

KAUTTER & KELLEY ARCHITECTS
5 Belmont Avenue
Wyomissing, PA 19610

(610)372.9960
www.kautterkelley.com

ADDENDUM #1

TO: Prime Contractors
ATTN: Management and Estimating
FROM: Michael Kautter, AIA
DATE: 10.31.23
PROJECT: 2204 – Reading School District "Red Knight's Keep" Renovation Project
RE: Addendum #01
VIA: Email, Amy Laughlin, amyl@kautterkelley.com

Addendum to Architectural Drawings and Project Manual dated 10.16.23 for construction of the Reading School District "Red Knight's Keep" Renovation Project and related coordination work.

This Addendum forms a part of the Contract Documents. This Addendum supersedes and supplements all portions of the bidding documents with which it conflicts. The General Conditions apply to this Addendum. Costs for items enumerated in this Addendum shall be included in or deleted from the Prime Contractor's base bid, alternate costs, and unit prices as appropriate.

Bidders must acknowledge receipt of this and all other Addendum documentation in the space provided on the Bid Forms and by signing and returning each Addendum document (exclusive of attachments).

ATTACHMENTS

The following documents are included in Bid Addendum #01 for reference:

- Pre-Bid Meeting Minutes
- Pre-Bid Meeting Attendance List
- Reading School District 2023-2024 School Calendar
- Specifications:
 - 001102 Table of Contents, (revised) dtd:10.31.23
 - 001101 Invitation for Bids, (revised) dtd:10.31.23
 - 002000 AIA 701 Instructions to Bidders, dtd: 10.31.23
 - 006000 AIA A101 Owner Contractor Agreement, dtd: 10.31.23
 - 006100 AIA A201 General Conditions, dtd: 10.31.23
 - 006210 Certification Regarding Lobbying, dtd: 10.31.23
 - 007110 Davis Bacon Wage Rates, dtd: 10.31.23 [replaces PA Prevailing Wages]
 - 011000 Summary, (revised) dtd:10.31.23
 - 078100 Applied Fire Protection, dtd: 10.31.23

- Drawings:
 - A2.01 Partial Floor & Reflected Ceiling Plans, (revised) dtd: 10.31.23
 - A6.00 Room Finish & Door Schedules & Details, (revised) dtd: 10.31.23
 - SKH-01 Partial HVAC Plan dtd: 10.31.23

PROJECT MANUAL CLARIFICATIONS

1. Federal funding will be used for this project. Contractors must comply with federal requirements to ensure that federal funding can be used.
2. Section 006210 Certification Regarding Lobbying must be submitted with the bid. Reference the revised Invitation for Bids.
3. Davis Bacon Wage Rates replace PA Prevailing Wages and are included as Section 007110.
4. Q: Can the schedule of values and subcontractor/supplier list be supplied after the bid if in consideration for award?
A: Yes, these documents can be provided upon award.
5. Q: Can the Warranty Bond be issued after the project is complete?
A: Yes. The contractor's Surety is to provide a letter stating that said contractor along with the Surety will provide completed warranty bonds once awarded the project to guarantee the contractor will provide it upon award.
6. Q: Assuming liquidated damages and insurance requirements will be in Addendum 1, correct?
A: AIA A101 Owner Contractor Agreement, A201 General Conditions, and A701 Instructions to Bidders are included with this addendum.
7. Q: The hardware set numbers on the door schedule do not match the hardware set numbers in the specs.
A: The Door Schedule hardware set designations have been updated to agree with the Hardware Sets identified within Specification Section 087100 – Door Hardware; refer to revised dwg. A6.00 dtd: 10.31.23.

MEP SPECIFICATION CLARIFICATIONS

1. Specification Section 23 82 10 – Fan Coil Units, paragraph 2.1, add item 5 to read, "5. York/Johnson Controls (JCI)".
2. Specification Section 23 82 20 – Unit Ventilators, paragraph 2.1, add item 4 to read, "4. York/Johnson Controls (JCI)"
3. Specification Section 23 09 05 – Sequence of Operations – HVAC Controls, Part 2 under Control Sequence: Unit Ventilators, revise paragraph G, to read, "Provide fully modulating control valves that are to fail in the open position. Provide dual temperature control safety so that the control valve will not open for cooling when chilled water is not available and the control valve will not open for heating when hot water is not available. Outdoor air dampers are...".

4. Specification Section 23 09 05 – Sequence of Operations – HVAC Controls, Part 2 under Control Sequence: Fan Coil Units, revise paragraph R, to read, "Provide fully modulating control valves that are to fail in the open position. Provide dual temperature control safety so that the control valve will not open for cooling when chilled water is not available and the control valve will not open for heating when hot water is not available."
5. Specification Section 23 09 05 – Sequence of Operations – HVAC Controls, add paragraph LL, to read, "LL. Control Sequence: Dehumidification Units: The unit(s) shall be controlled by the BMS. When the humidity via the space temperature/humidity sensor rises above the fully adjustable set point of 60 percent RH, energize the dehumidification unit fan and compressor control input. When the humidity falls below the humidity set point, de-energize the dehumidification unit fan and compressor control input. The BMS shall display the following monitoring points on a custom graphic at the operator workstation: 1. System status (on/off), 2. Space humidity set point: indication and adjustment. 3. Space humidity: indication. 4. Alarms: General unit alarm and High Condensate Alarm."

BID CLARIFICATION

1. Q: When can we schedule in-person visits to the site?
A: Site visitation by bidding Prime Contractors is mandatory; Prime Contractors will be held to have visited the site to become familiar with the existing conditions in which, and around which, they will be required to work. Prime contractors and their subcontractors are to schedule access to the relevant building spaces through D'huy's project representatives: Elisabeth Hamscher, EIT – ech@dhuy.com (908.892.7505) and James Lynch, CCM - jpl@dhuy.com .

DRAWING CLARIFICATION

Architectural Drawings

1. Drawing A2.01 Partial Floor & Reflected Ceiling Plans, dtd: 10.31.23, is revised to include the added scope for spray applied fireproofing.

MEP Drawings

1. Sketch SKH-01 is provided to document addition of dehumidifier equipment and installation to the project.
2. Drawing H-1, refer to sketch SKH-01 for addition of dehumidification units and condensate piping revisions.
3. Drawing E-1, Refer to Panel PBII3 located in corridor 195, Panel PBD113 is actually the panel located on the right the 277/480volt panel is PD112 this panel is located on the left.
4. Drawing E-1, Add a fire alarm audio/visual device and a smoke detector in Study 12.
5. Drawing E-1, Note bubble #10 shall be flagged the into two (2) receptacles located in Study 12 that have circuit #5 called out for them.
6. Drawing E-1, refer to attached HVAC Sketch SKH-1 issued with this addendum, provide a duplex receptacle located beside each ceiling hung dehumidifier shown on Sketch SKH-1. Provide one (1) IP-20A circuit (circuit PG-48) 2#12w/#12 grd. -3/4" conduit. Provide connections. Label circuit in panel PG "Dehumidifiers".
7. Drawing E-2, refer to Electrical Legend combination clock/speaker symbol, Add the following to the end of the description. "Provide a one-inch (1") conduit from backbox to accessible ceiling corridor for future wiring use.

END OF ADDENDUM #1

RETURN THE SIGNED SIGNATURE PAGE OF THIS ADDENDUM WITH THE BID FOR CONSTRUCTION

ACCEPTED BY:

CONTRACTOR

DATE

KAUTTER & KELLEY ARCHITECTS

5 Belmont Avenue
Wyomissing PA 19610-2001

tel 610.372.9960
www.kautterkelley.com

Project No. 2204
MINUTES OF PRE-BID MEETING
Reading School District
Reading High School “Red Knight’s Keep” Renovations Project

dtd: 10.26.23

ATTENDED BY:

Wayne Gehris, CFO	Reading School District (RSD)
Joe Chiarelli, CFO	Reading School District (RSD)
Russ Pleva, Proj. Mgr.	Hirneisen Electric, Inc. (EC)
David Henne, Superintendent	HB Frazer Co. (EC)
Matt Bobb, CEO	M&M Facility Services (HC)
Chad Heffner, Proj. Mgr.	Leibold, Inc. (HC/PC)
Bryan Eschleman, Proj. Mgr.	The Warko Group (HC/PC)
Eric Unger, V.P.	Vision Mechanical, Inc. (PC)
Steve Loch, Mktg. Rep.	Local Union 19 (HC)
Mike Bender, Proj. Mgr.	Lobar, Inc. (GC)
Chuck Lightcap, Proj. Mgr.	Empire Services (subcontractor)
Anthony Klopp, Proj. Mgr.	Empire Services (subcontractor)
Todd Cameron, V.P.	Purcell Construction Co. (GC)
Steve Warnek, Estimator	Balton Construction, Inc. (GC)
Jeff Garner, Proj. Mgr.	Dolan Construction, Inc. (GC)
Dan Witmer, Proj. Mgr.	Dolan Construction, Inc. (GC)
Steve Taylor, Representative	Uhrig Construction, Inc. (GC)
Elisabeth Hamscher, EIT	D’Huy Engineering, Inc.
John Schulze, Principal	Consolidated Engineers
Michael Kautter, AIA	KAUTTER & KELLEY ARCHITECTS (K&KA)
Pablo Gallo, IA	K&KA
Juan Partida, IA	K&KA

Agenda:

- Review Reading School District (RSD) “Red Knight’s Keep” project bidding requirements and the general scope of work of the project. Provide opportunity to observe project site conditions and introduce design professionals and RSD representatives. Answer related contractor questions.

