POSITION OF SPRINKLER HEADS WITH RESPECT TO COMBUSTIBLE AND NON-COMBUSTIBLE CONSTRUCTION, STRUCTURAL MEMBERS, ETC. SHALL BE IN ACCORDANCE WITH NFPA #13.

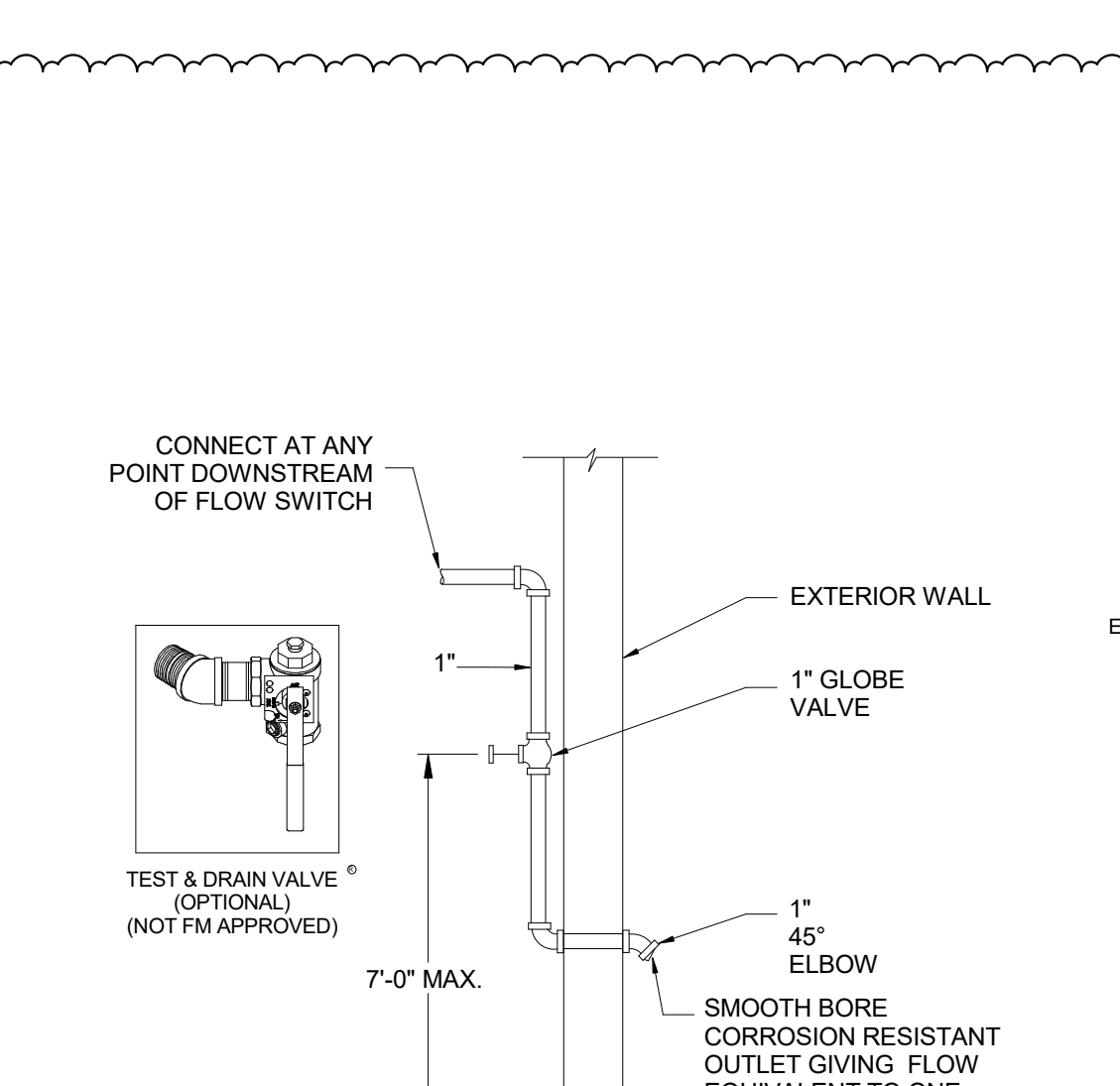
INSTALLATION IN ACCORDANCE WITH NFPA13.8.14.19.3.3

Upright Head Sprig Up w/Concealed Pendent Sprinkler Head in Low Ceiling Detail
Scale: None



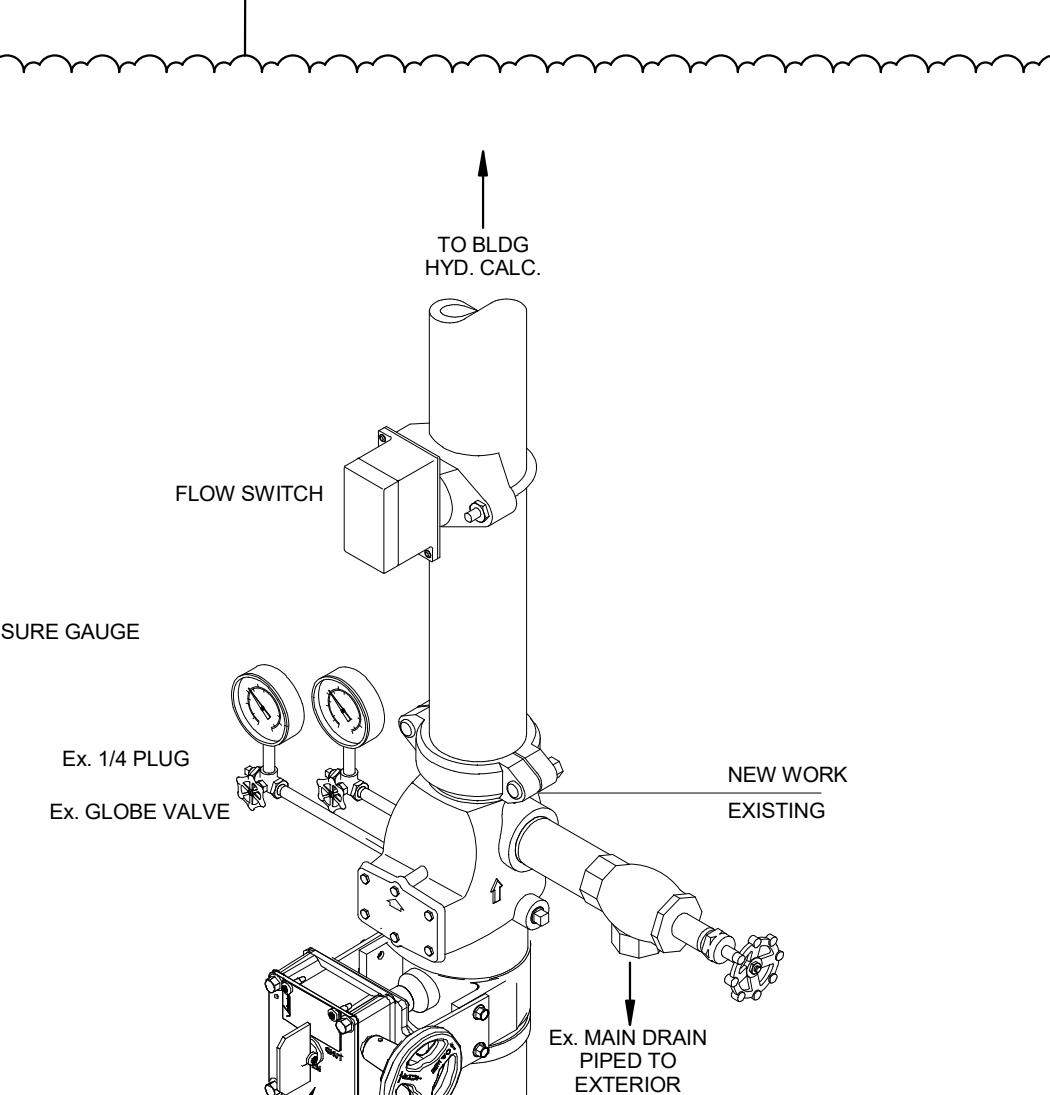
NOTES:
1. ADJUST SPRINKLER DROPS AS NECESSARY TO CLEAR OBSTRUCTIONS SUCH AS CEILING "T" BAR SUSPENSION SYSTEM, LIGHT FIXTURES, ETC. PROVIDE A PIPE HANGER IF THE HORIZONTAL OFFSET LENGTH EXCEEDS 24 INCHES.

Typical Sprinkler Pipe Drop Detail w/ Concealed Pendent Sprinkler Head
Scale: None



NOTE:
ALL TEST OUTLETS TO DISCHARGE TO EXTERIOR OF BUILDING. COORDINATE LOCATIONS WITH ARCHITECT IN FIELD.

Inspectors Test Connection for Wet Pipe Sprinkler Systems
NO SCALE



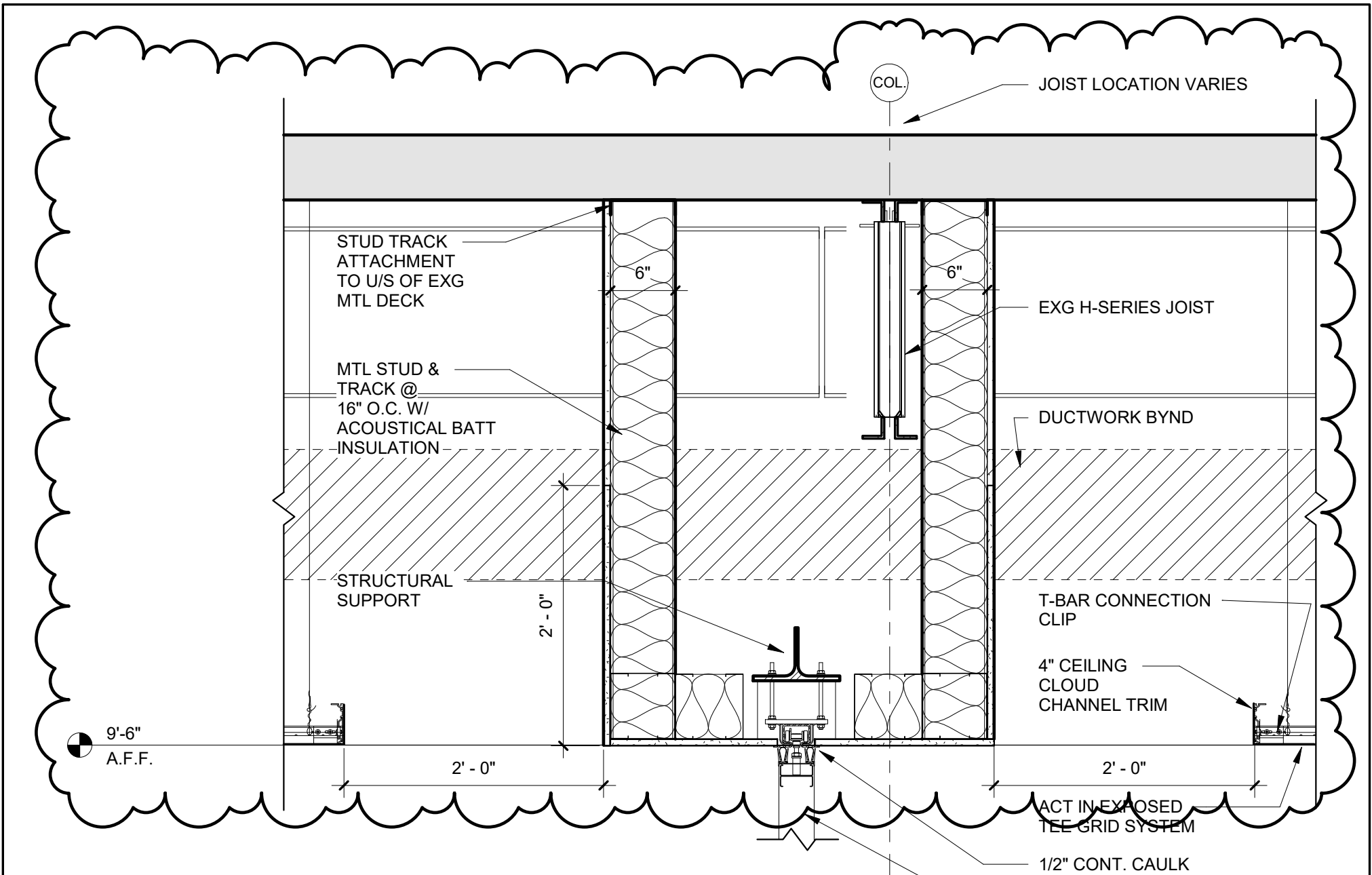
NOTES:
1. WATER FLOW SWITCH AND TAMPER SWITCH PROVIDED BY F.P.C. AND WIRED TO FIRE ALARM PANEL BY E.C.
2. PIPE ALL DRAINS TO FLOOR DRAIN, OR OUTSIDE (I.F.P.).
3. SIZE UNIT PER HYDRAULIC CALCULATIONS.

Fire Protection Riser Check Valve Assembly Detail
Scale: None

SPRINKLER HEAD LEGEND	
	Concealed Pendant Type. See drawings for following option designations: Designations: DRY - Dry type with barrel length determined in field Cover colors: W - White Chrome CC - Custom Color (Color as determined by Architect)
	Standard Pendant (P) or Upright (U) Type. See drawings for following option designations: DRY - Dry type with barrel length determined in field. DSR - Dry type, Semi-recessed INST - Institutional, flush mount pendant type EC - Extended Coverage G - Guard Colors: Chrome Brass
	Horizontal Sidewall Type. See drawings for following option designations: C - Concealed DRY - Dry type with barrel length determined in field. DSR - Dry type, Semi-recessed with barrel length determined in field. EC - Extended Coverage G - Guard Colors: Chrome Brass

*Coordinate sprinkler head types with drawings, approved architectural reflected ceiling plans and field conditions. Resolve any conflicts with Architect/Engineer prior to installation.
*Heads designated as exposed standard upright and pendant type can be either pendant or upright to best fit in final piping layout.
*Refer to Division 21 - "Fire Suppression" Specifications for detailed sprinkler specifications.

FIRE PROTECTION DESIGN LEGEND	
1	Sprinkler system Design Density for rooms indicated shall be based on "Light Hazard" classification. Maximum sprinkler coverage shall be 225 square feet per head , unless noted otherwise.
2	Sprinkler system Design Density for rooms indicated shall be based on "Ordinary Hazard 1" classification. Maximum sprinkler coverage shall be 130 square feet per head , unless noted otherwise.
3	Sprinkler system Design Density for rooms indicated shall be based on "Ordinary Hazard 2" classification. Maximum sprinkler coverage shall be 130 square feet per head , unless noted otherwise.
4	This Contractor shall coordinate sprinkler head and piping with all other trades prior to installation. Contractor shall also provide additional heads and supply pipe required for proper sprinkler coverage both above and below HVAC duct work, suspended units, etc. over 48" in width. Coordinate in field (NFPA 5-5.5.3.1).

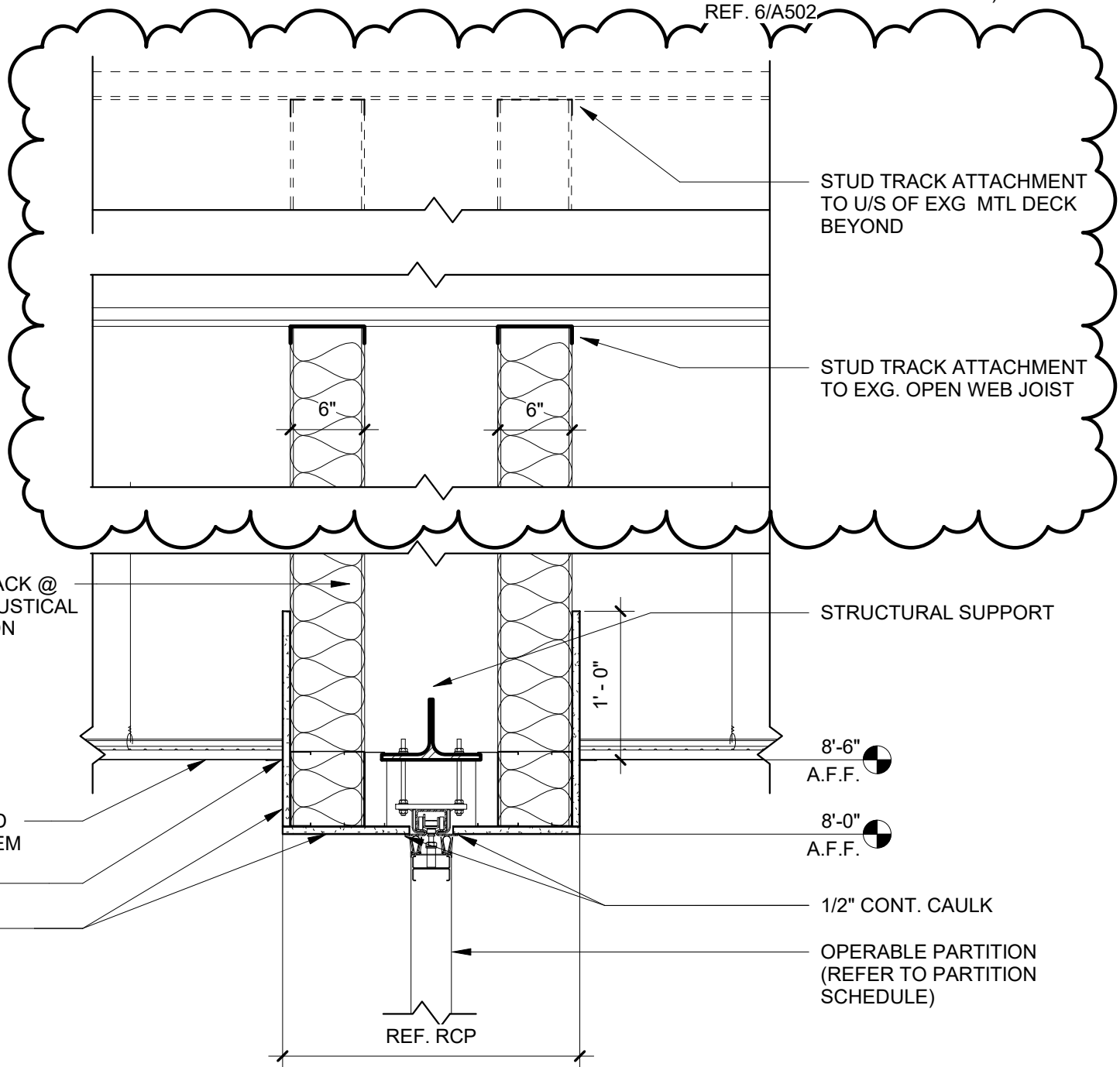


1 | GWB BULKHEAD @ OPERABLE PART. - BOARD ROOM

AD1
A01 | SCALE: 1" = 1'-0"

REF. 6/A502

OPERABLE PARTITION
(REFER TO PARTITION
SCHEDULE)



2 | GWB BULKHEAD @ OPERABLE PART. - BREAKOUT/CONF.