ISSUES DISCUSSED

1. Attendance was taken via a sign-in sheet and K&KA introduced the design professionals and Owner representatives associated with the Red Knight's Keep (RKK) project.
2. *Bids were noted to be due on Thursday, Nov. 16th at 11AM at the RSD Administration Bldg., 800 Washington Street, Reading. Multiple Prime Construction Bids were reiterated to be required to be delivered by hand or traceable means and in duplicate form as required by the bid documentation. Arrivals after 11AM will not be considered.*
3. Bid Forms due upon bid submission were reiterated to include: Bid Forms; Bid Bond/Bid Security; Agreement of Surety; Non-Collusion Affidavit; Statement of Bidder's Qualifications and Financial Disclosure; and Addendum acknowledgements. Warranty Bond and Subcontractor and Major Materials Suppliers Lists may be submitted upon award of the successful bid. The Contractor's Surety is to provide a letter stating that said contractor along w/ Surety will provide completed warranty bonds once awarded the project to guarantee contractor will provide it upon award.
4. *The final day for submission of substitution requests for consideration and questions is 10:00AM on Thursday, Nov. 9, 2023. All bid questions or inquiries for clarification are to be submitted in writing to the Architects via e-mail. All inquiries are to be directed to Amy Laughlin, amyl@kautterkelley.com. Substitutions for Convenience: Architect will consider requests for substitution if received at least ten (10) days before the scheduled time for bid opening. Requests received after that time may be considered or rejected at the discretion of Architect.*
5. Construction Contract execution and construction commencement is anticipated to occur on or around Dec. 15, 2023.
6. Contractors are responsible for retrieving and paying for permits associated with their work.
7. All construction personnel who work on student-occupied school property must comply with school district requirements for obtaining clearances and completing courses regarding child safety. Contractors will need to be up to date on these requirements and submit immediately to RSD when awarded to speed up the process. All subcontractors need to have clearances before work begins. Contractors cannot work on site without these clearances.
8. K&KA noted that the convention for bold and italicized text within the Project Manual is a means of drawing attention to items sometimes overlooked or ignored – Contractors will be held to comply with all the information contained within the entirety of the Project Manual and Specifications for Construction.
9. Element Environmental Solutions (E2S) was noted to have been contracted separately by RSD to oversee the remediation of mold from the existing spaces. The mold remediation effort will be required to be coordinated with the prime contractors for this project through the GC and HC prime contractors. Mold remediation is expected to require approximately 2-weeks immediately following the selective demolition of components located above the existing suspended ceilings.
10. *The selected General Contractor will be appointed by the Owner to serve as Project Coordinator of the multiple prime contractors. The selected Mechanical (HC) Contractor will be appointed by the Owner to serve as Project Coordinator of mechanical, electrical, and plumbing prime contractors.*
11. The Reading High School *Red Knight's Keep* is intended to be a secure 2,300 gross square foot area in which students with limited resources can come to relax, do laundry, shower,

prepare food, and do homework in a quiet and safe environment on the high school campus. The Knight's Keep areas include a Lounge and Kitchenette, (3) private bathrooms with showers, a Laundry Room, food and linen storage, a study room, and lockers. The general scope of work as identified by Division 01 "011000 – Summary" specification section was reviewed.

12. The work associated with building renovations is to be sequenced and coordinated in a manner that allows for the continued, minimally disturbed, occupancy of the facility by the Reading School District (RSD) students, teachers, and staff during construction. The design and construction project documents are assembled with the intent to meet the requirements of the 2018 International Existing Building Code.
13. The construction project consists of building renovations that are to be completed in a single continuous, uninterrupted phase of construction operations. The Work will be required to be completed during the school year while the building is occupied. Provisions will need to be made to ensure that temporary means of access and egress are provided while areas are being disturbed for renovations. Temporary accommodation will be required to be carefully coordinated with the School District, City of Reading Codes Department and Fire Marshal, and the design professionals. The school educational schedule will be uninterrupted as the facilities are to remain open through construction operations.
14. When necessary, the General Contractor (GC) will be required to provide and maintain temporary fire rated partition, ceiling, and door assemblies separating construction operations from schoolteachers, staff, and students. It is the GC's responsibility to include in the base bid, all temporary separations necessary to complete the Work. The GC is to plan for and coordinate temporary separation requirements with their sequences of construction activity that occur when buildings are in use during the academic school year. Code compliant egress and exit access conditions is to be maintained by the GC for School District students and staff and construction personnel at all times.
15. The duration of construction activities is to be approximately 8 months. Construction commencement (written Notice To Proceed) is anticipated to be in December 2023. Project Substantial Completion (98% completion) is expected by August 1, 2024. Project construction completion (100% of Punch List items complete) is required by August 21, 2024.
16. The Project will be constructed under coordinated, concurrent multiple prime contracts. Contractors are to review Section 011200 "Multiple Contract Summary" for the list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinators. Contractors are to review Section 015000 "Temporary Facilities and Controls" for the list of multiple contracts and descriptions of work included under each of the multiple contracts.
17. Site visitation by bidding Prime Contractors is mandatory; Prime Contractors will be held to have visited the site to become familiar with the existing conditions in which, and around which, they will be required to work. Prime contractors and their subcontractors are to schedule access to the relevant building spaces through D'huy's project representatives: Elisabeth Hamscher, EIT – ech@dhuy.com (908.892.7505) and James Lynch, CCM - jpl@dhuy.com .
18. General work is permitted to be executed during School District normal operational hours: 7:00 AM to 4:00 PM. Restricted work scope required to be executed during School District defined second shift hours of (3:00 PM to 11:00 PM) during the school year; and/or Saturdays. Restricted work is defined as: noisy/loud demolition operations; cutting and patching;

powder-actuated stud fastening; temporary shut-down of utilities, fire alarm, fire and smoke detection and notification, emergency lighting, sprinklers; HVAC, electrical and plumbing fixtures, and equipment replacement that requires temporary shutdown of adjacent systems utilized by occupied portions of the building.

19. Before commencing Work of sequenced operations, submit an updated copy of the General Contractor's construction schedule showing any revisions to previously approved schedule and sequence, commencement of work and completion dates. Subsequently, the GC is to provide and transmit schedule updates in advance of every bi-weekly construction progress meeting.
20. Owner will contract separately with their Security Systems vendor regarding equipment and required wiring installations identified to NOT be included in this contracted scope of work, and as required to interface with the work under this contract. Owner will contract separately with their Furniture Dealer for supply and installation of furniture and furnishings identified to NOT be included in this contracted scope of work.
21. Owner-Furnished/Contractor-Installed (OFCI) Products: Laundry – Washers and Dryers; Kitchenette – Refrigerator/Freezer/Ice-Maker; dishwasher; microwave; and Lounge – TV monitor.
22. Contractor shall have limited use of Project site for construction operations as indicated by requirements of the specifications and as identified on the drawings. Limit use of Project site to renovation work area and exterior elevated lawn area off 13th Street at south driveway – *identified during walk-through of the site; 3-phase, 4-wire, 208/120 volt, 60amp disconnect power switch available for trailers at this location.* Do not disturb portions of the Project site beyond areas in which the Work is indicated except as necessary to make required temporary utility connections and/or disconnects not explicitly illustrated on the plans. Construction dumpsters will be permitted to be located in the elevated lawn area off 13th Street. Portions of rooms located adjacent to the Red Knight's Keep work area will be made available for temporary construction related storage of non-hazardous materials.
23. Except during designated days of school closure, construction personnel parking is NOT permitted in District parking lots during the normal operational hours of the school year, however, RSD will make 2-spaces available for contractor use, located immediately outside the rooms being renovated. Adjacent public streets are available to construction vehicles during the normal construction activity hours of 7:00 AM through 4:00 PM during the school year. District parking lots may be used by contractors for the parking of second shift personnel vehicles only between the hours of 3:00 PM and 11:00 PM and on Saturdays, provided school functions are not scheduled to occur at that time.
24. The General Contractor is responsible for the temporary closure and maintenance of weather tight conditions of selectively demolished openings. The GC is also responsible for the temporary protection of all floor finishes. Suitable abuse resistant protection of floor areas must be maintained throughout the construction period in all locations.
25. Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage.
26. Contractors will NOT be permitted to cross into the occupied school zones at any time without prior approval obtained 72 hours in advance of the construction activity. Prominently displayed, readily visible contractor identification is required on construction personnel all at all times.

27. To the greatest extent possible, limit work on site associated with exterior construction, and within separated areas of the existing buildings, to normal business working hours of 7 a.m. to 4 p.m., Monday through Friday. If extended work hours are necessary to maintain the approved construction schedule, and due to sequenced operations and coordinated construction scope requirements, limit work within the existing buildings to the hours of 7 a.m. to 11 p.m., Monday through Saturday. *Prime Contractors will be responsible for working multiple shifts and Saturdays as may be required to meet the approved project schedule. All necessary shift, double-shifts, extra-time or overtime, and weekend work is to be included within each Contractor's base bid.*
28. Contractors are to coordinate material loading, unloading, and handling with the School District Representative and be responsible for maintaining clean and orderly parking area conditions at the conclusion of each workday.
29. Use of tobacco products and other controlled substances is NOT permitted within the building or on perimeter sidewalks or on Reading School District property at any time.
30. Contractors are advised that this Project is subject to and will be governed by provisions of Pennsylvania Prevailing Wage Act including amendments and supplements thereto. Bidders shall prepare their Bids after considering the applicability of said Pennsylvania Wage Act to the work involved, and to all other laws and regulations, State or Federal, applicable to this project. Criminal History Reports, Act 34 (1985), Child Abuse Reports, Act 151 (1994), Federal Criminal History Record Information, Act 114 (2006), and Pennsylvania Public Works Employment Verification, Act 127, will be required of the successful bidder. Contractors are advised that this project is also subject to the U.S. Dept. of Labor Wages & Fair Labor Standards Act.
31. D'Huy Engineering will receive and review weekly certified payroll transmissions for RSD.
32. The Pennsylvania Public Works Employment Verification Act 127 requires Contractors and subcontractors performing work on "public works projects" to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security's E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States. All Contractors shall submit a "Public Works Employment Verification Form" to the Owner. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or subcontractor regardless of whether the employee will be working onsite or offsite.
33. Contact between construction personnel and students and/or teachers is not permitted at any time, except in emergencies.
34. Construction trailers and storage units will be the responsibility of each Contractor for their own use. Verify City requirements relative to the long-term placement of trailers along Reading City Streets and on school district property. A maximum of up to four trailers and/or storage containers will be permitted at the project location.
35. This project requires the submission of Unit Prices; refer to Division 01 "012200 – Unit Prices" specification section.
36. Coordination of second- and third-shift work is acceptable for this project as RHS custodians are on site 24/7.

37. All electrical and plumbing work is to be concealed within walls to the extent possible. Cutting and patching for concealed installations is the responsibility of the installing contractor; all cutting and patching is each for their own.
38. Partial sidewalk replacement is required outside the new exterior door installation.
39. K&KA noted that spray-on fireproofing is being added as additional scope of work to be defined in Addendum #01.

These minutes are intended to convey our interpretation of project dialogue. Please notify K&KA with any clarifications, exceptions, or additions to this information *within (3) days* of receipt of these minutes. Unless so notified, these minutes will be considered accurate and will become part of the project record.

cf: those listed in attendance on page 1
Amy Laughlin, Business Mgr

K&KA

KAUTTER & KELLEY ARCHITECTS
RSD RED KNIGHT'S KEEP
PRE-BID ATTENDANCE 10.26.23

Prime	Company	Contact	Email	Attended	Additional Contact
EC	Hirneisen Electric	Russ Pleva	russp@hirneisenelectric.com		
EC	HB Frazer	Garry Henne	ghenne@hbfrazer.com		
HC	M&M Facility Services	Matt Bobb, CEO	matt@mmfacilityservices.com		
HC	Leibold	Chad Heffner	chad.heffner@leiboldhvac.com	TC	
GC	Lobar Inc.	Nathan Walker	nathan.walker@lobar.com	TC	
GC	Dolan Construction	Pat Dolan	pdolan@dolanconstructioninc.com		
GC	Balton Construction	Steve Warnek	steve@baltonconstruction.com		
GC	Purcell Construction	Todd Cameron	tjcameron@purcellgc.com	TC	
GC	Uhrig Construction	Steve Taylor	staylor@uhrig.com		
PC	Vision Mechanical	Tyler Thompson	tthompson@visionmechanical.com		
HC/PC	Warko Group	Bryan Eschleman	bryane@thewarkogroup.com	BE	
GC	Perrotto Builders	Michael Vottero	mvottero@perrottocompany.com		
Mason	Olde World Masonry	Daniel & Nick Mescall	oldeworldmasonry1@gmail.com		nickmescall95@gmail.com
	RSD	JOSEPH CHADINI			
	C.E.	JOHN SCHULZE			
EC	HB Frazer	David Henne	dhenne@hbfracel.com		
SUB	EMPIRE	AMOCKLEY HOCH	C.UGHTAN@ESREADING.COM		
GC	Lobar Inc				
Sub	Empire (Demo) Construction.com	Anthony Klopp	aklopp@esreading.com dodge.docs@construction.com		

OWNER/OWNER'S REP/DESIGN TEAM

D'Huy Engineering	Jamie Lynch	jpl@dhuy.com
D'Huy Engineering	Elisabeth Hamscher	ech@dhuy.com
Consolidated Engineers	John Schulze	johns@cemec.com
Reading School District	Wayne Gehris	gehriw@readingsd.org
Reading School District	Joe Chiarelli	chiarelj@readingsd.org
Kautter & Kelley Architects	Michael Kautter	mikek@kautterkelley.com
Kautter & Kelley Architects	Pablo Gallo	pablog@kautterkelley.com

KAUTTER & KELLEY ARCHITECTS
 RSD RED KNIGHT'S KEEP
 PRE-BID ATTENDANCE 10.26.23

Prime	Company	Contact	Email	Attended	Additional Contact
HM/C	MIM Facility Services LLC	MATT BOSCH	MATT@MIMFacilityServices.com	✓	214-420-0225
GC	Dolan Construction	Jeff Garner	jeffgarner@dolanconstruction.com	✓	717-808-9710
"	"	DAN WITMER	dwitmer@dolanconstruction.com	X	717-844-0375
GC	UHRIE CONSTRUCTION	STEVE TAYLOR	STAYLOR@UHRIE.com	✓	610-373-1612
PM/MP	WAZILO GROUP	BRYAN FULMER	BRYAN@THEWAZILOGROUP.com	✓	484-256-5595
GC	HIRNIGSON BLDG	RUSS PLOVA	RUSSP@HIRNIGSONBLDG.COM	✓	570-573-8237

OWNER/OWNER'S REP/DESIGN TEAM
 D'Huy Engineering Jamie Lynch jpl@dhuy.com
 D'Huy Engineering Elisabeth Hamscher ech@dhuy.com
 Consolidated Engineers John Schulze johns@cemec.com
 Reading School District Wayne Gehris gehriw@readingsd.org
 Reading School District Joe Chiarelli chiarelj@readingsd.org
 Kautter & Kelley Architects Michael Kautter mikek@kautterkelley.com
 Kautter & Kelley Architects Pablo Gallo pablog@kautterkelley.com

KAUTTER & KELLEY ARCHITECTS
RSD RED KNIGHT'S KEEP
PRE-BID ATTENDANCE 10.26.23

Prime	Company	Contact	Email	Attended	Additional Contact
GC	PURCELL	TODD CAMERON	TJCAMERON@PURCELLGC.COM	TC	
GC	Balton	Steve Warnick	steve@baltonconstruction.com	SW	
PC	Vision Mechanical	Eric Unger	Eric.Unger@visionmechanical.com	T-T	
mech.	Sheet Metal Workers	Steve Loch	sloch@1019.com	SL	

OWNER/OWNER'S REP/DESIGN TEAM

D'Huy Engineering	Jamie Lynch	jpl@dhuy.com
D'Huy Engineering	Elisabeth Hamscher	ech@dhuy.com
Consolidated Engineers	John Schulze	johns@cemec.com
Reading School District	Wayne Gehris	gehrisw@readingsd.org
Reading School District	Joe Chiarelli	chiarelj@readingsd.org
Kautter & Kelley Architects	Michael Kautter	mikek@kautterkelley.com
Kautter & Kelley Architects	Pablo Gallo	pablog@kautterkelley.com

READING SCHOOL DISTRICT 2023-2024 CALENDAR

July 2023						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 28.....First Student Day
June 5.....Last Student Day

School Closed: Offices Closed

July 4*.....Independence Day
September 4*.....Labor Day Holiday
November 23* & 24*.....Thanksgiving Holiday
December 25* & 26*.....(Observed) Christmas Holiday
December 29* & January 1*.....New Year's Holiday
January 15*.....Martin Luther King Day
March 28 & 29*.....Easter Holiday
May 27*.....Memorial Day
June 19.....Juneteenth
*15-1502 Holidays

School Closed: Offices Open

September 1.....Labor Day Recess
November 27.....Thanksgiving Recess
December 27 & 28.....Winter Break
February 19.....Presidents' Day
March 25, 26, 27 & April 1.....Spring Break