AD1
A01 | SCALE: 1" = 1'-0"

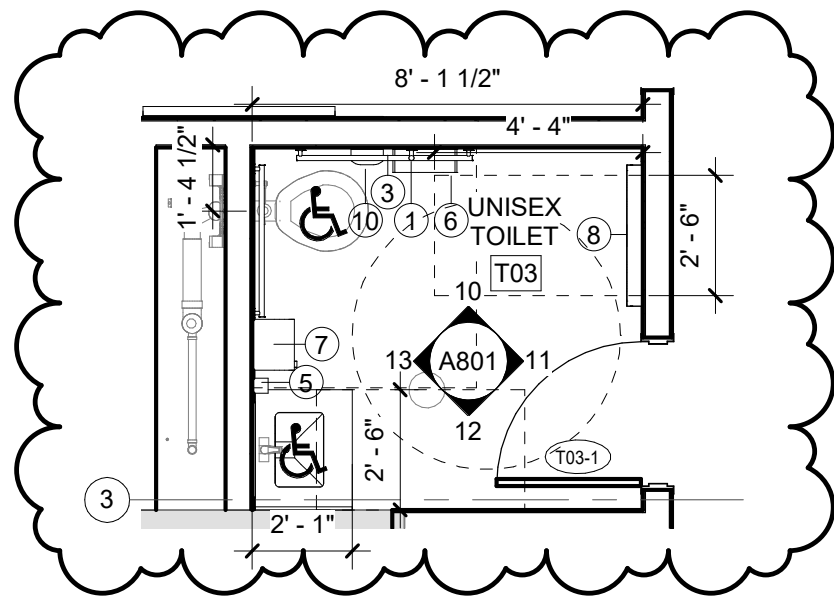
REF. 7/A502

AD1
A01
 Drawing Number:

Drawing Title:
**MODIFICATIONS TO OP. PART.
 DETAILS**
 Date: 01/04/23
 Scale: 1" = 1'-0"

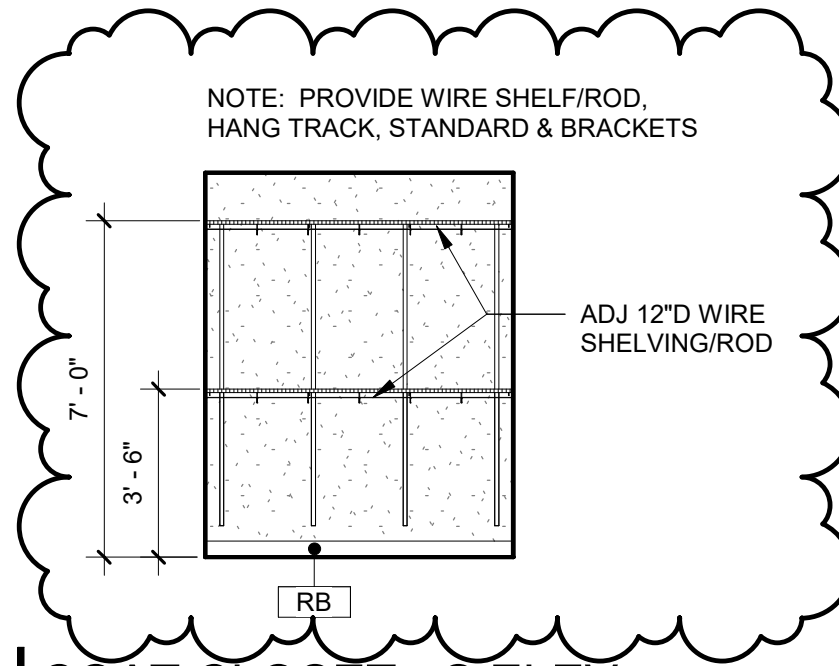
New Construction of:
**GVSD - DISTRICT ADMINISTRATION
 OFFICE**
 100 LINDENWOOD DRIVE
 MALVERN, PA 19355

SCHRADERGROUP
 161 Leverington Ave Suite 105
 Philadelphia, Pennsylvania 19127
 T 215 482 7440
 F 215 482 7441
 www.sgarc.com



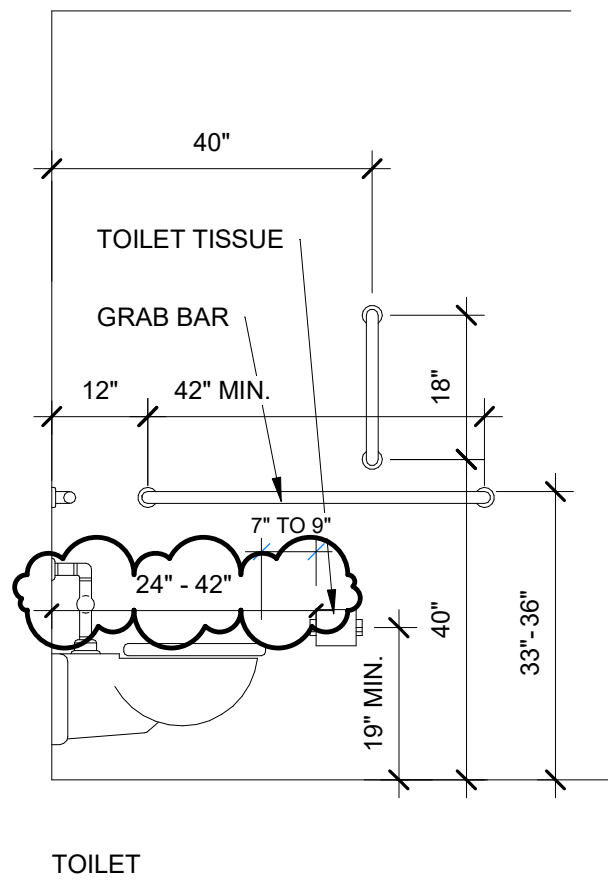
1 UNISEX TOILET T03

AD1 -A02 SCALE: 1/4" = 1'-0" REF. 1/A801



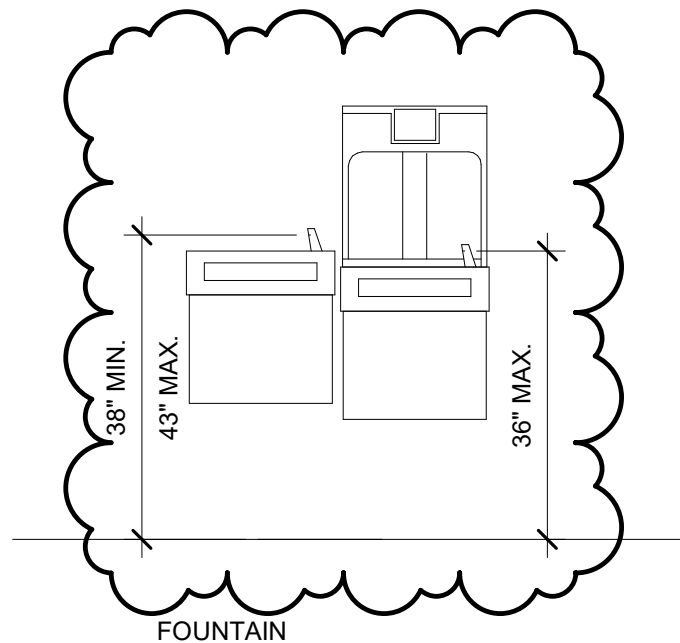
2 COAT CLOSET - S ELEV

AD1 -A02 SCALE: 1/4" = 1'-0" REF. 23/A801



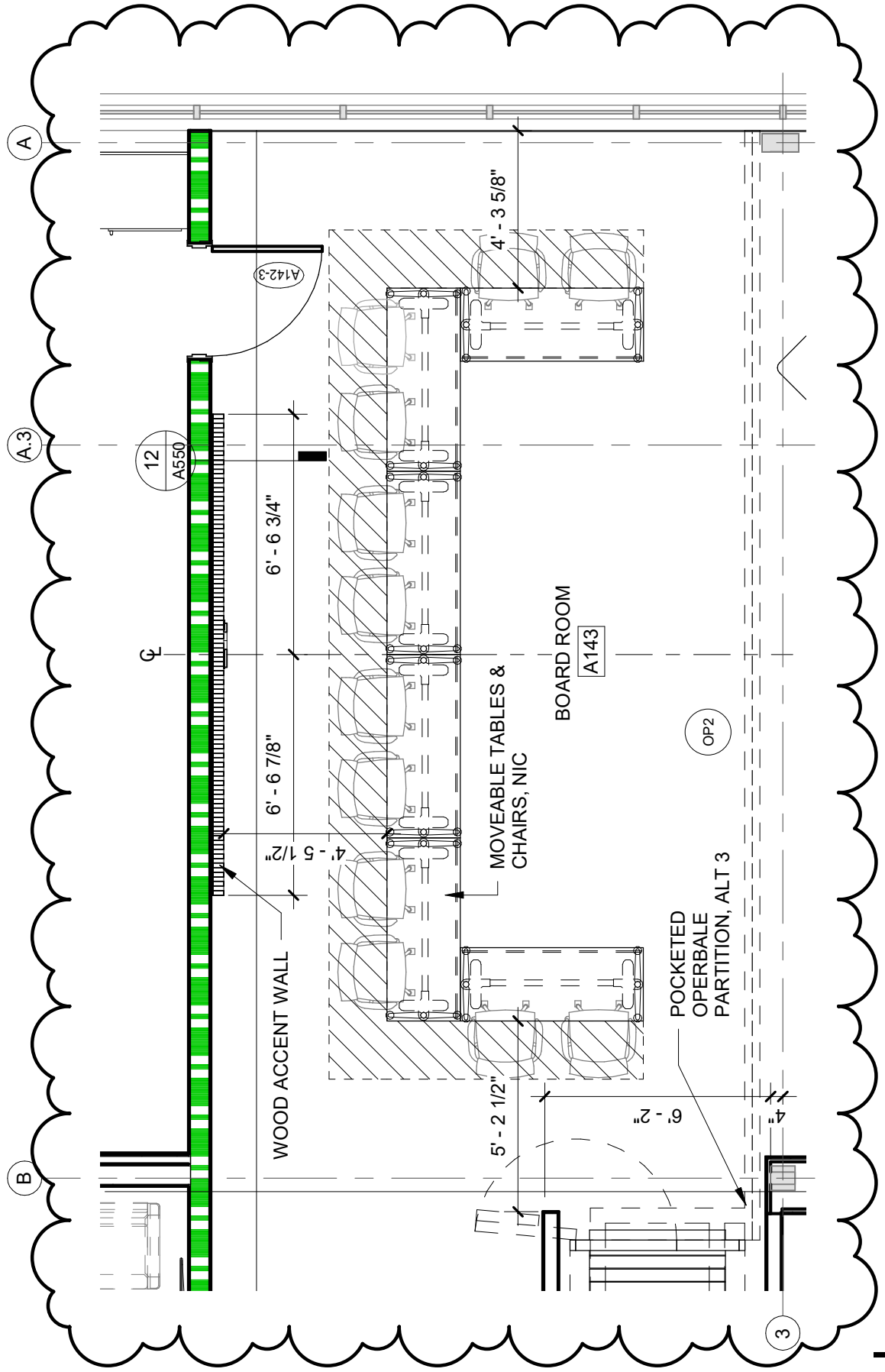
TOILET ACCESSIBLE ACCESSORIES

SCALE: 1/2" = 1'-0" REF. A801



DRINKING FOUNTAIN

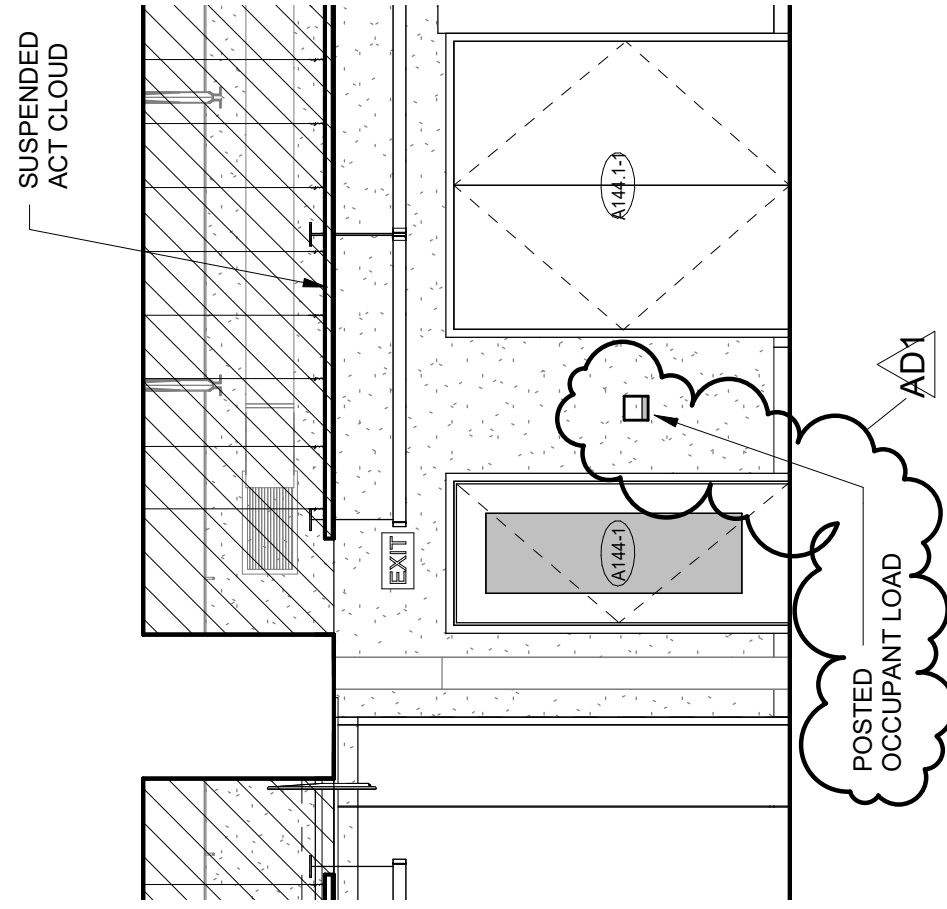
SCALE: 1/2" = 1'-0" REF. A801



1 SUPERINTENDENT, EXEC. CONF. & BD RM

AD1
-A03
SCALE: 1/4" = 1'-0"

REF. 1/A809



2 BOARD RM/CONF/TRAINING - W. ELEV

AD1
-A03
SCALE: 1/4" = 1'-0"

REF. 11/A809

Drawing Number:
**AD1
-A03**

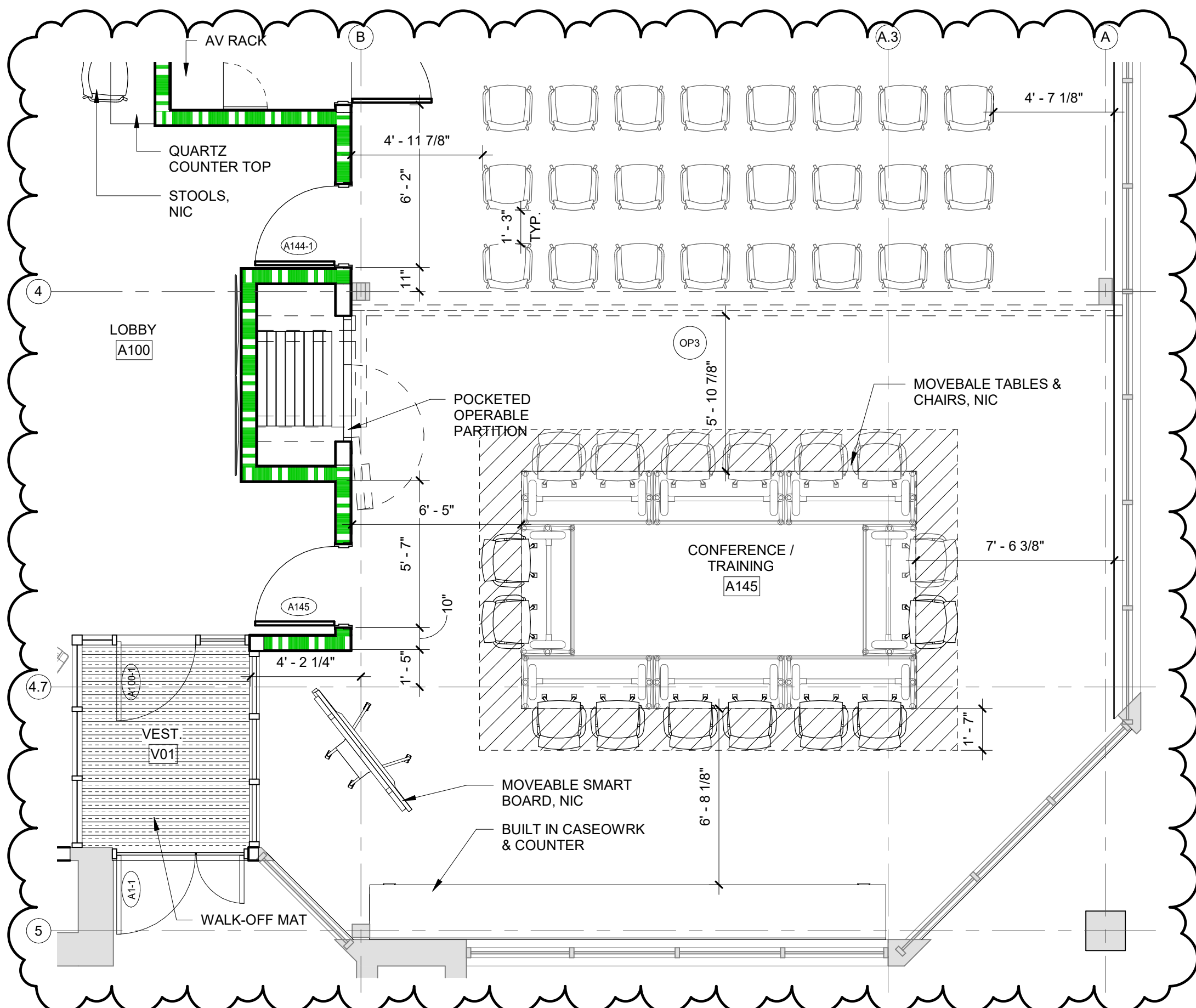
Drawing Title:
**MODIFICATIONS TO BOARD RM PLAN
& ELEVATION**

Date: 01/03/23
Scale: 1/4" = 1'-0"

New Construction of:
**GVSD - DISTRICT ADMINISTRATION
OFFICE**

100 LINDENWOOD DRIVE
MALVERN, PA 19355

SCHRADERGROUP
161 Leverington Ave
Philadelphia, Pennsylvania 19127
Suite 105
T 215 482 7440
F 215 482 7441
www.sgarc.com