School Closed: Teachers on Duty

August 7-11.....Induction Week
August 23.....Clerical Day
August 23 - 25.....In-service Day #1-#3
October 9.....In-service Day #4
*November 7.....Election Day/In-service Day #5
November 20, 21, 22.....Act 80 Day
January 2.....In-service Day #6
February 16.....Act 80 Day
April 23.....Act 80 Day
June 6.....Clerical Day
*RESPA and AFSCME not on duty
Parent Conferences November 20 thru 22, February 16

Snow Make-Up Days
November 27, February 19, March 25-27 & April 1
Additional days needed will be added after June 6

Marking Periods (tentative due to snow days)
First Quarter- August 28 - November 1
Second Quarter- November 2 - January 19
Third Quarter- January 22 - April 2nd
Fourth Quarter- April 3 - June 5

Early Dismissal for Students
October 31, December 22, January 26, May 10, June 5

Keystone Exam Testing Window
December 4-15.....Algebra 1, Biology, Literature
May 13-24.....Algebra 1, Biology, Literature

WIDA Exam Testing Window
January 3- February 17

PSSA Testing Window
April 24 - 26.....Grades 3-8, English Language Art
April 30 & May 1.....Grades 3-8, Math
May 2-3.....Grades 4 and 8, Science
*No student will be approved for educational trips during state testing

January 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

SECTION 001102 TABLE OF CONTENTS

DIVISION 00 – PROJECT MANUAL

000115	List of Drawings	000115/1 – 000115/1
001101	Invitation for Bids	001101/1 – 001101/3
001102	Table of Contents	001102/1 – 001102/4
002000	Instructions to Bidders	002000/1 – 002000/1
	AIA A701-2018 Attachment	10 Pages
002600	Procurement Substitution Procedures	002600/1 – 002600/2
003113	Preliminary Schedule	003113/1 – 003113/1
004105	Bid Form – General Construction	004105/1 – 004105/6
004105	Bid Form – Mechanical Construction	004105/1 – 004105/4
004105	Bid Form – Electrical Construction	004105/1 – 004105/6
004105	Bid Form – Plumbing Construction	004105/1 – 004105/5
004313	Bid Bond Form	004313/1 – 004313/2
004314	Agreement of Surety	004314/1 – 004314/1
004315	Warranty Bond	004315/1 – 004315/1
	AIA A313-2020 Attachment	5 pages
004316	Statement of Bidder’s Qualifications and Financial Disclosure	004315/1 – 004315/4
004373	Proposed Schedule of Values Form	004373/1 – 004373/1
	AIA G703-1992 Attachment	1 Page
004393	Bid Submittal Checklist	004393/1 – 004393/2
004519	Non-Collusion Affidavit	004519/1 – 004519/2
004525	Workmen’s Compensation Act Affidavit	004525/1 – 004525/1
	Attachment	1 Page
006000	Owner and Contractor Agreement Form	006000/1 – 006000/1
	AIA A101-2017 Attachment	10 Pages
006100	General Conditions of the Construction Contract	006100/1 – 006100/1
	AIA A201-2017 Attachment	55 pages
006113	Performance Bond	006113/1 – 006113/1
	AIA A312-2010 Attachment	6 pages
006114	Payment Bond	006114/1 – 006114/1
	AIA A312-2010 Attachment	6 pages
006115	Waiver of Liens / Mechanics’ Lien Waiver	006115/1 – 006115/3
006208	Pennsylvania Public Works Employment Verification Form	006208/1 – 006208/1
	Attachment	1 Page
006209	PDE-6004 Arrest/Conviction Report and Certification Form	006209/1 – 006209/1
	Attachment	3 Pages
006210	Certification Regarding Lobbying	006210/1 – 006210/3
006221	Subcontractor and Major Material Suppliers List	006221/1 – 006221/1
	Attachment	1 Page
007110	Davis Bacon Wage Rates	007110/1 – 007110/1
	Attachment	7 Pages
007220	Supplemental Attachment for ACORD Certificate of Insurance	007220/1 – 007220/1
	AIA G715-2017 Attachment	2 Pages

DIVISION 1 - GENERAL REQUIREMENTS

011000	Summary	011000/1 – 011000/15
011200	Multiple Contract Summary	011200/1 – 011200/10
012200	Unit Prices	012200/1 – 012200/6
012500	Substitution Procedures	012500/1 – 012500/4

012600	Contract Modification Procedures	012600/1 – 012600/3
012900	Payment Procedures	012900/1 – 012900/6
013100	Project Management and Coordination	013100/1 – 013100/13
013200	Construction Progress Documentation.....	013200/1 – 013200/8
013300	Submittal Procedures	013300/1 – 013300/10
013516	Alteration Project Procedures	013516/1 – 013516/8
014000	Quality Requirements	014000/1 – 014000/10
015000	Temporary Facilities and Controls	015000/1 – 015000/12
016000	Product Requirements	016000/1 – 016000/7
017300	Execution	017300/1 – 017300/11
017419	Construction Waste Management and Disposal.....	017419/1 – 017419/8
017700	Closeout Procedures	017700/1 – 017700/6
017823	Operation and Maintenance Data	017823/1 – 017823/8
017839	Project Record Documents	017839/1 – 017839/5
017900	Demonstration and Training.....	017900/1 – 017900/6

DIVISION 2 – EXISTING CONDITIONS

024119	Selective Demolition.....	024119/1 – 024119/8
--------	---------------------------	---------------------

DIVISION 3 – CONCRETE

033000	Cast-In-Place Concrete.....	033000/1 – 033000/21
035416	Hydraulic Cement Underlayment.....	035416/1 – 035416/5

DIVISION 4 – MASONRY

042000	Unit Masonry.....	042000/1 – 042000/24
--------	-------------------	----------------------

DIVISION 5 – METALS

054000	Cold-Formed Metal Framing	054000/1 – 054000/8
055000	Metal Fabrications	055000/1 – 055000/10
055213	Pipe and Tube Railings.....	055213/1 – 055213/8

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

061053	Miscellaneous Rough Carpentry	061053/1 – 061053/8
064023	Interior Architectural Woodwork.....	064023/1 – 064023/8
064116	Plastic Laminate-Clad Architectural Cabinets	064116/1 – 064116/8

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

076200	Sheet Metal Flashing and Trim	076200/1 – 076200/10
078100	Applied Fire Protection.....	078100/1 – 078100/8
078413	Penetration Firestopping.....	078413/1 – 078413/8
079200	Joint Sealants and Injection Sealants.....	079200/1 – 079200/12

DIVISION 8 – OPENINGS

081113	Hollow Metal Doors and Frames.....	081113/1 – 081113/11
081416	Flush Wood Doors	081416/1 – 081416/6
087100	Door Hardware.....	087100/1 – 087100/18
088000	Glazing	088000/1 – 088000/15

DIVISION 9 – FINISHES

090190.52	Maintenance Repainting.....	090190.52/1 – 090190.52/4
092216	Non-Structural Metal Framing.....	092216/1 – 092216/8
092900	Gypsum Board.....	092900/1 – 092900/10
093013	Ceramic Tiling.....	093013/1 – 093013/13
099113	Exterior Painting	099113/1 – 099113/7
	Attachment	4 pages
099123	Interior Painting.....	099123/1 – 099123/10
	Attachment	24 Pages

DIVISIONS 10 - SPECIALTIES

10423.16	Room-Identification Panel Signage.....	10423.16/1 – 10423.16/6
102800	Toilet, Bath, and Laundry Accessories	102800/1 – 102800/7
104416	Fire Extinguishers.....	104416/1 – 104416/3
105113	Metal Lockers.....	105113/1 – 105113/8

DIVISION 11 – EQUIPMENT (not applicable)

DIVISION 12 – FURNISHINGS

122413	Roller Window Shades.....	122413/1 – 122413/5
123661.16	Solid Surfacing Countertops.....	123661.16/1 – 123661.16/5
124813	Entrance Floor Mats and Frames.....	124813/1 – 124813/3

DIVISION 13 – SPECIAL CONSTRUCTION (not applicable)

DIVISION 14 – CONVEYING EQUIPMENT (not applicable)

DIVISIONS 21 & 22 – PLUMBING REQUIREMENTS

21 13 10	Wet-Pipe Sprinkler Systems	211310; 1-21
22 00 10	Basic Requirements – Plumbing Construction	220010; 1-5
22 05 00	Common Work Requirements - Plumbing Construction	220500; 1-9
22 05 10	Excavation and Backfill for Plumbing Construction	220510; 1-8
22 05 40	General-duty Valves for Plumbing Piping	220540; 1-5
22 05 53	Identification for Plumbing Systems and Equipment	220553; 1-7
22 07 00	Plumbing System Insulation	220700; 1-6
22 11 10	Domestic Water Piping	221110; 1-9
22 11 20	Domestic Water Piping Specialties	221120; 1-7
22 13 16	Sanitary Waste and Vent Piping	221316; 1-13

22 13 20	Sanitary Waste Piping Specialties	221320; 1-5
22 14 11	Storm Drainage Piping	221411; 1-5
22 40 00	Plumbing Fixtures	224000; 1-8

DIVISIONS 23 – HVAC REQUIREMENTS

23 00 10	Basic Requirements – HVAC Construction	230010; 1-5
23 00 30	Electrical Requirements for Mechanical Equipment	230030; 1-4
23 05 00	Common Work Requirements – HVAC Construction	230500; 1-8
23 05 40	General Duty Valves for HVAC Piping	230540; 1-6
23 05 70	Identification for HVAC Systems	230570; 1-4
23 06 00	HVAC System Testing, Adjusting, and Balancing	230600; 1-16
23 07 00	HVAC System Insulation	230700; 1-10
23 09 00	HVAC System Controls	230900; 1-21
23 09 05	Sequence of Operation – HVAC Controls	230905; 1-9
23 21 10	Hydronic Piping	232110; 1-14
23 31 10	Metal Ducts	233110; 1-12
23 33 00	Duct Accessories	233300; 1-6
23 34 00	HVAC Fans	233400; 1-5
23 37 10	Diffusers, Registers, and Grilles	233710; 1-4
23 37 30	Louvers and Vents	233730; 1-4
23 82 10	Fan Coil Units	238210; 1-5
23 82 20	Unit Ventilators	238220; 1-5
23 82 40	Hydronic Cabinet Heaters	238240; 1-4

DIVISIONS 26 & 28 - ELECTRICAL REQUIREMENTS

26 00 10	Basic Electrical Requirements	260010; 1-15
26 05 00	Common Requirements – Electrical Construction	260500; 1-3
26 05 19	Wires and Cables – 600V and Below	260519; 1-4
26 05 26	Grounding	260526; 1-4
26 05 29	Supporting Devices	260529; 1-3
26 05 33	Raceways	260533; 1-8
26 05 35	Electrical Boxes and Fittings	260535; 1-3
26 05 53	Electrical Identification	260553; 1-5
26 24 16	Panelboards	262416; 1-9
26 27 26	Wiring Devices	262726; 1-11
26 51 00	Lighting	265100; 1-7
28 46 21	Fire Alarm & Detection System	284621; 1-15

DIVISION 31 – EARTHWORK (not applicable)

DIVISION 32 – EXTERIOR IMPROVEMENTS

321313	Concrete Paving.....	321313/1 – 321313/5
--------	----------------------	---------------------

END OF SECTION 001102

SECTION 001101 INVITATION FOR BIDS

READING SCHOOL DISTRICT

800 Washington Street
Reading, PA 19601

LEGAL NOTICE

INVITATION FOR BIDS

READING SCHOOL DISTRICT will receive separate sealed bids for the "RHS Red Knight's Keep" project which incorporate construction work for four separate prime contracts: General Construction, HVAC Construction, Plumbing Construction, and Electrical Construction. The renovations project is to be completed over 8 months. The school is located in the City of Reading, PA. **Sealed bids for the above referenced project will be received until 11:00 AM prevailing time on Thursday, November 16, 2023, at the District Administration Building located at 800 Washington Street, Reading, PA, 19601.** Properly received bids will be publicly opened at 11:00 AM at the Administration Building. Bids are to be hand delivered or delivered by traceable means to the Reading School District Administration Building, Attn: Joseph Chiarelli, Purchasing Manager. **Bids received by US Postal Service, telephone facsimile machine (FAX) or email will NOT be accepted.**

Bids shall be on a lump sum basis; complete and return all Bid Forms provided in the Project Manual as directed. **This includes: Bid Form; Bid Bond/Bid Security; Agreement of Surety; Non-Collusion Affidavit; Certification Regarding Lobbying; and Statement of Bidder's Qualifications and Financial Disclosure.** The award of contract and construction commencement is anticipated to occur in **December 2023.**

The Work to be performed incorporates all selective demolition and construction task.

General Scope of Work: Sitework includes sidewalks and concrete paving. Building renovations include but are not limited to: selective demolition; masonry patch and reconstruction; flashing; guardrails and handrails; trenching and excavation; cast-in-place concrete; masonry; masonry restoration; cutting and patching; sealants; cement-based underlayment; exterior doors; louvers; interior window treatments; interior door, frame and hardware assemblies; suspended ceilings and soffits and exposed ceiling areas; partitions and wall assemblies; floor and wall finishes; glazed shower partitions; restroom accessories; cabinetry and finished carpentry; paint removal, prep and painting; coatings; floor mats; fire extinguishers; signage; life safety and security related systems; coordination of Owner's supplied and installed local area network and telephone systems (incorporating Owner FF&E equipment interface); HVAC; electrical and lighting; plumbing fixtures, fittings, and piping; fire protection and alarms.

HVAC renovations and repairs include but are not limited to: coordination with trade contractors; selective demolition; piping; insulation; ductwork; dual temperature unit ventilators; heating hot water cabinet heaters, exhaust fans; clothes dryer venting; BMS ATC and control wiring; HVAC testing, adjusting & balancing; HVAC commissioning.

Plumbing renovations and repairs include but are not limited to: coordination with trade contractors; selective demolition; water, waste, and vent piping; insulation; plumbing fixtures; sprinkler system; Plumbing commissioning.

Electrical renovations and repairs include but are not limited to: coordination with trade contractors; selective demolition required; All clock and paging wiring, devices and equipment; Conduit, boxes, and branch circuit wiring; Panelboards and feeders; Fire alarm devices, equipment and wiring; Wiring, devices and connections for mechanical, general, and plumbing equipment provided by those trades; exterior and interior lighting wiring, conduit, boxes, and power wiring for access control and intercom devices.

The construction documents can be obtained electronically beginning Monday, October 16, 2023, by contacting **KAUTTER & KELLEY ARCHITECTS**; amyl@kautterkelley.com.

Bids shall be accompanied by a Bid Security in the form of a certified check, bank cashier's check, treasurer's check or Bid Bond in the form provided in the Bidding documents, with corporate surety satisfactory to the Owner and authorized to do business in the Commonwealth of Pennsylvania. The Bid Security must be in an amount not less than 10% of the Base Bid, naming as the obligee Reading School District, to be retained and applied by the undersigned as provided in the Contract Documents in case the Bidder would default in executing the Agreement or furnishing the required Bonds and insurance certificates required by the Contract Documents.

A mandatory Bidder's Pre-bid Conference will be held on Thursday, October 26, 2023 at 10:00 AM EDST. Attendance is mandatory for all interested prime contractors. RFI's, after review of documents to be discussed at the Pre-bid, are due in writing via email by 10 am on Thursday, November 9, 2023 to amyl@kautterkelley.com. The last day for contractor questions during the bid period will be 10 am on Thursday, November 9, 2023.

Contractors are advised that this Project is subject to and will be governed by provisions of Davis Bacon Act including amendments and supplements thereto. Bidders shall prepare their Bids after considering the applicability of said Davis Bacon Act to the work involved, and to all other laws and regulations, State or Federal, applicable to this project. Criminal History Reports, Act 34 (1985), Child Abuse Reports, Act 151 (1994), Federal Criminal History Record Information, Act 114 (2006), and Pennsylvania Public Works Employment Verification, Act 127, and Contractor's Disclosure of Lobbying Activities, Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), will be required of the successful bidder. Contractors are advised that this project is also subject to the U.S. Dept. of Labor Wages & Fair Labor Standards Act. Mechanical, electrical, and plumbing contractors must be licensed by the City of Reading.

Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid Deadline. Extensions of the date for the award of contract may be made by the mutual written consent of the Owner and the lowest responsible and responsive Bidder.

The successful Bidder shall be required to furnish the specified Performance Bond and Payment Bond in a final sum equal to 100% of the proposed contract amount. Bonds shall be issued by a surety approved by the Owner and authorized and licensed to do business in the Commonwealth of Pennsylvania. The Reading School District reserves the right to waive informalities, irregularities, defects, errors, or omissions in Bids and/or reject all bids for any reason or reasons whatsoever.

END OF SECTION 001101

SECTION 002000 INSTRUCTIONS TO BIDDERS

See attached AIA A701-2018, Instructions to Bidders, as modified by Owner



AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

Reading HS Red Knight's Keep

THE OWNER:

(Name, legal status, address, and other information)

Reading School District
800 Washington Street
Reading, PA 19601
Telephone: (484) 258-7031
Fax: (610) 371-5971

THE ARCHITECT:

(Name, legal status, address, and other information)

Kautter & Kelley Architects
5 Belmont Avenue
Wyomissing, PA 19610

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 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using 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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

(Paragraph Deleted)

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Via email to amyl@kautterkelley.com. No oral questions from Bidders will be reviewed or accepted. No questions shall be submitted directly to the Owner.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

§ 3.3.5 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 Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Via email provided that an email address for the Bidder is known.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 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 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid. Failure of any Bidder to receive such Addenda shall not relieve such Bidder from any obligation under its Bid as submitted.

Bids shall be accompanied with two complete original counterparts of each of the following documents, submitted using forms included in the Bidding Documents in the following order:

1. Bid Form;
 1. Bid Bond or other form of Bid Security specifically permitted herein;
 2. Agreement of Surety, including Power of Attorney;
 3. Non-Collusion Affidavit; and
 4. Statement of Bidder's Qualifications and Financial Disclosure.
 5. Certification Regarding Lobbying.