1 PARTIAL BOARD RM PLAN

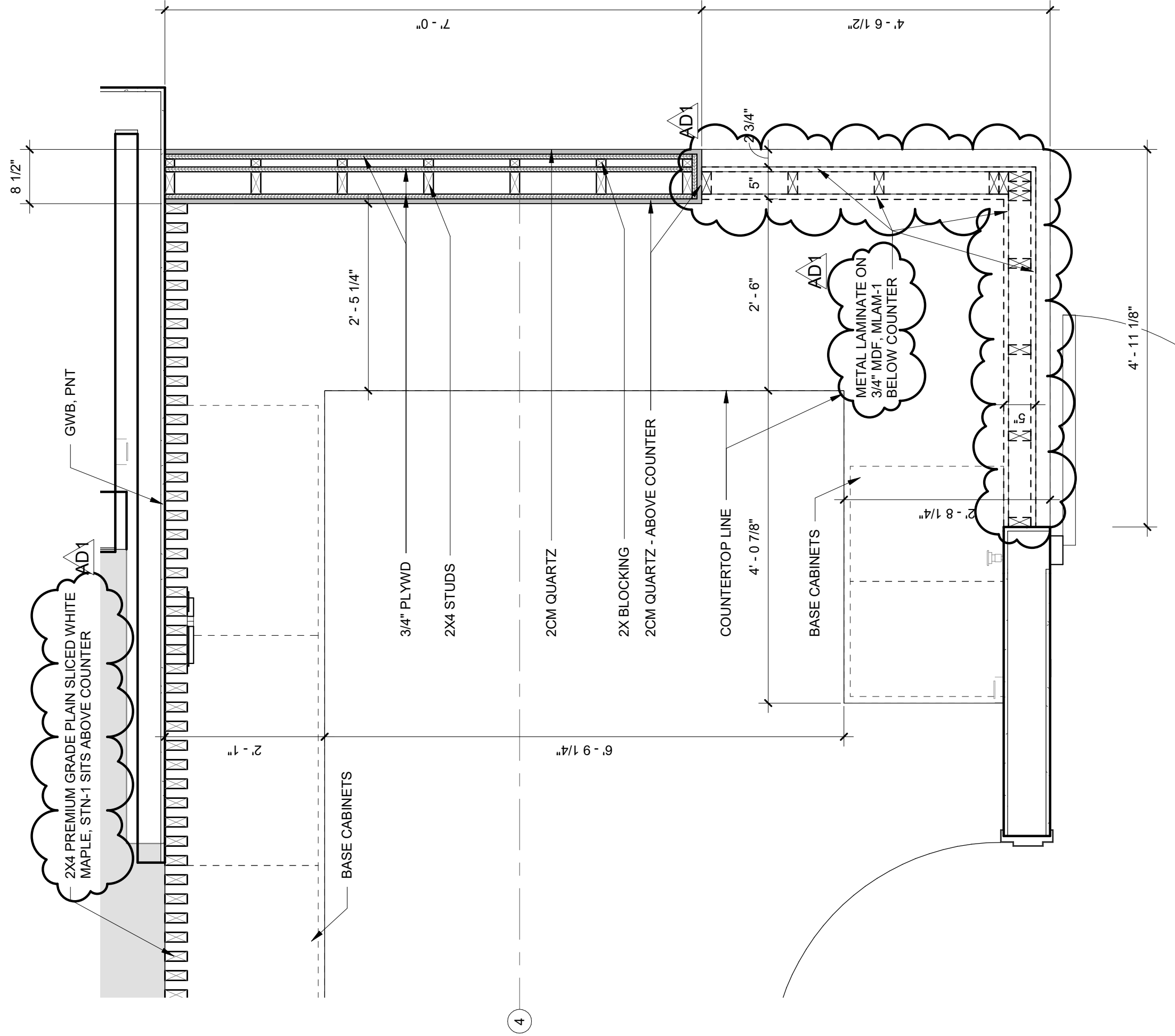
AD1
-A04 SCALE: 1/4" = 1'-0" REF. 1/A809

SCHRADERGROUP
161 Leverington Ave
Philadelphia, Pennsylvania 19127
T 215 482 7440
F 215 482 7441
www.sgarc.com

New Construction of:
GVSD - DISTRICT ADMINISTRATION OFFICE
100 LINDENWOOD DRIVE
MALVERN, PA 19355

Drawing Title:
MODIFICATIONS TO BOARD RM PLAN
Date: 01/03/23
Scale: 1/4" = 1'-0"

Drawing Number:
**AD1
-A04**



1 RECEPTION DESK PLAN DETAIL

SCALE: 3/4" = 1'-0"

REF. 1/A841

AD1
-A05

Drawing Number:
**AD1
-A05**

Drawing Title:
**MODIFICATIONS TO RECEPTION DESK
PLAN**

Date: 01/03/23

Scale: 3/4" = 1'-0"

New Construction of:
**GVSD - DISTRICT ADMINISTRATION
OFFICE**

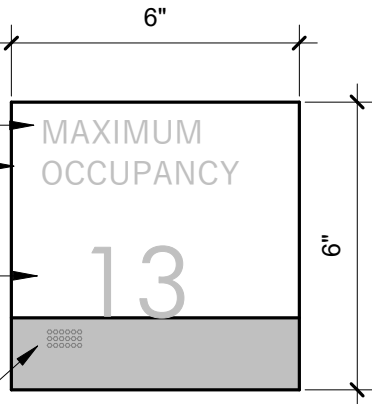
100 LINDENWOOD DRIVE
MALVERN, PA 19355

SCHRADERGROUP
161 Leverington Ave
Philadelphia, Pennsylvania 19127
T 215 482 7440
F 215 482 7441
www.sgarc.com

1/32" RAISED LETTERS
 1/4" THICK
 ACRYLIC PAINTED
 BACKPLATE

CUSTOM COLOR ON 1/8"
 THICK PAINTED
 PHOTOPOLYMER FRONT
 PLATE CUTOUT SYMBOLS

BRAILLE

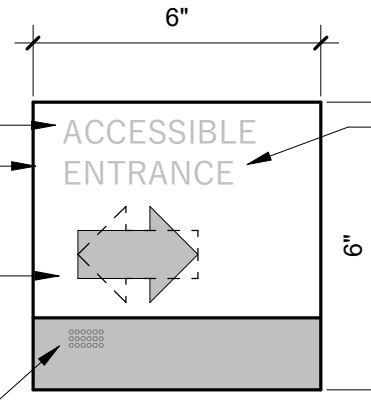


TYPE 7

1/32" RAISED LETTERS
 1/4" THICK
 ACRYLIC PAINTED
 BACKPLATE

CUSTOM COLOR ON 1/8"
 THICK PAINTED
 PHOTOPOLYMER FRONT
 PLATE CUTOUT SYMBOLS

BRAILLE



TYPE 8

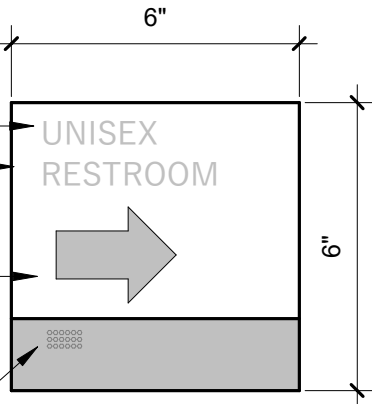
TEXT TO SAY
 ENTRANCE 'OR'
 EXIT DEPENDING
 ON LOCATION

LOCATIONS:
 INSIDE AND
 OUTSIDE DOORS
 A2-1

1/32" RAISED LETTERS
 1/4" THICK
 ACRYLIC PAINTED
 BACKPLATE

CUSTOM COLOR ON 1/8"
 THICK PAINTED
 PHOTOPOLYMER FRONT
 PLATE CUTOUT SYMBOLS

BRAILLE



TYPE 9

LOCATION: SEE 8/A810

NOTES:

1. SIGNAGE WILL BE MOUNTED VIA DOUBLE FACED TAPE AND SILICONE
2. FONT IS TO BE FUTURA
3. PROVIDE BACKPLATE FOR SIGNAGE MOUNTED ON GLASS

1 | ADDITIONAL SIGN TYPES

AD1
 -A06

SCALE: 3" = 1'-0"

REF. 1/A851

-A06

AD1

Drawing Number:

Drawing Title:

ADDITIONAL SIGN TYPES

Date: 01/03/23

Scale: 3" = 1'-0"

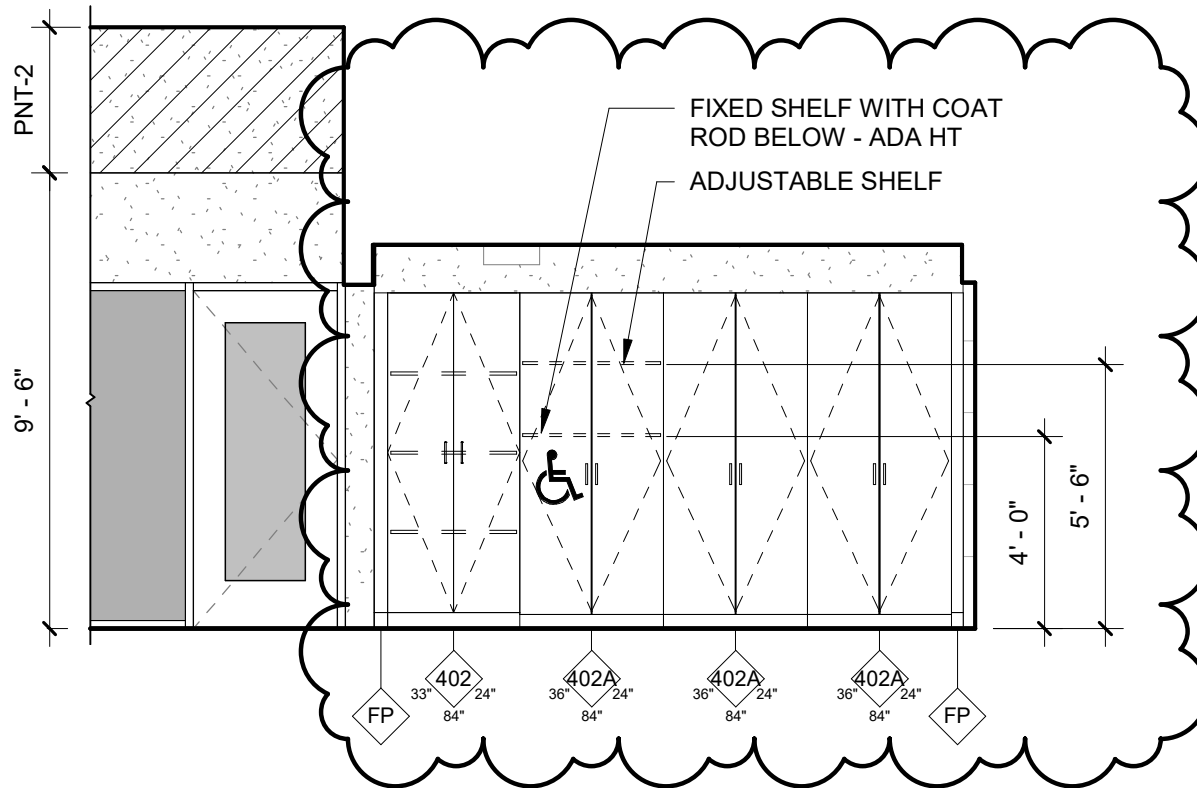
New Construction of:

**GVSD - DISTRICT ADMINISTRATION
 OFFICE**

100 LINDENWOOD DRIVE
 MALVERN, PA 19355

SCHRADERGROUP

161 Leverington Ave Suite 105
 Philadelphia, Pennsylvania 19127
 T 215 482 7440
 F 215 482 7441
 www.sgarco.com



1 | VESTIBULE - W ELEV

AD1
-A07

SCALE: 1/4" = 1'-0"

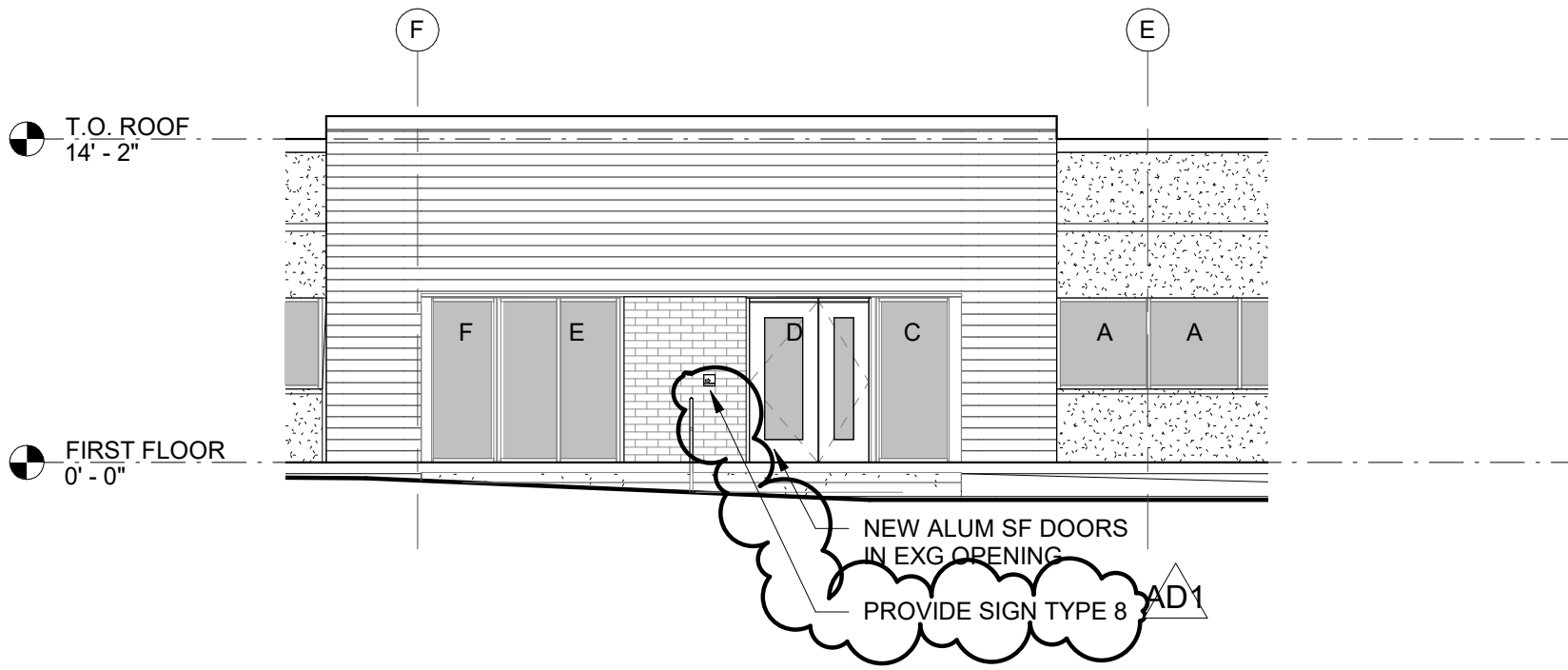
REF. 10/A808

Drawing Number:
AD1
-A07

Drawing Title:	
MODIFICATIONS TO CASEWORK IN VESTIBULE V03	
Date: 01/03/23	
Scale: 1/4" = 1'-0"	

New Construction of:
GVSD - DISTRICT ADMINISTRATION OFFICE
 100 LINDENWOOD DRIVE
 MALVERN, PA 19355

SCHRADERGROUP
 161 Leverington Ave Suite 105
 Philadelphia, Pennsylvania 19127
 T 215 482 7440
 F 215 482 7441
 www.sgarco.com



1 | **SOUTH ELEVATION**
 AD1 -A08 | SCALE: 1/8" = 1'-0" | REF. 1/A201

-A08
AD1
 Drawing Number:

Drawing Title:
ADDED ACCESSIBILITY SIGN TO EXTERIOR

Date: 01/03/23

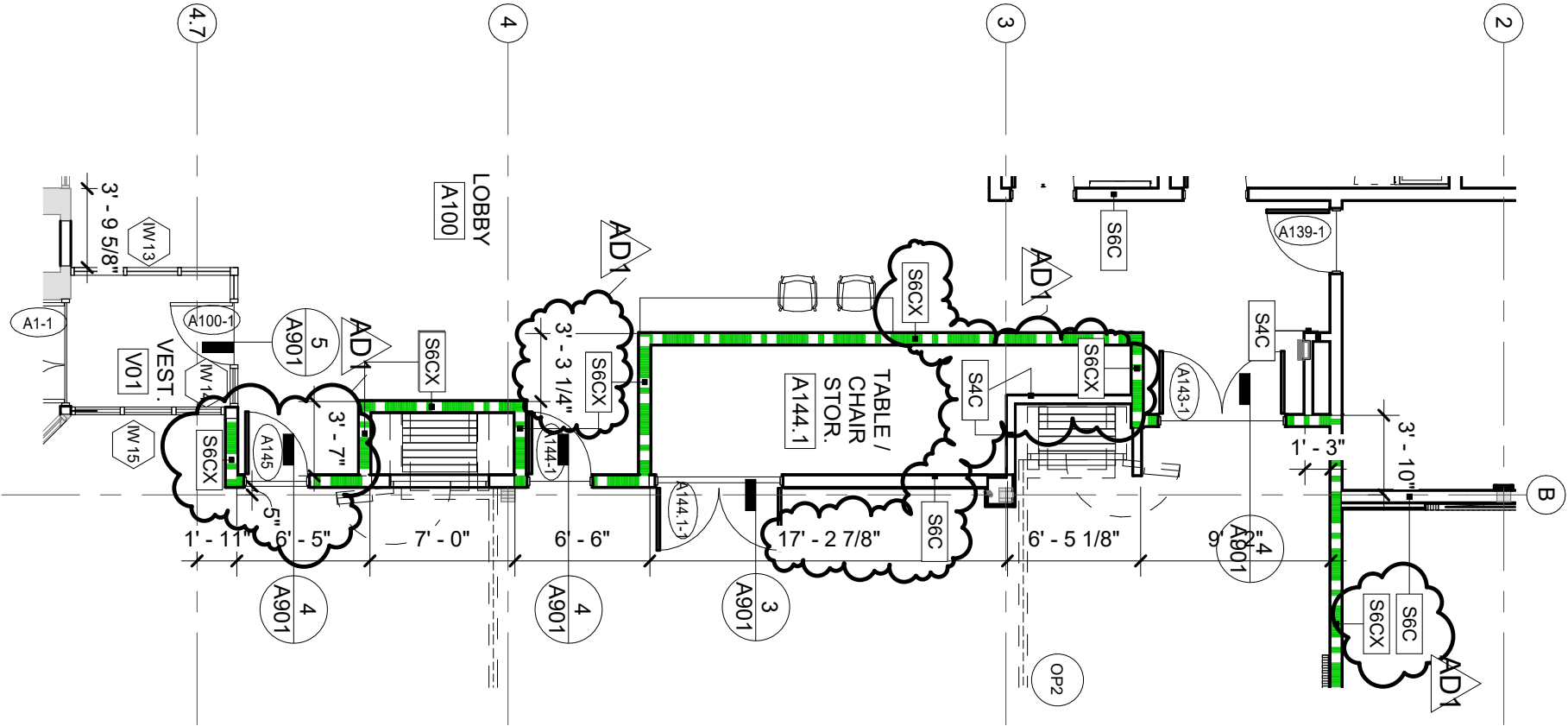
Scale: 1/8" = 1'-0"

New Construction of:
GVSD - DISTRICT ADMINISTRATION OFFICE

100 LINDENWOOD DRIVE
 MALVERN, PA 19355

SCHRADERGROUP

161 Leverington Ave Suite 105
 Philadelphia, Pennsylvania 19127
 T 215 482 7440
 F 215 482 7441
 www.sgarco.com



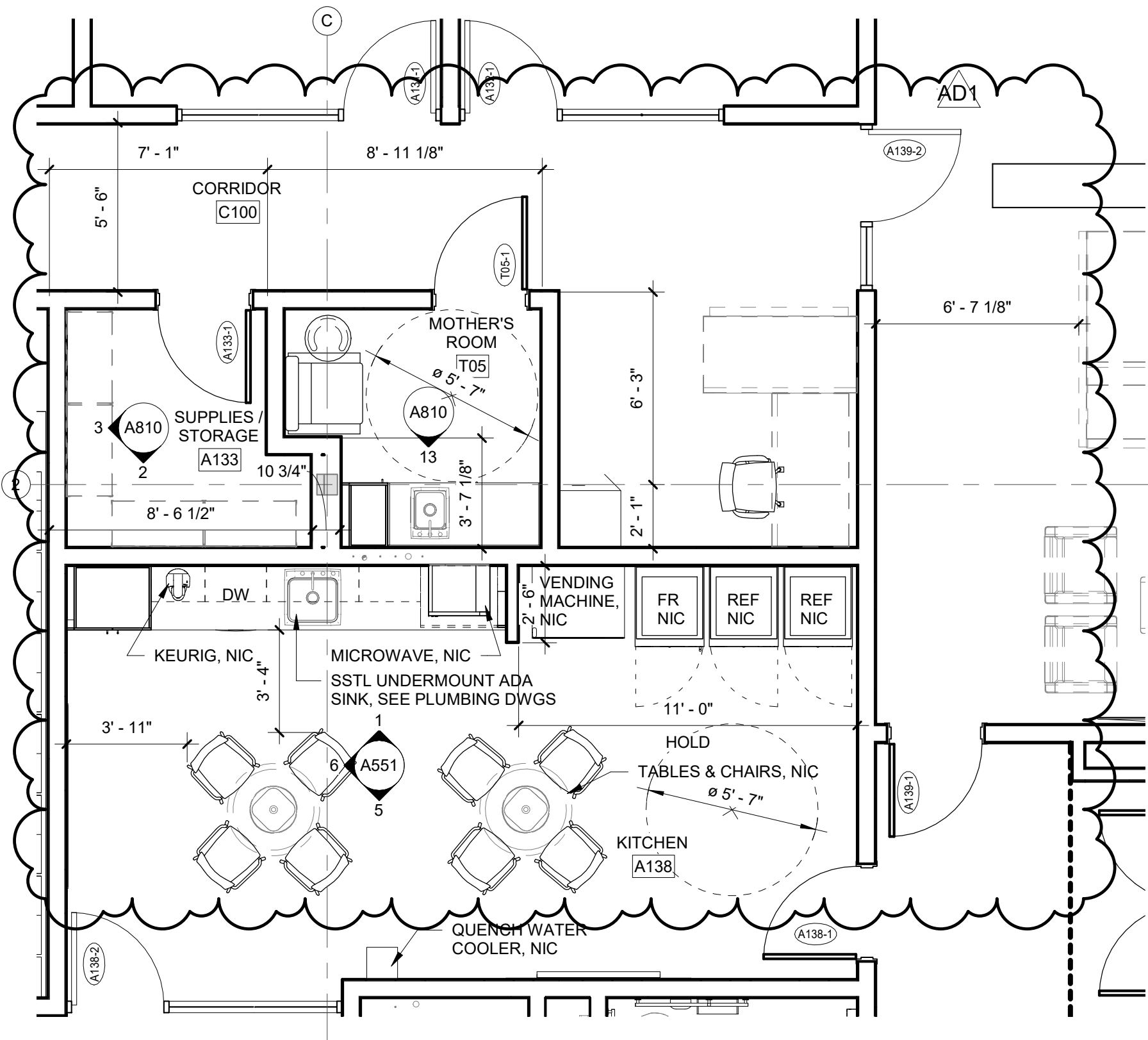
1 PARTIAL FIRST FLOOR DIMENSION PLAN

AD1
-A09

SCALE: 1/8" = 1'-0"

REF: A110

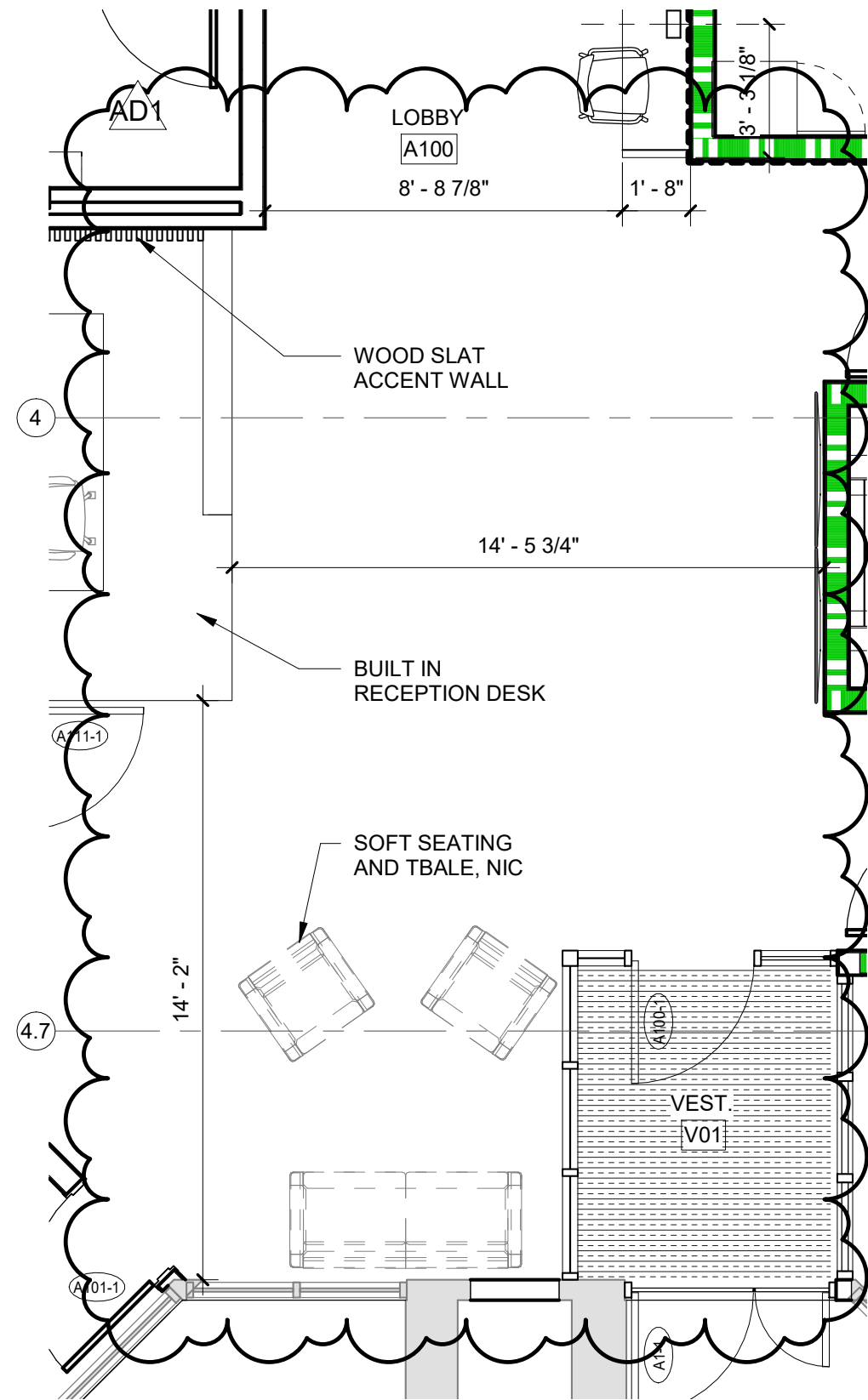
Drawing Number: AD1 -A09	Drawing Title: MODIFIED WALL TYPES AND DIMENSIONS AT BOARD ROOM A144	New Construction of: GVSD - DISTRICT ADMINISTRATION OFFICE 100 LINDENWOOD DRIVE MALVERN, PA 19355	SCHRADERGROUP 161 Leverington Ave Suite 105 Philadelphia, Pennsylvania 19127 T 215 482 7440 F 215 482 7441 www.sgarc.com
	Date: 01/03/23		
	Scale: 1/8" = 1'-0"		



1 PARTIAL PLAN AT KITCHEN AND MOTHER'S ROOM

AD1
-A10 SCALE: 1/4" = 1'-0"

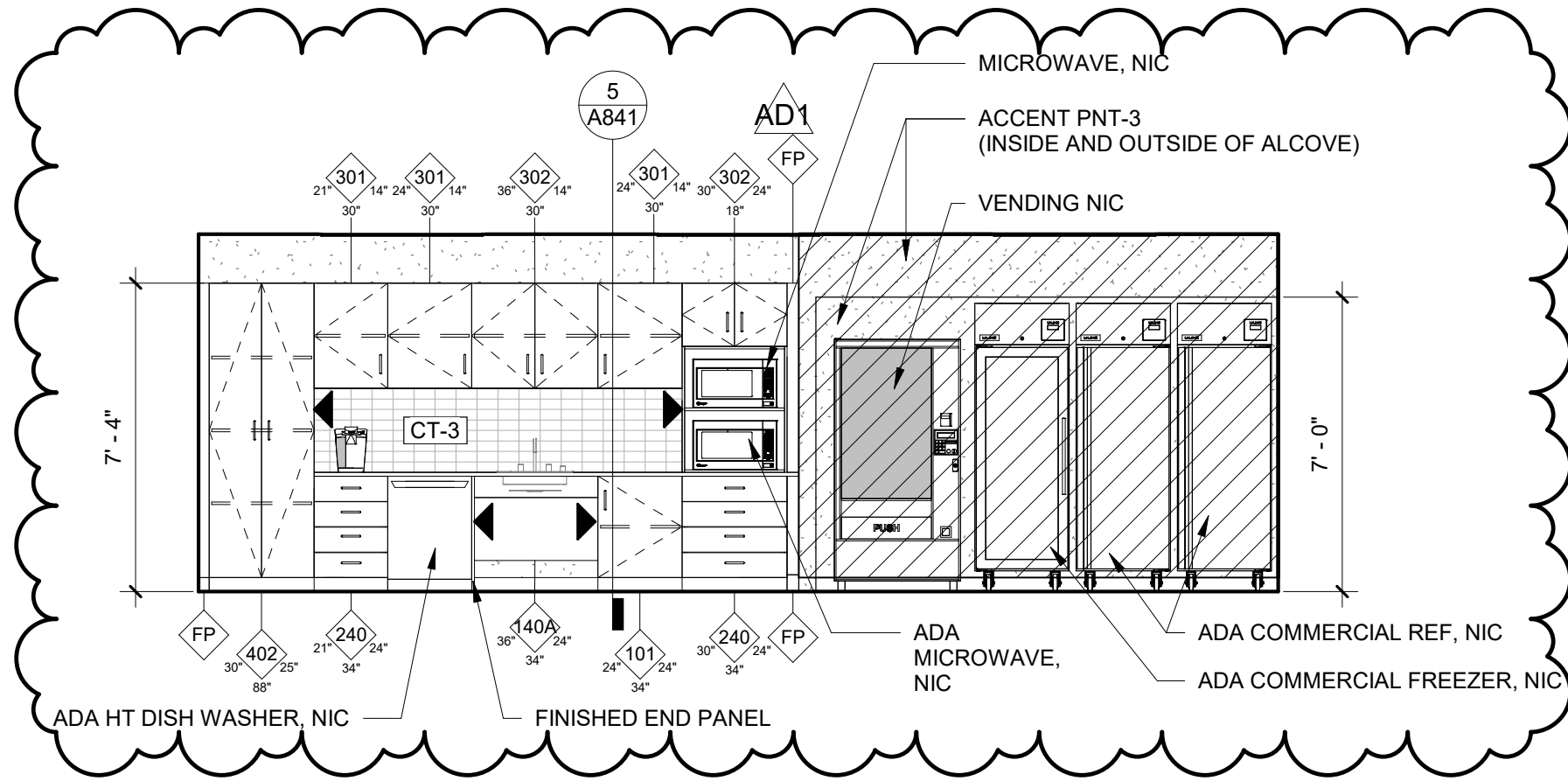
REF. 1/A810



2 PARTIAL PLAN AT LOBBY

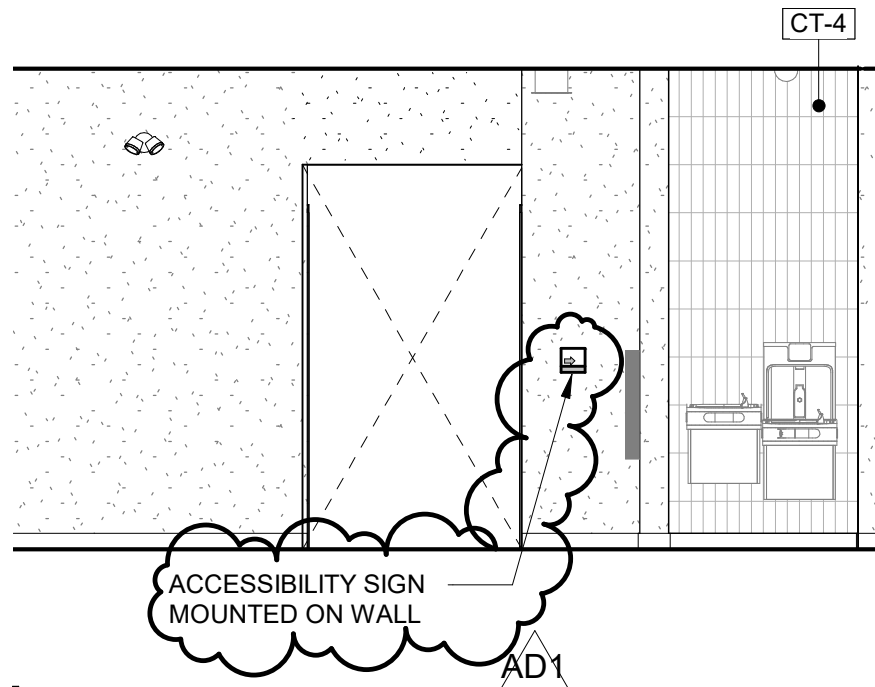
AD1
-A10 SCALE: 1/4" = 1'-0"

REF. 1/A810



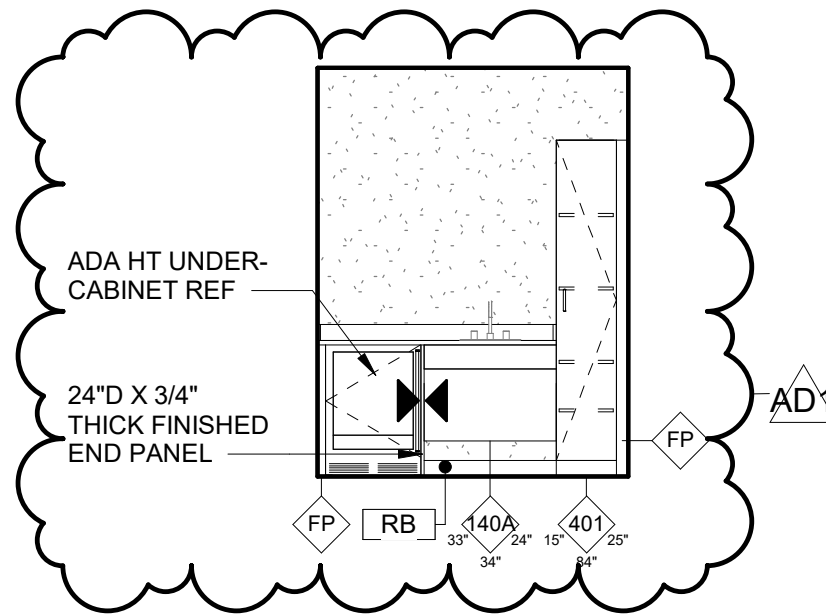
1 KITCHEN - N. ELEV

AD1 -A11 SCALE: 1/4" = 1'-0" REF. 4/A810



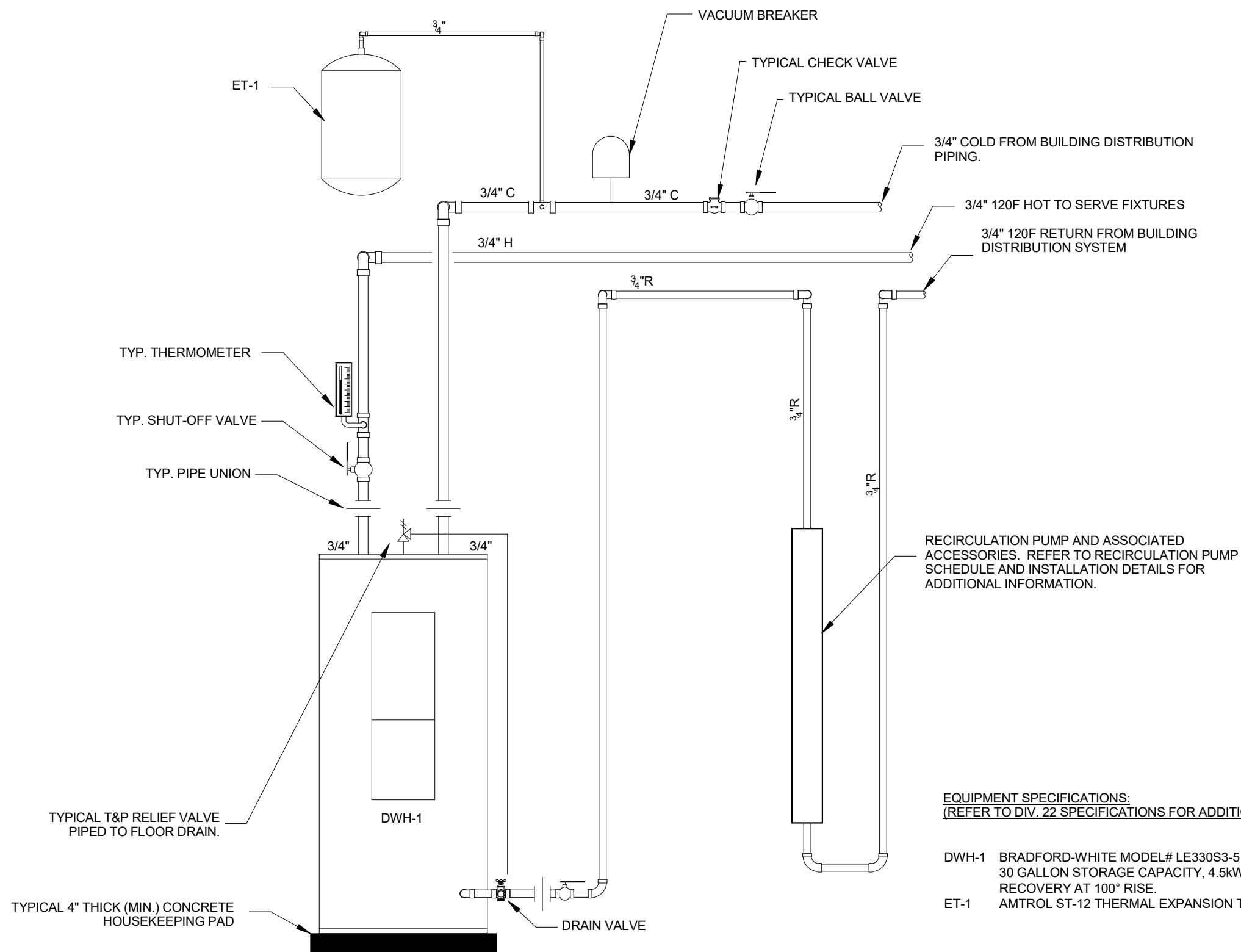
2 LOBBY - PARTIAL W. ELEV

AD1 -A11 SCALE: 1/4" = 1'-0" REF. 8/A810



3 MOTHER'S ROOM - S ELEV

AD1 -A11 SCALE: 1/4" = 1'-0" REF. 13/A810



EQUIPMENT SPECIFICATIONS:
(REFER TO DIV. 22 SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- DWH-1 BRADFORD-WHITE MODEL# LE330S3-5 (277V - Single phase)
 30 GALLON STORAGE CAPACITY, 4.5kW STAGED INPUT, 18 GPH
 RECOVERY AT 100° RISE.
- ET-1 AMTROL ST-12 THERMAL EXPANSION TANK, 4.7 GAL. CAP.