By including a Non-Collusion Affidavit as an attachment to its bid, Bidder acknowledges the following:

.1 The Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti-Bid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits be submitted together with Bids.

.2 The Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.

.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.

.4 In the case of a Bid submitted by a joint venture, each party to the venture must be identified on the Bid Form and a separate Non-Collusion Affidavit must be submitted separately on behalf of each party.

.5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or non-competitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

.6 Failure to include an executed Non-Collusion Affidavit with its Bid in compliance with these instructions may result in disqualification of the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make 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 and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

Each Bid must be accompanied by certified check, bank check, cashier's check, treasurer's check or Bid Bond in the form included herein in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of Reading School District. If the Bidder receiving a Notice of Intent to Award shall fail to execute the Contract, furnish the required Performance Bond and Payment Bond, Waiver of Liens/Mechanics' Lien Waiver, Verification Form required by the Pennsylvania Employment Verification Act ("Verification Form") and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within seven (7) calendar days after receipt of the Notice of Intent to Award (a "Defaulting Bidder"), the Owner may apply the bid security toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the Owner and any higher amount for which the Owner may contract for the required Work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the Owner by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the bid security, the Defaulting Bidder shall pay the Owner the full amount of the excess. If the Owner does not procure an executed contract with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the Owner would afford, as determined in the sole discretion of the Owner, then in that event, the Defaulting Bidder and its Surety shall pay to the Owner the full amount of the bid security as liquidated damages and not as penalty.

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

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Bids are to be hand delivered or delivered by traceable means to the Reading School District Administration Building, Attention: Joe Chiarelli, Purchasing Manager, 800 Washington Street, Reading, Pennsylvania, 19601, by 11:00 a.m. on Thursday, November 16, 2023. Bids received by US Postal Service, telephone facsimile machine (FAX) or email will NOT be accepted.

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after the Bid Deadline.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after the Bid Deadline. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.

In the event the Davis Bacon Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Davis Bacon Wage Rates shall be obtained from the US Department of Labor and that the Bidder, if awarded the Contract, will pay the Davis Bacon Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to *increase the amount Bid or the Contract Sum, as applicable.*

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.2.1 Any Bid which contains omissions, additions or deductions not called for or permitted, alteration of forms, conditional or uninvited alternate proposals or irregularities of any kind may be rejected by the Owner, and any Bid which is not based upon the Bidding Documents and any Bid which, while otherwise regular in form, shall not be accompanied by proper Bid Security may be rejected by the Owner, in its sole and absolute discretion.

§ 5.2.2 The Bidder, in the completion of the Bid Form, shall insert Unit Prices where applicable. In the event any Unit Price, in the opinion of the Owner, is unreasonable or unbalanced, the Owner reserves the right to refuse or re-negotiate any or all such Unit Prices.

§ 5.2.3 The Bid of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one Bid in such manner as to make it appear that the Bids submitted are on a competitive basis from different parties shall be considered a collusive Bidder. However, nothing in this section shall prevent a Bidder from submitting a subsequent Bid after withdrawing a prior Bid.

§ 5.2.4 The Owner may waive irregularities in a Bid, but is under no obligation to do so.

§ 5.2.5 The Owner shall have the right to reject any or all Bids for any reason whatsoever and to reject a Bid not accompanied by any information required by the Bidding Documents, to reject a Bid which is in any way incomplete, irregular or otherwise not responsive to the requirements of the Bidding Documents, or to reject the Bid of a Bidder who is not qualified in accordance with the requirements of the Bid. The Owner reserves the right to waive any informalities and technicalities in bidding and reserves the right to act in its own best interest. Without limiting the foregoing, the Owner shall have the right to reject a Bid if the Bidder has failed to comply with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or other agency on any previous project.

§ 5.2.6 If for any reason whatsoever, the Owner rejects Bidder's Bid, Bidder agrees that it will not seek to recover profits on Work not performed nor will it seek to recover its Bid preparation costs.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.3 In the event of a dispute between a Bidder and the Owner regarding the Owner's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the Owner to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the Owner be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the Owner decides not to award the Contract to such Bidder based upon the Owner's determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive, responsible Bidder.

§ 5.3.4 If the Owner elects to proceed with the Project, the Owner, either through the Architect or its legal counsel, will issue a Notice of Intent to Award to the lowest, responsible Bidder. Issuance of the Notice of Intent to Award shall not be construed as a binding contract or offer by the Owner and may include conditions precedent to the

issuance of the Award of the Contract if deemed prudent by the Owner.

§ 5.3.5 The Work to be performed for this Project is public work and may be financed by the Owner (a public body) by issuance of certain bonds, the issuance of which may be subject to various qualifications and restrictions. The Owner, in good faith, intends to consummate any necessary financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may cancel any award made by it or cancel any Contract entered into with any Bidder without liability to the Bidder, at any time before the Bidder has been given a written Notice to Proceed and has actually begun Work under the Contract, if financing satisfactory to the Owner cannot reasonably be consummated as contemplated or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

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 and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs Deleted)

§ 6.3 Submittals

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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.
- .4 A separate and complete Verification Form required by the Public Works Employment Verification Act, 43 P.S. § 167.1, et seq., for itself acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.
- .5 A fully executed Performance Bond on the form included in the Bidding Documents
- .6 A fully executed Payment Bond on the form included in the Bidding Documents
- .7 A fully executed Waiver of Liens/Mechanics' Lien Waiver on the form included in this Project Manual.
- .8 The duly executed Contract, as prepared by Owner based on the amount Bid.
- .9 A Certificate of Insurance evidencing the insurance coverages and endorsements required to be maintained by the Contractor pursuant to Article 11 of the General Conditions.

§ 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 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 The Bidder shall furnish a performance bond and payment bond, each with a penal sum equal to 100% of the Contract Sum, covering the faithful performance of the Contract and payment of all obligations arising thereunder within seven (7) days of the Notice of Intent to Award the Contract.

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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than seven days following receipt of the Notice of Intent to Award the Contract.

§ 7.2.2 The surety bonds required shall have as surety thereon a corporation duly authorized to conduct business in Pennsylvania and which is in accordance with the Contract Documents.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .2 Insurance and Bonds as required in bid materials.

(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

| (Paragraphs Deleted)

| .5 Drawings included in bid materials.

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

| .6 Specifications included in bid materials.

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

| .7 Addenda issued by the Architect:

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

.8 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.)

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents listed below:

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

| All documents required to be submitted with the Bid.

SECTION 006000 OWNER AND CONTRACTOR AGREEMENT FORM

See attached AIA A101-2017, Standard Form of Agreement Between Owner and Contractor



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 20__
(In words, indicate day, month and year.)

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

Reading School District
800 Washington Street
Reading, PA 19601
Telephone Number: (484) 258-7031
Fax Number: (610) 371-5971

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

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

Reading HS Red Knight's Keep

Contract: Construction

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

Kautter & Kelley Architects
5 Belmont Avenue
Wyomissing, PA 19610

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

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. For the purpose of this Agreement, the term General Conditions as used herein shall mean the General Conditions of the Contract for Construction as modified by the Owner.

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.)

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

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:34:20 ET on 12/09/2020 under Order No.8084710164 which expires on 11/01/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA38)

§ 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.

[X] By the following date: Approximately Tuesday, August 1, 2024

§ 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.

If the Contractor is responsible, in the opinion of the Owner’s Project Representative or Architect, for delay in the actual time of completion of any other Contractor employed by the Owner in performance of any other portion of the Project, then the Contractor shall be liable for and shall pay to the Owner all liquidated damages otherwise attributable to such other contractor, as well as any legal fees, professional fees, or other costs or expenses incurred by the Owner.

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)
------	-----------------------	-------------------------

Init.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per calendar day that has not achieved Substantial Completion or Final Completion, for each calendar day of delay until the Work is substantially complete, subject to adjustments of the Contract Time as provided in the Contract Documents.

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

No quantity limitations shall apply to the Project. The allowances shall be solely owned by the Owner and, as such, the Owner shall have the sole discretion relating to the use of these allowances. Furthermore, any unused portion of the allowances shall be deducted from the Contractor's Contract Sum. The Contractor shall receive no compensation on the unused portion of the allowances. The Contractor will be required to furnish documentation to the Owner evidencing the expenditures charged to the allowances and the reasons therefor prior to the Owner's approval of expenditures from the allowances.

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:

Except as set forth elsewhere in the Contract Documents, payments to the Contractor will be made monthly for work completed as of the fifteenth calendar day of the month provided that all requirements of the Contract Documents have been and are complied with by the Contractor.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following 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 sixty (60) days after the Architect receives the Application for Payment. The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa.C.S.A. Section 3931, et seq. as amended from time to time.
(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 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less the retainage. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the AIA Document A201-2017, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less the retainage;
- .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.)

The retainage withheld by the Owner from the Contractor shall be ten percent (10%) of the amount due the Contractor until fifty percent (50%) of the Work is completed.