Domestic Water Heater Installation Detail (Commercial Light Duty - Electric)

Scale: None

SCHRADERGROUP
 161 Leverington Ave
 Philadelphia, Pennsylvania 19127
 T 215 482 7440
 F 215 482 7441
 www.sgarc.com

New Construction of:
**GVSD - DISTRICT ADMINISTRATION
 OFFICE**
 100 LINDENWOOD DRIVE
 MALVERN, PA 19355

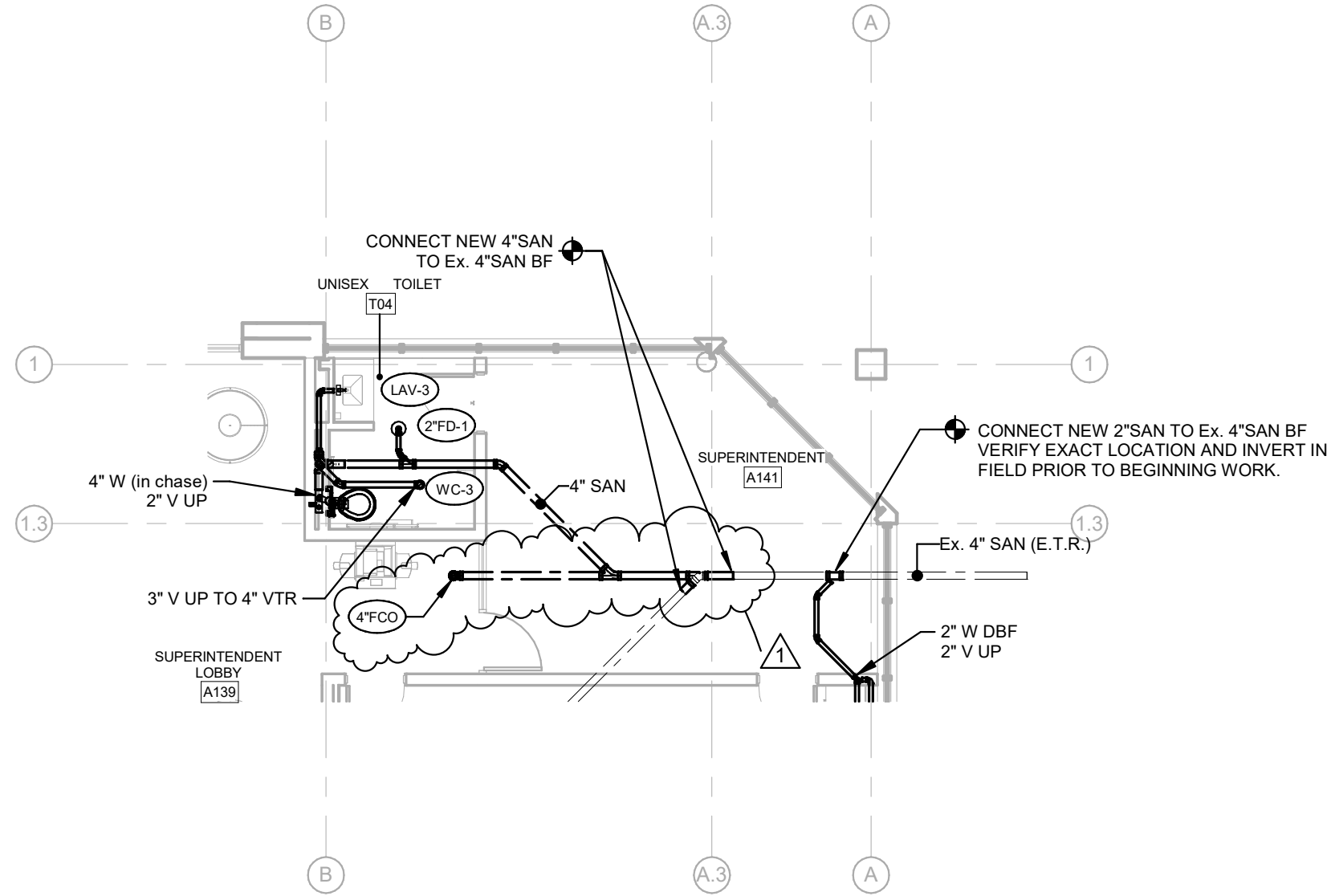
Drawing Title:
REVISED WATER HEATER DETAIL

Date: 01/04/23

Scale:

Drawing Number:

**AD1
 -P01**



1 PARTIAL FIRST FLOOR PLAN - DRAINAGE & VENT

AD1
-P02 SCALE: 1/8" = 1'-0"

REVISION NOTES

- ADD 4"FCO AND REVISE ASSOCIATED DRAINAGE PIPING CONNECTING TO EXISTING SANITARY DRAINAGE PIPING BELOW FLOOR AS INDICATED.

THIS SKETCH REVISES DRAWING P101
THIS IS A PARTIAL PLAN INDICATING REVISIONS AS CLOUDED OR NOTED. REFER TO ORIGINAL CONTRACT DRAWINGS FOR ALL ADDITIONAL WORK REQUIRED.

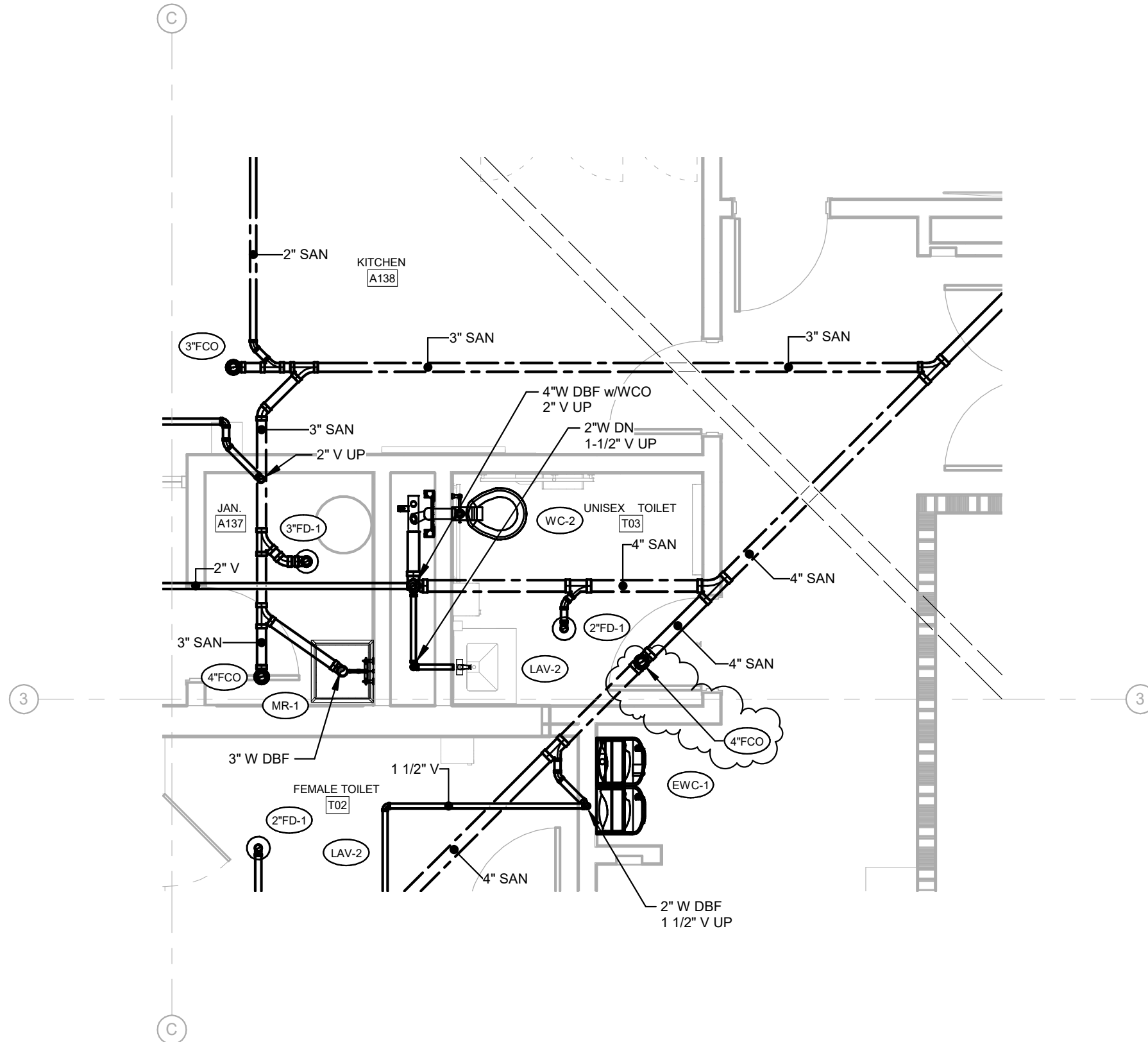
Drawing Number:
**AD1
-P02**

Drawing Title:
**FCO ADDITION AT SUPERINTENDENT
A141**

Date: 01/04/23
Scale: 1/8" = 1'-0"

New Construction of:
**GVSD - DISTRICT ADMINISTRATION
OFFICE**
100 LINDENWOOD DRIVE
MALVERN, PA 19355

SCHRADERGROUP
161 Leverington Ave
Philadelphia, Pennsylvania 19127
Suite 105
19127
T 215 482 7440
F 215 482 7441
www.sgarc.com



1 PARTIAL ENLARGED PLAN - DRAINAGE & VENT

AD1
-P03 SCALE: 1/4" = 1'-0"

REVISION NOTES
- ADD 4"FCO TO BELOW SLAB SANITARY DRAINAGE PIPING AT TOILET T03 AS INDICATED.

THIS SKETCH REVISES DRAWING P301
THIS IS A PARTIAL PLAN INDICATING REVISIONS AS CLOUDED OR NOTED. REFER TO ORIGINAL CONTRACT DRAWINGS FOR ALL ADDITIONAL WORK REQUIRED.

SCHRADERGROUP
161 Leverington Ave
Philadelphia, Pennsylvania 19127
T 215 482 7440
F 215 482 7441
www.sgarc.com

New Construction of:
GVSD - DISTRICT ADMINISTRATION OFFICE
100 LINDENWOOD DRIVE
MALVERN, PA 19355

Drawing Title:
FCO ADDITION AT TOILET T03
Date: 01/04/23
Scale: 1/4" = 1'-0"

Drawing Number:
**AD1
-P03**

DRAFT AIA® Document A701™ - 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Renovations to District Administration Office
Great Valley School District
100 Lindenwood Drive
Malvern, Pennsylvania 19355

THE OWNER:

(Name, legal status and address)

Great Valley School District
301 Lindenwood Drive, Suite 210
Malvern, PA 19355

THE ARCHITECT:

(Name, legal status and address)

Schrader Group Architecture, LLC
161 Leverington Avenue, Suite 105
Philadelphia, PA 19127

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

§ 2.1.5 By submitting its bid, the Contractor represents that it has included the cost to provide all insurance required by the Contract Documents.”

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.

§ 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 in writing to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 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, after the Contractor has been selected, 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 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

See Supplementary Instructions to Bidders

§ 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 "BID –RENOVATIONS to GVSD DISTRICT ADMINISTRATION OFFICE" 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

See Supplementary Instructions to Bidders

ARTICLE 5 CONSIDERATION OF BIDS

See Supplementary Instructions to Bidders

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

See Supplementary Instructions to Bidders

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

DRAFT AIA® Document A101™ – 2017

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

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

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

Great Valley School District
301 Lindenwood Drive, Suite 210
Malvern, PA 19355

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

[Redacted Contractor Information]

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

Renovations to District Administration Office
100 Lindenwood Drive
Malvern, PA 19355

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

Schrader Group Architecture, LLC
161 Leverington Avenue, Suite 105
Philadelphia, PA 19127

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.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement will be fixed in the Notice to Proceed.

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

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

§ 3.3 Substantial Completion

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

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

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

By the following date:

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

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

The Contractor expressly acknowledges time limits stated in the Contract Documents relating to its performance are of the essence of the Contract. If Work is not completed as scheduled, the Owner will incur financial losses difficult, if not impossible to calculate including, without limitation, loss of revenue/reimbursement, increased operating costs, increased financial costs, increased professional service fees, and other temporary costs as may be required to conduct the Owner's academic and construction programs. The Contractor agrees that it is aware of and anticipates these consequences. Should the Contractor fail to complete the Work in accordance with the Contract Documents, the Contractor and its Surety shall pay to the Owner liquidated damages as set forth in Section 18 of the Supplemental Instructions to Bidders. The Owner may, at its option, either retain the liquidated damages from payments otherwise due the Contractor, or demand and recover the liquidated damages from the Contractor and its Surety by other means. The liquidated damages do not include amounts for which the Contractor and its Surety may be liable to the Owner for claims by other contractors under the Contract Documents or applicable law.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

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

§ 4.5 Liquidated damages, if any:

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

The Contractor shall be liable to the Owner for the sum of \$1,000.00 daily, assessable as liquidated damages and not as a penalty

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment and any additional appropriate paperwork required is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than the end of the following month () days after the Architect receives the Application for Payment from the Prime Contractor. The Contractor recognizes that formal payment approvals by the Board of School Directors area required by law and are a precondition to payment. The Owner reserves the right to withhold payment to Contractor if Contractor has not submitted its certified payroll certificates, all subcontractor e-verification forms, all criminal background checks, child abuse clearance ad FBI fingerprinting forms, or any other materials required by Federal, State or Local law, or policy or procedure of the Owner as applicable until such time as Contractor has complied.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

As set forth in the General Conditions of the Contract, AIA A201-2017, as amended, contained in Volume 1 of the Contract Documents.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 Owner has received final certificates of occupancy from all authorities having jurisdiction over the Work who are legally empowered to issue such certificates.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than forty-five (45) days after the issuance of the Architect’s final Certificate for Payment, and the Contractor has submitted all required paperwork, including without limitation, certified payroll certificates, e-verification forms, criminal records checks, child abuse and FBI fingerprinting, consent of surety and final certification and waiver of claims and liens:

§ 5.3 Interest

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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as amended.

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~

~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Charles E. Peterson, Jr.
Director of Business Affairs
Great Valley School District
301 Lindenwood Drive, Suite 210
Malvern, PA 19355

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2017, as amended ~~AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and AIA A201-2017, as amended ~~elsewhere in the Contract Documents.~~

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

1. Notwithstanding the foregoing, the Owner is subject to the Pennsylvania Right to Know law, 65 P.S. 67.101, et.seq. (“Act”) and Contractor acknowledges that the Owner shall abide by the Act, including honoring all proper public records requests made thereunder. In the event Owner discloses information which the Contractor deems “confidential” or “business proprietary” in accordance with its obligations under the Right to Know Law, such disclosure shall not be a breach or other violation hereof.

2. The parties hereto agree that the services provided by Contractor are in its capacity as, and Contractor is, independent contractor of Owner. Contractor and its subcontractors, employees, contractors, representatives, agents or other persons acting on its behalf, are not employees of the Owner for any reason. Furthermore, neither party shall have the authority to bind the other party or assume or create any obligation, liability, responsibility, express or implied, for or on behalf of such other party. This Agreement does not establish a partnership or joint venture by and between the parties hereto.

3. This Agreement is for the sole and exclusive benefit of the parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other party or entity.
4. Notwithstanding any other provisions contained herein or in any of the Construction Documents, Owner expressly reserves, and does not waive, any and all rights, protections, indemnifications or other limitations on damages afforded to Owner pursuant to the Pennsylvania Political Subdivision Tort Claims Act Pa.C.S. § 8501, et. seq. In the event that Owner pursues, or is subject to, any litigations, claim or cause of action under this Agreement, Owner expressly reserves, and expressly does not waive, its right to raise or advance such litigation, defense claim or cause of action under any available legal theory or doctrine available to the Owner, including, but not limited to, the doctrine of *nullum tempus*.
5. No waiver of any of the term, conditions or provisions of this Agreement or any of the Contract Documents shall be deemed to constitute a waiver of any other of the provisions of this Agreement or any of the Contract Documents, as applicable, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
6. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is deemed by any court of competent jurisdiction to be unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be lawful, valid, enforceable and have full force and effect as if the unlawful, invalid or unenforceable part had not been included.
7. Unless the context otherwise requires, singular nouns and pronouns (including defined terms), when used herein, shall be deemed to include the plural and vice versa, and impersonal pronouns shall be deemed to include the personal pronoun of the appropriate gender.
8. This Agreement may be executed in duplicate counterparts by Contractor and Owner, the legal effect of which shall be the same as if both parties had signed the same instrument. Furthermore, facsimile and e-mail signatures shall be legal and binding for all purposes.
9. The heading in this Agreement are for convenience of reference only and shall not affect the construction hereof.
10. This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, promises, representations or agreements, either written or oral. Any prior agreements, promises, negotiations, or representations of either party not expressly set forth in this Agreement are of no force and effect, This Agreement may be amended only by written instrument signed by both Owner and Contractor. The parties hereto agree that no Owner official, director, agent or employee, other than the Board of School Directors of the Owner acting as a body at a duly called Board meeting, has authority to authorize entry into any Agreement or to modify the terms of this Agreement on behalf of the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

- .4 Drawings

Title of Drawings Exhibit: Exhibit B – List of Drawings attached hereto and included herein.

Number	Title	Date

- .5 Specifications

Title of Specification Exhibit: Exhibit A – Table of Contents attached hereto and included herein.

Section	Title	Date	Pages

.6 Addenda, if any:

Number	Date	Pages

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

.7 Other Exhibits:

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

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

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

This Agreement entered into as of the day and year first written above, and is executed in at least three (3) original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

**SECTION 007000 - GENERAL CONDITIONS OF THE PROJECT FOR CONSTRUCTION AIA
A232-2009 (AMENDED) AND RIDER TO AIA A232 GENERAL CONDITIONS
ADDENDUM 1**

This is a SAMPLE AIA Document: There is no implied permission to reproduce this document. The original document purchased by the user is intended to be consumed in the course of this project.

This section contains **fifty-five (55)** pages, not including this cover page.

THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Renovations to District Administration Office
100 Lindenwood Drive
Malvern, PA 19355

THE OWNER:

(Name, legal status and address)

Great Valley School District
301 Lindenwood Drive, Suite 210
Malvern, PA 19355

THE ARCHITECT:

(Name, legal status and address)

Schrader Group Architecture, LLC
161 Leverington Avenue, Suite 105
Philadelphia, PA 19127

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

**Owner's Right to Perform Construction and to
Award Separate Contracts**

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION

OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 MISCELLANEOUS DEFINITIONS

§ 1.1.9.1 The term "Product" as used throughout the Contract Documents include materials, Owner purchased materials, systems, and equipment.

§ 1.1.9.2 The term “Project Manual” as used throughout the Contract Documents are the volumes which includes the bidding requirements, samples forms, and certain of the Contract Documents such as the **Conditions of the Contract and Specifications.**

§ 1.1.9.3 The term “indicated” refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications and similar requirements in Contract Documents. Where terms such as “shown”, “noted”, “specified” are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

§ 1.1.9.4 The term “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean “directed by the Architect” and similar phrases. However, no implied meaning shall be interpreted to extend the Architect’s responsibility into the Contractor’s area of construction supervision.

§ 1.1.9.5 The term “approved” where used in conjunction with the Architect’s action on the Contractor’s submittals, applications, and requests is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

§ 1.1.9.6 The term “furnish” is used to mean “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations”. It is acknowledged that Owner will supply certain materials, but Contractor shall be responsible for its delivery.

§ 1.1.9.7 The term “install” is used to describe operations at the Project site including the actual uploading, unpacking, assembly, erection, placing, anchoring, applying, working to dimensions, finishing, curing, protecting, cleaning, and similar operations”.

§ 1.1.9.8 The term “provide” means to furnish and install complete and ready for the intended use.

§ 1.1.9.9 The term “an installer” is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term “experienced” when used with the term “installer” means having a minimum of five (5) previous projects similar in size and scope to this Project and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.

§ 1.1.9.10 The term PADOT means “The Pennsylvania Department of Transportation”.

§ 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. **In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities with the highest being #1 descending to #7.**

- 1. AIA Document A101-2017, as amended Standard Form of Agreement between Owner and Contractor.**
- 2. Addenda, with those of later date having precedence over those of earlier date.**
- 3. Multiple Contract Summary (Section 011200)**
- 4. The General Conditions of the Contract for Constructions, as modified by the Rider.**
- 5. Specifications – Division 0-1.**
- 6. Technical Specifications – Divisions 2-29.**
- 7. Drawings.**

In the case of an inconsistency between Drawings and Specifications or within either document not clarified by Addendum, the better quality or greater quality of Work shall be provided in accordance with the Architect's interpretation.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control 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.

§ 1.2.4 In case of discrepancy between Drawings and Specifications, such conflict shall be promptly referred to the Architect. The Architect shall review for interpretation and final decision.

§ 1.2.5 Where the Work is shown in complete detail on only half or portion of a Drawing or there is an indication of continuation, the remainder being shown in outline, the work drawn out in detail shall be understood to apply to other like portions of the structure. On all Work of a remodeling nature or installation within the present buildings, it will be the responsibility of the Contractor, by personal inspection, to satisfy himself as to the correctness of any information given which may affect the quantity, size, and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or within the Specifications.

§ 1.2.6 No measurement of a drawing by scale shall be used as a working dimension. Working measurements shall be taken from figured dimensions.

§ 1.2.7 Contractor shall carefully examine all Contract Drawings and Specifications. If any discrepancies occur between the Drawings or between the Drawings and Specifications, the Contractor shall report such discrepancies to the Architect in writing and obtain written instructions as to the manner in which to proceed. No departures from the Contract Documents shall be made without prior written approval of the Architect.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.7.1 The Architect will make available to the Contractor, upon request, CADD files of the contract drawings for the Contractor's purposes in producing Shop drawings. The Contractor shall request CADD files of specific drawings using the Electronic Medial Release Form attached to these General Conditions. Upon receipt of the Release For, CADD files of the requested drawings will be forwarded to the Contractor via a Sharefile link.

§ 1.7.2 Should the Contractor request and receive project information in an electronic format for his use in the execution of his Work, it is understood the electronic files provided are for informational purposes only and do not necessarily represent a final and/or complete design of the Protect and its systems. Contractor shall not be entitled to rely on the accuracy of the information provided and instead, shall verify all information and actual Protect conditions. Neither the Owner nor Architect shall be responsible for the information contained on the electronic files or subsequent use thereof. Owner and Architect caution any user of the electronic files that subsequent changes may have been made to the Protect and/or Contract Documents which are not reflected on the electronic files. Only final stamped drawings represent an accurate record of the Architect's design.

The Contractor agrees to indemnify and hold harmless the Owner, Architect, and their respective officers, directors, representatives, insurers, agents, employees and assigns from any and all claims, actions, damages, losses, and costs arising out of or related to the Contractor's request for and use of the electronic files, including, but not limited to any errors, omissions, anomalies, or variances contained therein. Such indemnity of the Architect shall not extend to claims, losses or expenses arising from: (1) the preparation or approval by an architect, engineer, surveyor or his agents, servants, employees or invitees of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, engineer, surveyor or his agents, servants or employees provided such giving or failure to give is the primary cause of the damage, claim, loss or expense.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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;

however, because the Owner is a Pennsylvania public school district, only its Board of School Directors through formal action at a public meeting may increase the Owner's financial obligations under the Agreement. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Project is for construction of a public school; therefore, the Project is not subject to liens under Pennsylvania law.

~~§ 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 Evidence of the Owner's Financial Arrangements – Intentionally Deleted

§

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 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.

§ 2.3.5 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.

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

§ 2.3 Owner's Right to Stop the Work

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

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 72 hour 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, but shall not be obligated to, after such 72 hour period, without prejudice to other remedies the Owner may have immediately correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's 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 are both subject to prior approval of the Architect, after consultation with the Construction Manager including without limitation the Owner's attorneys' fees. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~ **Nothing in this paragraph shall obligate the Owner to carry out the Work for the benefit of the Contractor.**

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit 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, subject to Section 15.1.7, 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. **The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any work not clearly and consistently defined in detail in the Contract Documents, special requests, additional drawings or instructions from the Architect. If the Contractor proceeds with such work without obtaining further drawings or instruction, he shall correct work incorrectly done at his own expense.**

§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.3.4 Contractor's supervision of Work shall include expediting and coordination of Work of trades. Contractor shall perform all supervising and procuring required to ensure delivery of materials to maintain Work schedules of Subcontractors and progress schedule of project to ensure full completion of Work, to supply equipment or instruments necessary to complete specified test, checks, balancing of system, to furnish operating instructions, etc.

§ 3.3.5 The Contractor, his employees or his Subcontractors shall not install any product or equipment in a manner which is in direct conflict with the manufacturer's recommended requirements. If the manufacturer of the product or equipment has requirements which cannot be met by the specific application indicated, the Contractor shall bring this information to the attention of the Architect. Products or equipment installed contrary to their manufacturer's requirements shall be replaced at no additional cost to the Owner unless specifically authorized in writing by the Architect.

§ 3.3.6 When complex mechanical and electrical installations are involved, Contractor's representatives shall be sufficiently familiar with these trades to provide intelligent and efficient supervision through all phases of 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. **The Contractor shall comply with the provisions of Section 002110 of the Project Manual regarding Background Checks for each owner, employee, subcontractor, agent or other representative individual who will be on site. Owner specifically reserves the right to reject any person Owner deems unfit to be permitted on school ground and in proximity to students. Upon written notice from Owner, Contractor shall have all such persons removed from the Project. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania Public School Code and/or Subchapter C.2 of the Child Protective Services Law.**

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

3.6.1 The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount. Notwithstanding foregoing, however, the Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. The Contractor and all Subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and/or use tax all tangible personal property within definition of 'building machinery and equipment' as that term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). No charges shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which exemptions will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent exemptions from taxes apply. In order to facilitate such purchase, free of sales and/or use tax in Pennsylvania, and upon certification by Contractor that item is, in fact, tax exempt, the Owner agrees to execute tax exemption certificate prepared by the Contractor or Subcontractor as may be required by regulations of the Pennsylvania Department of Revenue.

3.6.2 Access to Accounting Records: The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement and system shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for period of three years, or for such longer period as may be required by law, after the Final Payment.

3.6.3 Assignment of Refund Rights: The Contractor agrees to assign and transfer to the Owner all its rights to any taxes or fees which may be refunded as result of claim for refund for materials purchased in connection with this Contract. The Contractor further agrees that it will not file claim for refund for any sales or use tax, which is subject of this assignment.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly

provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions **with contemporaneous notification to the Architect**. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

§ 3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items and materials covered by allowances shall be supplied by the Contractors and in the amounts indicated in Section 012750 – "Unit Prices and Quantity Allowances."

§ 3.8.2 Quantity Allowances at Unit Prices included in the Contractor's Base Bid must be included in the Contractor's Base Bid with the understanding that unused allowances will be credited back to the Owner by change order.

~~§ 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. **The Project Superintendent must be approved by the**

Owner and Architect prior to the start of Work. Within ten (10) days following receipt of notice to proceed, the Contractor shall submit a resume of the proposed Superintendent who will be on site full time. The resume shall include at least three (3) recent projects of similar contract scope with the names and telephone numbers of Owner and Architect representatives for each project. The Superintendent shall be on site full time and shall not be changed except with the consent of the Owner and Architect, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. In any event, a replacement Superintendent shall be subject to the approval of the Owner and Architect.

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

§ 3.9.4 If during the course of the project it is evident to the Owner that the superintendent is not competent or is not managing the progress of the project or is not coordinating the various trades under his supervision, then the Owner will document such findings to the Contractor. If within ten (10) days of receiving such notice, no substantial effort or correction of the finding is made, then the Architect, as requested by the Owner may require the replacement of the superintendent with an acceptable one.

§ 3.9.5 The superintendent shall be physically present at the project site until substantial completion of the Contractor's Work. At the Owner's request and after consultation with the Contractor, the Contractor shall assign a different superintendent to the Project should the Owner deem such change necessary, in accordance with paragraph 3.9.2.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the other prime contractors 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 Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect 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, design mixes, calculations, 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 how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

§ 3.12.5.1 Except where otherwise specified or agreed by Architect, the Contractor shall submit all shop drawings, product data, samples and similar submittals within ninety (90) days of the Notice to Proceed. When such initial submittals are rejected or otherwise required to be corrected and resubmitted, Contractor shall transmit complying submittals promptly so as to avoid delay in the Work, and in any case within thirty (30) days after return of the initial submittal, unless otherwise agreed by the Architect. Notwithstanding these time requirements for submittals, submittals that are required for work on the critical path of the construction schedule shall be submitted earlier and in a timely manner so as not to delay the work.

§ 3.12.5.2 The Contractor agrees that the Owner will be damaged in an undeterminable amount if submission of shop drawings, product data, samples and similar submittals are not made in compliance with the preceding Section 3.12.5.1. Failure to provide shop drawings, product data, samples and similar submittals may constitute a breach of contract.

§ 3.12.5.3 Substitutions: When allowed, request clarifications and verifications of acceptability of substitutions or alternatives by correspondence, with supporting data, in accordance with the requirements of the Instruction to Bidders, Article 12, and Division 01 Section "Summary of the Work", Paragraph 2.01-D. Do not make requests for substitution by the submittal process specified in this Section 3.12; such submittal of items that require substitution documentation will be returned un-reviewed.

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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such 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.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. Materials or equipment no longer required for the Work shall be promptly removed from the Project site by the Contractor. Protection of construction materials and equipment stored at the Project site from weather, theft, damage or all other adversity is solely the responsibility of the Contractor.

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.14.3 Patching of exposed Work shall only be performed by skilled workers of the required trade

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises clean at all times of dirt, rubbish and debris resulting from the Work and shall remove all rubbish and debris in metal containers at the end of each Working day. The Contractor shall remove all rubbish cartons resulting from the installation of fixtures and equipment. If the premises are not kept clean at all times and if within 24 hours after verbal notice from the Owner the dirt, rubbish, and debris is not cleaned up by Contractor then Owner will arrange for such cleanup at the Contractor's expense. Prior to Substantial

Completion of the Work the Contractor shall do the cleaning of the surfaces of all his installations as may be required by the various Specifications to the satisfaction of the Owner Representative or Architect.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner 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 Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

~~§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~

§ 3.18.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the Owner and the owner's officers, administrators, member of its board of directors, agents and employees (collectively, the "Indemnitees") harmless from and against any and all liabilities, injuries (including death), losses, damages, costs (including attorney fees), judgments, settlements, claims, actions, causes of action, penalties, awards or expenses of any nature arising out of or relating to: (1) any and all labor, employment, unemployment compensation, or workers' compensation claims or causes of action or other claim or cause of action arising from an employment, collective bargaining or contractor relationship between the Contractor and any of its employees, agents, officers, directors, contractors or subcontractors, workers, laborer, any collective bargaining unit or any other person; (2) the acts or omissions of any of Contractor, its shareholders, members, partners, officers, directors, employees, subcontractors, consultants, laborers, workers, suppliers, affiliates, vendors or agents (collectively, "Agents") in connection with any service or Work provided or intended to be provided by Contractor or its Agents pursuant to this Contract; (3) the storage, handling (including, but not limited to, maintaining the security of) or misuse by any of the Contractor or its Agents of any records or information of the Owner, including but not limited to student records, received by it under this Contract; (4) any breach, inaccuracy or misrepresentation of or contained in any representation, warranty or covenant of Contractor contained in this contract; and (5) any claim, notice, violation, citation, breach or other failure of any of the Contractor or its Agents with respect to any federal, state or local law, regulation, ordinance, contract, court order or other legal obligation to which it/they are subject. The Contractor's duty to indemnify the Indemnitees shall not be limited to the available proceeds of insurance coverage. Notwithstanding anything to the contrary contained herein, in no event shall Contractor be responsible for indemnifying, defending or holding harmless any of the Indemnitees from any claims, losses, damages, costs, including attorney's fees or expenses related to any of the above numbered items to the extent they arise out of an Indemnitees own grossly negligent acts or omissions. The indemnification obligation discussed in this section shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Nothing contained herein shall be construed to require the Contractor to indemnify of the Architect for claims, losses or expenses arising from: (1) the preparation or approval by an architect, engineer, surveyor or his agents, servants, employees or invitees of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or

instructions by the architect, engineer, surveyor or his agents, servants or employees provided such giving or failure to give is the primary cause of the damage, claim, loss or expense.

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

§ 3.18.3 The Contractor's indemnity obligations under this Paragraph 3.18 shall, but not by way or limitations, specifically include, without limitations, all fines, penalties and punitive damage arising out of, or in conjunction with, any (i) violation of or failure to comply with any Governmental Requirement by the Contractor responsible, (ii) method of execution or the Work, or (iii) failure to obtain, or violation or, any permit or other approval of a public authority applicable to the Work by the Contractor or any entity for whom the Contractor is responsible.

§ 3.18.4 In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party indemnifying shall, in addition to all other obligations, and upon adjudication of the party's liability for indemnification, pay the cost of bringing any such action, including, but not limited to, attorneys' fees, costs and expert fees, to the party requesting indemnity.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.2.1 The Contractor shall reimburse the Owner for any amounts that the Owner pays paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect **has will have** authority to reject Work ~~that~~ **which** does not conform to the Contract Documents, **and to require additional inspection or testing, in accordance with Sections 13.4 whether or not such Work is fabricated, installed or completed, but will take such action only after notifying the Architect. Whenever** the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Section 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made without negligence either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith and without negligence.

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

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

§ 4.2.14.1 Written or graphic interpretations by the Architect will be considered as minor changes in the Work. No claims for additional time or money will be honored due to such interpretation. If the Contractor determines that an interpretation offered by the Architect will affect Contract Sum or time, then the Contractor must return the interpretation to the Architect and Owner Representative within 5 days, along with complete substantiation of the proposed changes in Contract Time and/or Contract Sum and the Architect will render a decision.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. **Nothing in this paragraph shall obligate the Owner or Architect to conduct an investigation of any Contractor or Subcontractor.**

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract

Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 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 SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements not administered by the Architect. The term shall **not** include the other Prime Contractors indicated in Section 01120. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors. **This project will be performed with multiple Prime Contractors as indicated in Section 01120 – "Multiple Contract Summary". The Contractor shall be aware that schedule adjustments will be required to coordinate with the Work of other Contractors.**

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

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

§ 6.1.4 Intentionally Deleted.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner, another prime Contractor, or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to another Prime Contractor or a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction; however, the Owner shall not be obligated to pay for claims caused by the Contractor's delays, improperly timed activities or defective construction..

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, another Prime Contractor, or Separate Contractor as provided in Section 10.2.5.

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

§ 6.2.7 Should the Contractor cause damage to the work or property of any separate Contractor or other prime Contractor, the Contractor shall, upon due notice, promptly attempt to settle with the separate Contractor or other prime Contractor by agreement, or otherwise resolve the dispute. Each Prime Contractor shall have the right to claim directly against each other Prime Contractor for damage to work or property or interference caused by the other Prime Contractor. If such a separate trade Contractor or other Prime Contractor sues the Owner or the Architect on account of any damage alleged to have been caused by the Contractor, then the Owner or Architect shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and If any judgement or award against the Owner or Architect shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and shall reimburse the Owner or Architect for all attorneys' fees and court costs which the Owner or Architect has incurred.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.3.1 Notwithstanding anything: contained in the Contract Documents to the contrary, a change in the Contract Sum, the Contract Time and any Milestone Date shall be accomplished only by Change Order or by a Construction Change Directive. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions of the Work and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is any unjust enrichment, shall be the basis of any claim or adjustment in compensation due under the Contract and/or time period provided for under the Contract.