§ 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.)

Except as otherwise provided herein, when the Project is fifty percent (50%) complete, the amount retained by the Owner shall be reduced to five percent (5%) of the amount due the Contractor, provided that the Architect approves the Application for Payment, the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Notwithstanding the foregoing, the Owner may continue to withhold ten percent (10%) of the amount due the Contractor after fifty percent (50%) of the Work is completed if the Architect provides written notification to the Owner of a specific cause for greater withholding or if the Owner determines in its sole and absolute discretion that there is a specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:

.1 The Contractor's inability to produce evidence satisfactory to the Owner evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers;

.2 The existence of a dispute between the Owner and the Contractor regarding increased costs claimed by such Contractor; or

.3 The Contractor's failure to complete the Work in accordance with the Contractor Documents, including, without limitation, the Drawings and Specifications, etc.

§ 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.)

Upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

In addition to the Owner's right to determine if a specific cause for greater withholding exists, the Architect shall be entitled to determine if a specific cause for greater withholding exists. The Architect shall reject the reduction in retainage if the Contractor is not making satisfactory progress in its Work, or if the Architect determines that there is a specific cause for greater withholding. The Architect will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by the Architect as sufficient grounds for rejecting a reduction of retainage:

- .1 Satisfactory performance of the Work.
- .2 Satisfactory maintenance of the Project schedule.
- .3 Proper manning of the Project.
- .4 Satisfactory completion of the Work.
- .5 Satisfactory organization of the Project.
- .6 Proper organization and coordination of subcontractors.
- .7 Proper coordination of the Work.
- .8 All defective Work has been remedied or is in the process of being remedied.
- .9 Work completed is not in contention.
- .10 Satisfactory follow through of paperwork, certified payrolls, Change Order proposals, or Construction Change Directives.

The Architect's decision to reject a reduction of retainage shall be final and binding on the Contractor.

If a specific cause for greater withholding does not exist, sum or sums withheld by the Owner from the Contractor after the Work is fifty percent (50%) completed shall not exceed five percent (5%) of the value of completed Work based on monthly progress payment requests.

In the event a dispute arises between the Owner and Contractor, the Owner shall have the option as it deems necessary, in its sole and absolute discretion, to either continue to withhold ten percent (10%) of the total amount due the Contractor or to withhold additional retainage over and above the amount already retained by the Owner in the sum of one hundred fifty percent (150%) of the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless Contractor furnishes a bond satisfactory to the Owner to indemnify the Owner against the claim.

Upon the Architect's issuance of the Certificate of Substantial Completion, the retainage shall be equal to fifty percent (50%) of the cost to complete any then remaining, uncompleted, minor items.

§ 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, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has completed all Work in compliance with all applicable codes, laws, ordinances and regulations, which affect the Project and Work has passed all inspections.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the Contractor has satisfactorily completed all items identified in the punch list prepared at Substantial Completion and the issuance of the Architect's final Certificate for Payment.

§ 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.)

3 % per annum

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.

(Paragraph Deleted)

§ 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 exclusively and only in the Court of Common Pleas of Berks County, Pennsylvania, and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable Rules of Civil Procedure. Both parties hereby irrevocably submit to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and agree that the Contractor shall pay any attorneys' fees incurred by the Owner to transfer a claim filed elsewhere.

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.

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:34:20 ET on 12/09/2020 under Order No.8084710164 which expires on 11/01/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA38)

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.

(Paragraphs Deleted)

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

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)

Wayne Gehris, CFO
Reading School District
800 Washington Street
Reading, PA 19601
Telephone: (484) 258-7061
Email: gehrisw@readingsd.org

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

Telephone Number:
Email:

§ 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 the project bid documents/project manual, including, but not limited to, the A201-2017 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the project bid documents/project manual and 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:

Init.

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 A701™–2017, Instructions to Bidders
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.5 Drawings included in bid materials.

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

.6 Specifications included in bid materials.

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

.7 Addenda issued by the Architect, 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.

.8 Other Exhibits:

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

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

.9 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.)

The Bidding Documents, as defined in the Instructions to Bidders issued in the Project Manual associated with this Project, including the Instructions to Bidders. All documents submitted by

Init.

Contractor in connection with its Bid.

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)



Init.

**SECTION 006100 GENERAL CONDITIONS OF THE CONSTRUCTION
CONTRACT**

See attached AIA A201-2017, General Conditions of the Contract for Construction, as modified by Owner



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Reading HS Red Knight's Keep

THE OWNER:

(Name, legal status and address)

Reading School District
800 Washington Street
Reading, PA 19601

THE ARCHITECT:

(Name, legal status and address)

Kautter & Kelley Architects
5 Belmont Avenue
Wyomissing, PA 19610

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
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

ADDITIONS AND DELETIONS:

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

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

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

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:04:37 ET on 12/09/2020 under Order No.8084710164 which expires on 11/01/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(3B9ADA40)



Init.

/

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

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission.** This document was produced by AIA software at 14:04:37 ET on 12/09/2020 under Order No.8084710164 which expires on 11/01/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(3B9ADA40)

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, 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.

§ 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.

Contractor acknowledges and warrants that it has closely examined all of the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or other governmental agency.

§ 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.

The Drawings are diagrammatical and show the general arrangement and extent of the Work; exact locations and arrangements of parts shall be determined as the Work progresses and shall be subject to the Architect's approval. No extra compensation will be allowed due to conflicts, inconsistencies, or discrepancies between actual dimensions and those indicated. The right is reserved by the Architect to make any reasonable change in location of equipment, ductwork and piping, prior to roughing in without involving additional compensation to the Contractor

§ 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.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 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.

§ 1.3 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.

§ 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, 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. 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.

The designation "Owner" in the Contract Documents shall refer to Reading School District, 800 Washington Street, Reading, Pennsylvania, 19601, for the construction work in Berks County known as: Reading HS Red Knight's Keep.

(Paragraph Deleted)

The Owner's Representative shall be Mr. Wayne Gehris, CFO, for Reading School District.

§ 2.1.2 The Owner has engaged a Project Representative, D'Huy Engineering (D'Huy) to oversee and represent its interests throughout the duration of the Project. The Contractor shall reasonably cooperate with the instruction provided by such Project Representative. Provided, however, such Project Representative shall not have the authority to bind the Owner.

§ 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 not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information as to the physical characteristics of, legal limitations of or utility locations for the Project site which shall not constitute one of the Contract Documents. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the condition of the Project site. The Contractor represents that it has inspected the locations of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and reasonably ascertainable

Init.

subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges (1) that the Contract Sum is just and reasonable compensation for all Work, including foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (2) that the Contract Time is adequate for the performance of the Work.

The Contractor shall have no claims for surface or reasonably ascertainable subsurface conditions encountered. The Contractor shall exercise special care in executing subsurface Work in proximity of known subsurface utilities, improvements, and easements.

§ 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.

§ 2.4 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.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect.

In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

In no event shall the Owner, Project Representative, or Architect have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents. Hence, the Owner and Contractor hereby acknowledge and agree that the Owner has retained the Contractor as an independent contractor to perform the Work on the Project. It is expressly understood and agreed that the presence on the jobsite of the Owner's visiting officers or employees, the Owner, Project Representative, and Architect or supervisory personnel employed by Owner and the making by such personnel of any inspections of the Contractor's Work, materials, tools or equipment, or of the finished Work of the Contractor and their approval of same, or failure to take exception thereto, shall in no way relieve the Contractor from its absolute responsibility to perform its Work and furnish its materials in accordance with the requirements of the Contract Documents. Any failure by the Owner, Project Representative, or Architect to take exception to any Work of the Contractor shall not constitute a ratification or approval of the Work or work methods employed by the Contractor if the same did not in fact comply with the requirements of the Contract Documents.

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.

§ 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.

§ 3.3.1.1 The Contractor is to appoint by written commitment a single representative on site who has the authority to act on behalf of the Contractor and its Subcontractors and suppliers.

§ 3.3.1.2 At any time within the Construction Period, the Owner and Architect shall have the right and the authority to require the replacement of the Contractor's Project Manager, Superintendent, or Foreman.

§ 3.3.1.3 The Architect shall have the authority to direct the Contractor to assign additional supervisory personnel to ensure compliance with the schedule and quality requirements at no addition to the Contract Sum.

§ 3.3.1.3.1 When the Work is being performed at different locations of the Project site, supervision must be assigned to each location where Work is being performed. When extended hours are required to maintain the progress

Init.

schedule, such as multiple shifts and/or additional work days, adequate supervision shall be required of the Contractor during these times. The competence level and ability of supervisory personnel must be adequate to perform the Work.

§ 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. After Award of Contract, any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered.

Contractors who feel extra time, in any form such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade, should include these costs in their bids.

§ 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 The Contractor's supervision of work shall include expediting and coordination of work of trades. The Contractor shall perform all supervising and procuring required to ensure delivery of materials to maintain work schedules of sub-contractors and progress schedules of the Project to ensure full completion of work, to supply equipment or instruments necessary to complete specified test, checks, balancing of system, and to furnish operating instructions, etc.