§ 7.1.3.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Construction Schedule. In

the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as If such Work were originally part of the Contract Documents.

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;
- .5 Costs of supervision and field office personnel directly attributable to the change.
- .6 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. When major cost items are subcontracts, they shall be itemized also.**
- .7 An 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, fifteen percent (15%) of the cost;**
 - 2. For the Contractor, for any Work performed by his Subcontractor, five percent (5%) of the amount due the Subcontractor;**
 - 3. For each subcontractor or sub-subcontractor involved, for any Work performed by that subcontractor's own forces, fifteen percent (15%) of the cost;**
 - 4. For each subcontractor, for any Work performed by his sub-subcontractor, five percent (5%) of the amount due the sub-subcontractor;**

- .8 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any. And**
- .9 The charges for overhead and profit referred to herein shall include all claims and requests for payment by the Contractor of indirect and/or consequential costs and expenses of any kind arising out of the subject addition, deletion or change to the work or the effect of the addition, deletion or change upon other work or upon the scheduling, progress or completion of other Work, including without limitation, home office overhead, field office overhead, and return on staff. Overhead: Includes telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor, legal services, travel and parking expenses, non-working foreman/superintendent, and project management.**

Each Construction Change Directive shall reflect the proper credit of the Owner providing insurance as set forth in Article 11 of this Contract

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for 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. **By bidding and by executing the Agreement, the Contractor confirms that the contract duration is a reasonable period for performing the Work. Any preliminary construction schedule if provided, is for information purposes only and constitutes a proposed sequence of events based on standard practices. Contractor shall independently analyze all required activities and durations necessary to perform their own work and shall not rely on dates or durations suggested by the preliminary construction schedule.**

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve **each Milestone Date and shall achieve** Substantial Completion within the Contract Time. **Each Contractor agrees to increase manpower, increase work hours and to increase equipment necessary to maintain projected progress schedule.**

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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.~~ Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under this paragraph 8.3, shall be the sole remedy of the Contractor against Owner, Owner Representative or Architect for (1) delay in the commencement, prosecution or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity; or (4) other similar claims (collectively referred to in this subparagraph as delays) whether or not such delays are foreseeable, unless a delay is caused by the acts of the Owner constituting active interference with the Contractor’s performance of the Work, and only to the extent that such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages against Owner or Architect, in connection with any delay, including, without limitation, consequential damages, lost opportunity cost, impact damages or similar remuneration. The Owner’s exercise or failure to exercise any rights or remedies under the Contract Documents (including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency thereof, shall not be construed as active interference with the Contractor’s performance of the Work **In the event the Contractor shall choose to litigate this clause or issue and the District substantially prevails on this issue, then Contractor shall reimburse the Owner and the Architect for their attorneys’ and expert witness fees and all other costs and expenses incurred by them in the litigation or arbitration.**

~~§8.3.4 It shall be recognized by the Contractor that it may reasonably anticipate that as the job progresses, the Architect will be making changes in and updating Construction Schedules pursuant to paragraph 3.10.1. Therefore, there shall be no claim for an increase in the Contract Sum for either acceleration or delay in the Construction Schedules which may be experienced in projects of similar size and complexity.~~

§8.4.1 The Contractor shall substantially complete all of the Work included in the Contract Documents ready for the Owner occupancy as defined by the milestones in the pre-bid schedule, subject to extensions of contract time as provided in Paragraph 8.3 of the General Conditions.

§8.4.2 It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of commencement, rate of progress and the time of completion of the work are essential conditions of this Contract, and it is further understood and agreed that the work covered under this Contract shall be started on the date specified in the Owner's notice to proceed.

§8.4.3 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual Industrial conditions prevailing in its locality.

§8.4.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance or any act whatsoever; and where under this Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

§8.4.5 Should the Owner be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the Work will be extended to such reasonable time as the Owner and Architect may determine will compensate for time lost by such delay with such determination to be set forth in writing.

§8.4.6 Any delay attributable to lack of coordination and cooperation by and between the separate Contractors among themselves or their Subcontractors will not be recognized by the Owner as the basis for any claim for Increase in any contract sum but shall be resolved as provided in Paragraph 6.2 of the General Conditions.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

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

§ 9.2 Schedule of Values

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

§ 9.2.2 The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet.

§ 9.3 Applications for Payment

§ 9.3.1

See Specification Section 012900.

§ 9.3.1.1

See Specification Section 012900.

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

~~§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made~~ **Payment** 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~~ **shall be made subject to the following:**

§ 9.3.2.1 Materials Stored on Site

Materials properly stored at the construction site may be included in the Contractor's application for payment, subject to the following conditions: (1) All materials shall be stored in strict compliance with the manufacturer's recommendations in secure, dry enclosures; (2) Contractor shall provide property insurance covering materials stored at the construction site to the extent that Owner's property insurance does not provide coverage; (3) Contractor shall provide an accurate inventory of all materials included for payment with each application for payment. Contractor shall maintain the inventory until the materials are installed or otherwise incorporated into the work; and (4) Payment for materials stored on the construction site shall be limited to the actual invoiced cost to the Contractor, F.O.B. the construction site. Contractor shall warrant that all suppliers are promptly paid in full for all materials included for payment and that materials are not encumbered by any lien, claim or mortgage that would prevent the Owner from taking full possession of the materials. Contractor shall produce satisfactory evidence of same to Owner.

§ 9.3.2.2 Materials Stored Off Site

Materials stored off the construction site shall not be included for payment in the Contractor's application for payment unless prior approval of the Owner has been obtained. Payment for materials stored off the construction site shall be subject to the conditions in subparagraph 9.3.2.1 and the following additional conditions: (1) Contractor shall provide property insurance for the full cost of the materials stored off the construction site; (2) Contractor shall provide a bill of sale for the materials warranting clear title to the materials to the Owner; (3) Contractor shall pay all storage costs, shall be responsible for any damage or deterioration of the materials while in storage or in transit to the construction site and shall pay the cost of inspection of the materials in storage by the Owner. Contractor shall be responsible for and shall pay all costs of transportation of the materials to the construction site.

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

§ 9.3.4 This is a public works project. Contractor and Subcontractors may not file a lien against the Project. Contractor shall contractually require all subcontractors and supplies to waive any and all rights to file a lien against the Property or any property of the Owner.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the

Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

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

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. Nothing contained herein shall be construed as imposing an obligation on the Owner to issue joint checks.

§ 9.6 Progress Payments

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

§ 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. **In accordance with 62 Pa. C.S.A Section 3922: In the absence of good and sufficient reasons, within 20 days of the receipt of payment by the Contractor, the Contractor shall pay all subcontractors with whom he has contracted their earned share of the payment the Contractor received. The Owner or Architect may as a pre-condition to payment require proof of payment to subcontractors, sub-subcontractors and suppliers at any time and from time to time.**

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

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

§ 9.6.5 The Contractor's payments to suppliers **for items purchased by Contractor** shall be treated in a manner similar to that provided in Sections ~~9.6.2, 9.6.3 and 9.6.4.~~ **9.6 In its entirety.**

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

§ 9.6.7

The Owner shall retain ten percent (10%) of all amounts due the Contractor until the Work is fifty percent (50%) completed. When the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner will be returned to the Contractor, provided the Contractor provides written consent of surety to such reduction in retainage to the Architect along with its Application for Payment and further provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Payments are subject to the provisions of Section 9.6.

The Owner shall retain five percent (5%) of all amounts due the Contractor after the Work is fifty percent (50%) completed, provided however, that in the event a dispute arises between the Owner and any Prime Contractor, which dispute is based upon increased costs claimed by one Prime Contractor occasioned by damages or other actions of the Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify the Owner against the claim. Notwithstanding anything to the contrary contained herein, In the event the Owner determines that the Contractor is not responsibly performing the Work either by failure to reasonably follow the schedule or by failure to adequately perform the Work, the Owner shall have the right to continue to make progress payments at the rate of only ninety percent (90%) of the amount due to the Contractor for each payment and the amount due the Contractor shall not include the value of the Work in dispute. At Substantial Completion, Architect shall develop a list of uncompleted and defective work not remedied (i.e. punch list) with a good faith estimate of the cost to complete or correct each item. The Contractor, at Substantial Completion, shall be paid one hundred percent (100%) of the Contract Sum less one and one-half (1-1/2) times the value of the uncompleted and disputed items. As these Items are completed or corrected, the Owner will pay the value of the completed items to the Contractor in a timely fashion.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. **The items on the list attached to the Certificate of Substantial Completion will have a value of 150% of the work affixed to them. These amounts will be deducted from the payment and held until the items are completed or corrected.**

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The

stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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 and identified as outstanding on the Final Application for Payment.

§9.10.6 The final payment including the retainage shall become due in thirty (30) days following the date of the Architects issuance of a final Certificate for Payment provided that the Contractor has submitted all documents as required by subparagraph 9.10.2 and elsewhere in' the "Project Manual. The final payment may be reduced by an amount, as certified by the Architect to equal one and one-half times the cost required to complete any remaining uncompleted items. Final payment of any amount so withheld shall be paid forthwith upon completion of these items.

§9.10.7 If more than one inspection of Substantial Completion or Final Completion is required the Contractor will be billed for the professional fees and services of the Architect Following Substantial Completion in the event Contractor or its Subcontractor fails to complete the list of items of the work instructed by the Architect to be corrected within 90 days after the date of Substantial Completion, the Owner may: 1) Exercise any available remedies to correct or complete deficient work or retain a third party to correct or complete such work at the cost of the defaulting Contractor; and 2) Retain and deduct from any payment or retention otherwise due to the defaulting Contractor any fees or expenses for services required to be provided by the Architect more than 90 days after the date of Substantial Completion.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§10.1.1 The Contractor shall furnish one (1) set of Material Safety Data Sheets (MSDS) to the Architect for all materials used on the Project in accordance with government requirements. In addition the Contractor shall maintain one (1) set of MSOS on the site for periodical inspection by the Owner and Architect. The Contractor shall be responsible for compliance with OSHA and the Hazard Communications Standard. § 10.2 Safety of Persons and Property.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located in the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the work. The Contractor shall use best efforts to provide for the safety and protection of the Project, all persons who may come in contact with the Work and all real and personal property located on the Project or within or adjacent to the Project site. Without limitation to the foregoing the Contractor shall, at the Contractor's sole cost and expense, take precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to.

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the 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 and Substances

~~§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.~~

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

§ 10.3.3 To the ~~fullest~~ extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, ~~Subcontractors, Architect, Architect's consultants, and agents~~ and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to **reasonable** attorneys' fees, arising out of or resulting from performance of the Work in ~~an~~ 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~~ **work is performed on material which is asbestos or polychlorinated biphenyl (PCB)** and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), ~~except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Including loss of use resulting therefrom, but only to the extent caused in whole or in part grossly negligent acts or omissions of, or failure to disclose such material by the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by entities indemnified hereunder.~~

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the

Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or **gross** negligence.

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.2 but required by the Contract Documents to provide the insurance by that Clause;
- .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 Claims involving blanket, oral and written contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .8 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises-Operations (includes X, C and U as applicable)
 - .2 Independent Contractors
 - .3 Products and Completed Operations
 - .4 Personal Injury Liability with Contractual Liability Exclusion deleted
 - .5 Contractual, including specified Provision of Contractor's Obligations under Paragraph 3.18
 - .6 Owned, Non-owned, and Hired Motor Vehicles
 - .7 Broad Form Property Damage including Completed Operations
 - .8 Umbrella Excess Liability

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

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

For the duration of the Contract, the Contractor and each subcontractor shall at their own expense purchase and maintain in a company or companies licensed to do business in the Commonwealth of Pennsylvania, Statutory Workmen's Compensation including Occupation Disease as required by the laws of the Commonwealth of Pennsylvania and also Employer's Liability Insurance with limits not less than the following:

Statutory - Amounts and coverage as required by the laws of the Commonwealth of Pennsylvania.

<u>Employer's Liability:</u>	<u>\$100,000.00 each accident</u>
	<u>\$500,000.00 disease [Policy Limit]</u>
	<u>\$100,000.00 disease [Each Employee]</u>

For the duration of these Contracts, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the Commonwealth of Pennsylvania, Comprehensive or Commercial General Liability, with limits not less than the following:

<u>Per Occurrence Limit:</u>	<u>\$1,000,000.00</u>
<u>Products and Completed Operations:</u>	<u>\$1,000,000.00</u>
<u>General Aggregate Limit:</u>	<u>\$1,000,000.00</u>
<u>Personal and Advertising Limit:</u>	<u>\$1,000,000.00</u>
<u>Fire Damage (Any One Fire):</u>	<u>\$50,000.00</u>
<u>Medical Payments (Each Person):</u>	<u>\$5,000.00</u>

Products and completed operations shall be maintained for two (2) years after final payment Provide a "Project Aggregate" CG 25 03 endorsement for all insurance policies.

The insurance of the Contractor shall be primary and non-contributory.

The Owner and Architect shall be named as additional insureds.

Umbrella Liability: \$5,000,000.00 each occurrence/aggregate for all Contracts; \$10,000 retention for self-insured hazards, each occurrence.

For the duration of this Contract, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the Commonwealth of Pennsylvania, Comprehensive automobile Liability.

<u>Single Combined Limit:</u>	<u>\$1,000,000.00</u>
-------------------------------	-----------------------

Coverage to include "non-owned" and "hired" car.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§11.1.5 If this insurance is written on the Comprehensive General Liability policy form the Certificate shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable. Furnish two (2) copies of any endorsements that are subsequently issued amending coverages or limits; and furnish two (2) copies of Certificates at time of policy renewal indicating such renewal. The Certificates shall set forth evidence of all coverages required by the Contract Documents, and shall specifically certify the following:

§11.1.5.1 The coverage under these policies will not be canceled, non-renewed materially changed, With the limits reduced without a minimum of thirty (30) days prior written notice, by certified mail, being given to the Owner (the certificate holder named in the lower left hand corner of ACORD Form 25S).

§11.1.5.2 Great Valley School District (Owner), SCHRADERGROUP architecture, LLC (Architect), any others listed In the Certificates of Insurance are named as additional insured for all required coverages except worker's compensation, in and as their interest appear.

§11.1.5.3 The limits specified herein are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by Owner of responsibility for all deductibles applicable to any insurance. No acceptance and/or approval of any insurance or insurance certificates by Owner or Architect shall relieve Contractor from any liability or obligation imposed by the provisions of the Contract Documents.

§11.1.5.4 All insurance required by the Contract Documents must involve insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carrier of whom the Contractor has purchased insurance coverage are to have "A-" or better rating plus a financial rating of VI or better with the A.M. Best's Company (Key Rating Guide - Latest Edition).

11.1.6 It is understood that the above may not be all the types of insurance normally carried by contractors in similar operation or size for their commercial activities. The Contractor's liability is not capped or otherwise limited at the amount of insurance required under this Agreement.

Contractor shall be responsible for insuring its own personal property used in the performance of the Agreement. To the fullest extent permitted by applicable law, Contractor agrees to look solely to its insurers and does hereby release and waive any and all rights it has now, or may have in the future, to recover against the Owner or any of its respective directors, officers, agents, servants, subsidiaries, affiliates or employees (collectively, the "Releasees") for loss or damage to personal property and for claims of injury to, or death of employees, officers, directors or contractors of Contractor in any way relating to or resulting from the work performed or to be performed under or in connection with this Agreement, including, but not limited to claims for contribution, indemnity or reimbursement of worker's compensation benefits.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the

Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Contractor waives all rights against the Owner and any of its agents, employees, directors, contractors or representatives, the Architect and Architect's consultants to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Contractor shall require similar written waivers in favor of the individuals and entities identified above from subcontractors, and sub-subcontractors

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.1.1 Work that is rejected or fails to conform to the requirements of the Contract Documents, that requires any review, research, recommendation, meetings or direction by the Architect or any of their consultants in order to substantiate same or to approve remedies or alternate solutions will be prepared to

compensate the Architect for such additional work at standard prevailing rates by the Owner. The Owner will duly back charge the Contractor for such additional costs and deduct same from retainage or Application for Payment.

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall **within 72 hours inspect and correct the work**, unless the Owner has previously given the Contractor a written acceptance of such condition. **This obligation under this Subparagraph shall survive acceptance of the Work under the Contract and Termination of the Contract.** The Owner shall give such notice promptly after discovery of the condition. 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 2.5. **The Contractor will be responsible for any and all cost incurred by the Owner to remedy the condition. Nothing contained in this paragraph shall decrease the responsibility set forth in the Performance Bond.**

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

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected 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, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.1.2 Non-discrimination: By submitting a bid and executing Contract Documents, the Contractor shall be deemed to agree as follows:

§ 13.1.2.1 No Contractor, Subcontractor, or any person acting on his or their behalf shall, by reason of race, ancestry, age, sex, national origin, handicap, disability, religious creed, or color, discriminate in the hiring of any employee for work hereunder against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates, or thereafter discriminate against or intimidate any employee so hired; If Contractor, its employees, subcontractor, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from Owner, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, In addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.

§ 13.1.2.2 That the Contractor will comply with the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the jobsite, pursuant to the provisions of Act No. 222, October 27, 1955, as amended and supplemented, known as the "Pennsylvania Human Relations Act".

- (a) Contractor shall not discriminate against any employee, applicant for employment, independent contractor any other person because of race, color religious creed, ancestry, age, sex, national origin, handicap or disability.

§ 13.1.3 Site Excavation: Contractor shall not less than three (3) working days prior to beginning excavation or demolition Work as defined in Act 172 of Commonwealth of Pennsylvania, amending Act 287 of December 10, 1974 request the information required by Section 5 of the Act and shall inform each operator employed at the site of the Work of the information received with respect to location of underground installations. Contractor shall agree to report immediately, to the user of the underground installations and to the Owner and Architect any break in its line of dent, gouge, groove, or other damages to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition Work.

§ 13.1.4 Anti-pollution Legislation and Erosion Control: Contractors shall comply with all applicable statutes, rules and regulations.

§ 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 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 the assignment.

§ 13.3 Rights and Remedies

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

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

§13.3.3 Should the Contractor suffer injury or damage to person or property because of any act or omission of the Owner or of any of the Owner's employees or agents for whose act the Owner is allegedly liable, the claim shall be made in writing to the Owner within thirty (30) days after the first observance of such injury or damage, otherwise such claim shall be waived. This clause shall not allow claims for injury or damages, which are otherwise precluded by these Contract Documents. Owner shall not be responsible for actions or inactions of other Contractors.

§ 13.3.4 In the event Contractor shall breach any obligation imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which Owner may recover, Owner also shall be entitled to an award for any attorneys' fees incurred in attempting to enforce or recover damage by reason of the Contractor's breach reason of the Contractor's breach.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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 **of three percent (3%) simple interest per annum. Interest on final payment shall be governed by Section 3941 of the Pennsylvania Commonwealth Procurement Act 62 Pa.C.S. § 3941.**

§13.6 PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.

§13.6.1 In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any Subcontracts there under.

§13.6.1.1 In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel product" to include machinery and equipment. The act also provides clarifications and penalties.

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

§13.6.1.3 In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless-steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
4. Spain: certain stainless-steel products, including stainless steel wire rod, hot rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

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

§ 13.7 RIGHT TO KNOW ACT Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301 et. Seq., and its implementing regulations.

§13.8 FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):The Contractor is required to promptly perform all reporting and recording as required by said Act.

§13.9 PENNSYLVANIA PREVAILING WAGE ACT 442:

1. The general prevailing minimum wage rates including contributions for employee's benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workers employed in the performance of the Contract.
2. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

3. Workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in Section 9.103 of Title 34 of the Pennsylvania Administrative Code.
4. These provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.
5. The Contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
 1. no workers may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 9.107 of Title 34 of the Pennsylvania Administrative Code shall be followed.
 2. all workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or Title 34 of the Pennsylvania Administrative Code shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker on public work.
 3. the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages. The posted notice of wage rates must contain the following information:
 - a. Name of project.
 - b. Name of public body of which it is being constructed.
 - c. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and c classifications and the effective date of any changes.
 - e. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or Title 34 of the Pennsylvania Administrative Code in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workers paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
6. The Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by him in connection with the public work and such record must include any deductions from each worker. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.
7. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any worker using the tools of a craft who does not qualify as an apprentice within the provisions

of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

8. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
9. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the related resolutions set forth in Title 34, Part I, Chapter 9, Subchapter E of the Pennsylvania Administrative Code regardless of the average hourly earnings resulting therefrom.
10. Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workers have been paid wages in strict conformity with the provisions of the contract as prescribed by Title 34 of the Pennsylvania Administrative Code, Section 9.103, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively. Owner reserves the right to withhold payment to Contractor if it fails to submit these statements to Owner with the applicable Application for Payment.
11. The provisions of the Act and Title 34, Part F, Chapter 9, Subchapter E of the Pennsylvania Administrative Code shall be incorporated by reference in the contract.

§13.10 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:

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

1. In the hiring of employees for the performance of Work under this Agreement, neither the Contractor nor any person or entity acting on behalf of or under contract to the Contractor shall, by reason of gender, race, creed, religion, color, national origin or ancestry, disability, citizenship or any other status protected under the laws of the Commonwealth of Pennsylvania discriminate against any citizen who is qualified and available to perform Work which the employment relates.
2. Neither Contractor nor any person or entity acting on behalf of or under Contractor shall discriminate, in any manner, against or intimidate any employee hired for the performance of Work on account of gender, race, creed, religion, color, national origin or ancestry, disability, citizenship (subject to prevailing law) or any other status protected under the laws of the Commonwealth of Pennsylvania.
3. Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.
4. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Owner and Architect in writing of the proposed modification. The Construction Manger shall have a reasonable period of time to review the request and may seek advice and consent from the Owner and Architect before responding in writing to Contractor. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising therefrom. Contractor shall implement no modification until he receives written consent from the Owner. Nothing herein shall be construed to make the Owner or Contractor responsible for conformance of the Architect's design to ADA requirements.
5. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Owner and Architect, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.

6. This Contract may be cancelled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a violation of the terms or conditions of this portion of the contract.

§13.11 STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is the intent of the specifications to review and approve or reject substitutions in accordance with the terms and conditions of Instruction to Bidders and the applicable Specifications regarding substitutions. In addition, it is the intent of the specifications, where specifically noted, to not allow equals or substitutions of certain system(s), product(s) and / or material(s) specified. In such cases, the Contractors shall provide the system(s), product(s) and / or material(s) specified only.

§13.12 PREVENTION OF ENVIRONMENTAL POLLUTION

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

§13.13 Time Limits on Claims: The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the Owner arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within one (1) year after the date of Final Completion of the Work. The Contractor waives all claims and causes of action against the Owner not commenced in accordance with this Section. The Contractor acknowledges that the Project involves construction of a public school for a Pennsylvania public school district; therefore, the doctrine of nullum tempus occurit regi applies to any claims that the Owner may have against the Contractor relating to the Contractor's performance of the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor – Intentionally Deleted

§ 14.2 Termination By the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from date of said filing; or if the Contractor admits in writing its inability to pay its debts generally as they become due, or if it makes general assignment for benefit of its creditors, or if receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if receiver of all or any substantial portion of the Contractor's properties is appointed.
- ii. abandons the Work; or if it fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;
- iii. submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified;
- iv. fails to make prompt payment to his Subcontractors or for materials or labor or otherwise breaches their obligations under any subcontract with a Subcontractor; or if mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project;
- v. disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or

- public or quasi-public authority having jurisdiction of the Work or the site of the Project;
- vi. fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- vii. engages in conduct that would constitute violation of state or federal criminal law, including but not limited to, law prohibiting certain gifts to public servants, or engages in conduct that would constitute violation of the Owner's ethics or conflict of interest policies;
- viii. fails to take adequate measures such as to supply additional forces, equipment, tools and materials or to increase working hours or increase the number of working days per week in order to keep up with the Progress Schedule; or
- ix. otherwise violates any provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, without prejudice to any other rights or remedies of the Owner under the Contract Documents or at law or in equity, may, after giving the Contractor and the Surety seven days' notice, terminate employment of the Contractor and may:

- .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;
- .3 Make a demand upon the Contractor's Surety to complete and correct the Work; and/or
- .4 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 **legal fees incurred by the Owner in connection with the termination and in collecting any sums due on account of termination**, compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.2.5 If the Owner terminates the Contract with the Contractor and it is determined that the Contractor has forfeited the Performance Bond, then the Owner reserves right to disapprove bonding company's use of the terminated Contractor to complete the Project. In event the Owner terminates the Contract for cause, and such cause is determined to be valid and justified, in addition and without prejudice to all other rights, remedies and relief which the Owner may obtain under this Agreement and pursuant to law, the Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Owner may incur in connection with termination and any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action). This provision shall create no right to the Contractor or to any other person or entity for payment of such costs or expenses.

§14.2.6 If it is determined by court of competent jurisdiction that cause for termination under this Paragraph 14.2 did not exist, then such termination shall be treated as termination for convenience under Paragraph 14.4

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of 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 from the Owner for any work properly completed prior to the notice of termination, any work properly performed to protect the Work, and any reasonable termination costs incurred with respect to subcontracts and suppliers, provided that no allowance will be made for overhead and profit on any work not satisfactorily performed. The Contractor will fully cooperate with the Owner in ensuring that terminations of subcontracts and supply contracts are done in a reasonable and prudent manner so as not to waste resources and to minimize such termination costs.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents or to enforce any other rights under the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Contractor must initiate a Claim by written notice within ten (10) calendar days of the occurrence of the issue giving rise the claim. The Contractor waives all Claims and causes of action against the Owner not commenced in accordance with this Section 15.1.2.

§15.1.2.1 Contractor's Certification: Every Claim submitted by the Contractor shall include a certification wider oath by an officer of the Contractor that (1) the Claim is made in good faith; (2) the supporting data are accurate and complete to the best of the Contractor's knowledge and belief; (3) the amount or other relief requested accurately reflects the amount or relief for which the Contractor believes the Owner is liable; and (4) the certifying officer is duly authorized to certify the claim on behalf of the Contractor.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by ~~either the Owner or~~ Contractor shall be initiated by notice to the ~~other party and to the Initial Decision Maker~~ Owner with a copy sent to the Architect.

§ 15.1.3.2 Intentionally deleted.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work, **including a schedule analysis**. In the case of a continuing delay, only one Claim is necessary. Except for delays caused by the active interference of the Owner, **extension of time shall be the sole recourse for delays and shall not act as an entitlement to Contractor for damages for said delays**.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

Contractor waives claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, 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. **§ 15.1.7 To the extent the Contractor commences legal proceedings against the Owner, and the Owner prevails, partially or completely, on any or all of its own claims or defenses to the Contractor's claims, leaving the Contractor with less than one hundred percent (100%) recovery. Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees, together with all other costs or expenses, including the cost of any of Owner's employees' time associated with analyzing any claim, pursuing litigation or defending the claim or litigation, which Owner may incur in connection with said litigation. This provision shall create no right to the Contractor or any other person or entity for payment of such costs or expenses.**

§ 15.2 Initial Decision

§ 15.2.1 Upon receipt of the Claim, the Architect shall initially consult with the Owner, and/or Contractor as it deems appropriate and request any documentation or information. Within thirty (30) days of the Contractor submitting any documentation required by the Architect, the Architect shall issue written recommendation to the Owner either (a) rejecting the Claim in whole, (b) rejecting the Claim in part, (c) approving the Claim, (d) suggesting compromise or (e) stating that the Architect is unable to resolve the Claim and setting forth reasons for the Architect's inability to resolve the Claim.

15.2.2 Upon receipt of recommendation of the Architect, the Owner shall have right to review recommendation and shall issue decision approving recommendation in whole or in part or rejecting it in whole or in part within thirty (30) days. If the Architect is unable to resolve the Claim, then the Owner may issue independent decision based upon materials submitted to the Architect and any other relevant information that the Owner obtains. The Owner may retain additional consultants to assist it with such determination. Such decision shall be issued within thirty (30) days of the Architect's indication that it is unable to resolve the Claim.

15.2.2.1 Rendering of decision by the Owner with respect to the Claim is condition precedent to any further action under this Paragraph.

15.2.3 When the Claim is pending before the Architect, the Owner and Contractor may attempt to resolve the Claim. If the Owner and Contractor resolve the Claim prior to the Architect's recommendation, then they shall advise the Architect of resolution, and the Architect will prepare the appropriate Change Order, Construction Change Directive or other documentation evidencing resolution.

15.2.4 Decision under Subparagraph 15.2.2 shall be final and binding upon the Contractor unless the Contractor notifies the Owner in writing of the Contractor's exceptions to such decision within ten (10) days of the Owner's issuance of its decision. Failure to provide such Notice shall be deemed agreement with decision and waiver of any further rights regarding the Claim.

15.2.5 If the Contractor properly asserts the Claim and preserves the Claim in accordance with the Contract, then the Contractor may pursue litigation in the Chester County Court of Common Pleas regarding its Claim. The Contractor agrees to waive right to jury trial if the Owner waives its right to jury trial in any such proceeding.

15.2.6 The Contractor shall continue to prosecute the Work and adhere to the approved Construction Schedule during all disputes or disagreements relating to any Claim or dispute under the Contract Documents. No Work shall be delayed or postponed pending resolution of any Claims, disputes or disagreements.

§ 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 the Contract Documents shall, at the sole option of the Owner, be subject to mediation as a condition precedent to binding dispute resolution. The Owner may elect mediation at any time, regardless of whether judicial proceedings have been commenced, and the Owner's commencement of or participation in such judicial proceedings shall not waive the Owner's right to later elect mediation.

§15.3.1.1 The Contractor may not commence any judicial proceedings against the Owner without first offering the Owner the opportunity to initially elect mediation by notifying the Owner in writing of the nature of the dispute, the factual basis for its claims, and the amount or other relief claimed. If the Owner does not make its election within thirty (30) days after such notice, the Contractor may proceed to resolve such dispute through judicial proceedings. The Owner's failure to elect mediation within such thirty (30) day period shall not, however, waive the Owner's right to later elect mediation.

§ 15.3.1.2 The Owner shall have the right to elect mediation with the Contractor's Surety under the surety bonds to the same extent and in the same manner as the Owner's right to so elect with the Contractor under this Article 15. The Surety shall be bound by the terms of this Article 15 with respect to any mediation elected by the Owner under the surety bonds and shall assume toward the Owner all of the duties, obligations and responsibilities which the Contractor assumes toward the Owner under this Article 15 in the event of such an election.

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

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

§ 15.4 Dispute Resolution

15.4.1 Disputes between the Owner and any Contractor shall be subject to litigation in the Chester County Court of Common Pleas. The Contractor agrees to waive the right to a jury trial in any proceeding if the Owner waives such right.

15.4.2 To the extent the Contractor commences legal proceedings against the Owner, and the Owner prevails, partially or completely, on any or all of its own claims or defenses to the Contractor's claims, Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees, together with all other costs or expenses, including the cost of any of Owner's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation, which Owner may incur in connection with said litigation. This provision shall create no right to the Contractor or any other person or entity for payment of such costs or expenses.

TRAB

SECTION 051200 - STRUCTURAL STEEL FRAMING

ADDENDUM 1

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 the following:
 - 1. Structural steel.
- B. Related Sections include the following:
 - 1. Division 1 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.

1.3 REFERENCED STANDARDS

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A36 – Standard Specification for Carbon Structural Steel.
 - 2. ASTM A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 3. ASTM A108 – Standard Specification for Steel Bar, Carbon and Alloy, Cold Finished.
 - 4. ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs and Threaded Rod 60,000 PSI Tensile Strength.
 - 5. ASTM A325 – Standard Specification for High Strength Structural Bolts and Assemblies.
 - 6. ASTM A572 – Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
 - 7. ASTM A992 – Standard Specification for Structural Steel Shapes.
 - 8. ASTM F436 – Standard Specification for Hardened Steel Washers.
 - 9. ASTM F959 – Standard Specification for Compressible-Washer-Type Direct Tension Indicators for use with Structural Fasteners.
 - 10. ASTM F1852 – Standard Specification for "Twist-Off" Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

- B. AWS D1.1 - Structural Welding Code.
- C. American Institute of Steel Construction (AISC):
 - 1. AISC - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
 - 2. AISC - Code of Standard Practice for Steel Buildings and Bridges.
 - 3. AISC - Specification for Structural Joints using ASTM A325 or A490 Bolts.
- D. SSPC - Steel Structures Painting Council - Painting Manual.

1.4 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC's "Code of Standard Practice for Steel Buildings and Bridges," that support design loads.

1.5 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand loads indicated on Drawings and comply with other information and restrictions indicated.

1.6 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For products involving selection of color, texture, or design.
- C. Shop Drawings: Show fabrication of structural-steel components.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 2. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
 - 3. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator with not less than ten (10) years of experience with structures of complexity similar to that indicated for this Project.

- B. Installer Qualifications: A qualified steel erector with a minimum of 10 years of experience performing work of a nature similar to this project.
- C. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."
- D. Comply with applicable provisions of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.
- B. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.9 COORDINATION

- A. Coordinate selection and application of shop primers with finish top coating requirements. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W- and WT-Shapes: ASTM A992.
- B. Channels, Angles, Plate, and Bar Shapes: ASTM A36.
- C. Cold-Formed Hollow Structural Sections: ASTM A500, Grade B, structural tubing.
- D. Steel Pipe: ASTM A53, Grade B.
- E. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A325, Type 1, heavy hex steel structural bolts.

1. Finish: Plain, unless noted otherwise on Drawings.

2.3 PRIMER

- A. Primer for Concealed Elements: Shop primer is not required for structural steel elements that will be enclosed within the building envelope and concealed in the final Work of the Project.
- B. Primer for Exposed Elements: Coordinate with Division 9 requirements of finish painting and top coating for all structural steel framing components that will remain outside the building envelope or will remain exposed to view in final Work of the Project.

2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings".
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.

2.5 CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for type of bolt and type of joint specified.
 1. Joint Type: Snug tightened unless noted otherwise on Drawings.
 2. High-strength bolts shall not be used in combination with welds to share load transmission in the same connection, except as indicated in Chapter J of AISC's Specification for Structural Steel Buildings.
 3. All bolts shall be new and well-lubricated at the time of installation.

- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
1. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.
 3. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances.

2.6 SHOP PRIMING

- A. Shop prime steel surfaces as required for top coating products that will be exposed in final Work of the Project. Otherwise, shop priming is not required for structural steel surfaces that will be concealed and within the building envelope in the final Work of the Project. Additionally, do not shop prime the following:
1. Surfaces to be field welded.
- B. Surface Preparation: Clean surfaces to be primed and coated. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces in accordance with coating manufacturer's recommendations for surfaces that will receive finish coating and remain exposed to view in final Work.
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify all applicable conditions, with steel erector present, for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- B. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- C. Align and adjust various members before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
- D. Do not use thermal cutting during erection.
- E. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for type of bolt and type of joint specified.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
 - 1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent testing and inspecting agency to inspect field welds and high strength bolted connections.
- B. Bolted Connections: Bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1.

1. In addition to visual inspection, all PJP and/or CJP field welds shall be tested according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E165.
 - b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E164.
 - d. Radiographic Inspection: ASTM E94.
- D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

- A. Restore finishes damaged during installation and construction period so no evidence remains of corrective work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.
- B. Touchup Painting: After installation, promptly clean, prepare, and prime or re-prime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories, and abutting structural steel.
 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.
- C. Touchup Painting: Cleaning and touchup painting are specified in Division 9 painting Sections.
- D. Protect finishes from damage during construction period. Remove temporary protective coverings at time of Substantial Completion.

END OF SECTION 051200

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 101419 - DIMENSIONAL LETTER SIGNAGE

ADDENDUM 1

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Cutout dimensional characters.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For dimensional letter signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
- C. Samples: For each type of exposed component, and exposed finish.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are approved by manufacturer.

1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Separation or delamination of sheet materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, to design sign structure and anchorage of dimensional character sign types to withstand design loads as indicated on Drawings.

2.2 DIMENSIONAL CHARACTERS

- A. Cast Characters: Characters with uniform faces; square-cut, smooth, eased edges; precisely formed lines and profiles.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ACE Sign Systems, Inc.
 - b. APCO Graphics, Inc.
 - c. A. R. K. Ramos Signage Systems.
 - d. Gemini Incorporated.
 - e. InPro Corporation.
 - f. Nelson-Harkins Industries.
 - g. Southwell Company (The).
 - 2. Character Material: Sheet or plate aluminum.
 - 3. Character Height: As indicated.
 - 4. Thickness: 1 inches.
 - 5. Finishes: Clear anodized.
 - 6. Mounting: Concealed studs.

2.3 DIMENSIONAL CHARACTER MATERIALS

- A. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- B. Sign Face and Overlay to comply with ASTM D 635.

2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
 - 1. Use concealed fasteners and anchors unless indicated to be exposed.
 - 2. For exterior exposure, furnish nonferrous-metal, stainless-steel or hot-dip galvanized devices unless otherwise indicated.
 - 3. Exposed Metal-Fastener Components, General:
 - a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.
 - 4. Sign Mounting Fasteners:
 - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.
- B. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- C. Identification Plate: The plate shall be constructed of a material for outdoor conditions and plainly marked with the name of the person, firm or corporation erecting and maintaining the sign with a phone number and the permit number.

2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 - 1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 - 2. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
 - 3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.

4. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
- B. Brackets: Fabricate brackets, fittings, and hardware for bracket-mounted signs to suit sign construction and mounting conditions indicated. Modify manufacturer's standard brackets as required.

2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
 3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Mounting Methods:

1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.

3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed characters and signs that do not comply with specified requirements. Replace characters with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101419

THIS PAGE INTENTIONALLY LEFT BLANK