§ 3.3.5 The Contractor, its employees or its subcontractors shall not install any product or equipment in a manner which is in conflict with the manufacturer's recommendations. 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 the manufacturers' requirements shall be replaced at no additional cost to the Owner unless specifically authorized in writing by the Architect.

§ 3.3.6 The Contractor's representatives shall be capable of providing intelligent and efficient supervision, coordination and scheduling through all phases of the Work.

§ 3.3.7 No alleged verbal agreement or conversation with any officer, agent, or employee of the Owner, Project Representative, or Architect, either before or after the execution of the Contract, shall affect or modify the terms or obligations contained in the Contract Documents. Failure to comply with any or all of the above requirements will not relieve the Contractor from the responsibility of properly estimating the difficulty or cost of successful completion of the Work, nor from the responsibility for the faithful performance of the provisions of the Agreement and in accordance with the Contract Documents. Modifications or changes may be made in writing only. This requirement may not be waived under any circumstances.

§ 3.3.8 The Contractor has reviewed the completion dates and times set forth in the Contract Documents, agrees that such dates and times are reasonable and commits to achieve them. The Contract Sum includes costs associated with completion by those dates and times, including, but not limited to, costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades, coordination with the schedules and work of separate contractors, allowing sufficient time, work and storage areas, and site access for separate contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the Work by those dates and times.

§ 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. Contractor shall pay Architect and the Project Representative directly for any costs associated

Init.

with reviewing substitution requests and revising the drawings and specifications as a result of any substitution requests.

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

§ 3.4.3.1 Workers shall not smoke within the limits of the Owner's property boundaries or as otherwise required by Federal legislation, Title X, P.L. 103-227, Goal 2000, Educate America Act of 1994 as amended from time to time, including without limitation, 20 U.S.C.A. Section 6081, et seq., the Pro-Children Act of 1994. Nothing in the Educate America Act of 1994 or the codification of same in the Pro-Children Act of 1994 shall preempt any provision of law of a state or political subdivision of a state that is more restrictive. Workers shall not possess or consume alcoholic beverages when within the limits of the Owner's property boundaries. The Contractor shall require its employees and agents, and its Subcontractor's employees and agents to work diligently and behave in an orderly manner at all times when at or about the Project site and shall remove from the Project any employee whose conduct is deemed objectionable. Unless otherwise approved by the Owner, persons performing Work shall not use the Owner's building facilities, including, without limitation, restroom facilities.

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). Substitutions for materials, methods, assemblies, or products, required to achieve a bona fide bid, must be submitted to the Architect fifteen (15) days prior to the bid submission due date, and be approved by the Architect prior to acceptance of the construction bid.

§ 3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certified that the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- .5 represents that, in the event incorporation of a substituted item or assembly into the Work will require revisions or additions to the Work of other construction contracts, the Contractor proposing to use such substituted materials, products, or assembly will bear the cost of such revisions or additions at no charge in the Contract Sum.

§ 3.4.6 Discrimination - The Contractor shall agree:

- .1 That in the hiring of employees for the performance of the Work under the Contract Documents, or for any subcontract thereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates;
- .2 That no Contractor, Subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of the Work on account of gender, race, creed or color;
- .3 The Contractor and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees violating the policy will be disciplined.
- .4 The Contractor shall not discriminate by reason of gender, race, creed or color against any Subcontractor or supplier who is qualified to perform the Work.
- .5 The Contractor and each Subcontractor shall furnish necessary employment documents and records, and shall permit access to, to their books, records and accounts for the purpose of any investigation involving compliance with Section 3.4.6.
- .6 The Contractor shall include, without limitation, the provisions of Section 3.4.6 in every subcontract so

that such provisions will be binding upon each subcontractor.

- .7 The Owner may cancel or terminate the Contract for violation of the terms of Section 3.4.6, and, in the event of such termination, all money due or to become due under the Contract Documents may be forfeited.

§ 3.4.7 Owner specifically reserves the right to reject any person Owner deems unfit to be permitted on school grounds 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 10111 of the Pennsylvania Public School Code and/or Subchapter C.2 of the Child Protective Services Law.

§ 3.4.8 Work specified which becomes impossible due to strike, loss of plant through fire or flood, bankruptcy, or other unforeseeable cause beyond Contractor's control, shall be substituted equally from another source subject to substitution procedures in the Contract Documents. Substitute work shall not entitle the Contractor to either an increase in cost or an extension of contract time. Notwithstanding the same, if the substitute work results in a savings to Contractor, Owner shall be entitled to a reduction in the Contract Sum. In any event, substitute work shall be incorporated into the Project through a properly executed Change Order.

- .1 Items not ordered by the Contractor in a timely manner for incorporation into the Work will not entitle the Contractor for additional time or compensation.
- .2 Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work, such as rough-in, changes in supporting foundations, and other related work.
- .3 The Contractor shall assume full responsibility for adequacy of substitute work.

§ 3.4.9 Whether indicated or not, all materials on the Project shall be asbestos-free and lead-free. If any suspected asbestos-containing or lead-containing materials are installed, the Owner has the right to have the material in question tested and if proven to contain asbestos or lead, the Contractor shall remove all material in question and replace it with acceptable material at no additional cost to the Owner.

§ 3.4.10 Competent Workmen: As set forth more fully in Section 13, no person shall be employed to do Work under such Contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' Work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar Work in the District where Work is being done.

§ 3.4.11 The Contractor shall not employ workers, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Contractor or the Owner or other Contractors or Subcontractors in connection with the Work of the Project or the location thereof. The Contractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being performed and that is shall be bound and abided by such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Contractor fail to carry out or comply with any of the foregoing provisions, the Owner shall have the right, in addition to any other rights and remedies provided by the Contract Documents or by law, after three day's written notice mailed or delivered to the latest known address of the Contractor, for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the premises and take possession, in the same manner, to the extent and upon the same Terms and Conditions as set forth in Paragraph 14.2.

§ 3.4.11.1 The Contractor shall remove from the Project such employees of the Contractor or of any Subcontractor as the owner requests be removed, with or without reason.

§ 3.4.12 The Contractor in making or ordering material shipments shall not consign or have consigned materials, equipment or any other items in the name of the Owner. The Owner shall not be under any obligation to make payment for charges or deposits on shipments made by or to the Contractor but may, at its option, pay such charges in which case the Contractor shall reimburse the Owner for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

§ 3.4.13 Contract Sum Not Adjusted for Rising Costs: The Bid (and hence the Contract Sum) for the Contract must be guaranteed for the duration of the Project, and shall thereby have incorporated within it any or all escalation factors related to market conditions. Notwithstanding any other provision in the Contract Documents to the contrary, Contractor's Contract Sum is intended to include all increases in cost, foreseen or unforeseen, including, without limitation, increases in costs arising from supply shortages, unusual delay in deliveries, increases in market prices for materials, labor, taxes and/or other causes beyond the Owner's control, all of which are to be borne solely by the Contractor supplying the materials and/or labor to the Project. All loss and/or damage arising from any of the Work performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same shall be borne solely by the Contractor prosecuting the Work.

§ 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

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

§ 3.6.1 The Contractor hereby accepts and assumes full and exclusive liability for payment of all sales taxes, state and municipal taxes including, without limitation, business privilege taxes, use taxes, and all contributions and payroll taxes under the provisions of Federal law or the laws of the Commonwealth of Pennsylvania, including, but not limited to, Social Security Acts, as to all employees engaged in the performance of the Work subject to the Contract Documents, and further agrees to meet all requirements that may be specified under regulations of government officials having jurisdiction over the Work. All sales taxes, state and municipal taxes, business privilege taxes and use taxes are expressly included within the compensation owed to the Contractor under the terms of the Contract Documents. It is further agreed that the Owner shall have the right to deduct the amount of any and all such taxes from the compensation owed to the Contractor under the terms of the Contract Documents at any time, in the Owner's sole discretion, as the Owner deems advisable, it being agreed that the Owner shall have the right to deduct any and all such moneys from the next payments due under the Contract Documents and from the retained percentages.

§ 3.6.2 The Contractor hereby accepts and assumes full and exclusive liability for and shall indemnify, protect and save harmless the Architect and Owner from and against the payment of:

- .1 All contributions, taxes or premiums (including, without limitation, interest and penalties thereon) which may be payable under any unemployment insurance laws of any state, the Older Workers Benefit Protection Act of 1990 (OWBPA) (P.L. 101-433, October 16, 1990, 104 Stat. 978), as amended from time to time, the Federal Social Security Act, as amended from time to time, Federal, State, County and/or Municipal tax withholding laws, or any other laws, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged in the Work.
- .2 All sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person acting for, through or under it or any of them by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

- .3 All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work.
- .4 In the event that any law is or has been passed, or any rule or regulation pursuant thereof is enacted, which requires the Owner to pay, either directly or indirectly, the amount of any such sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws or should any such law, rule or regulation direct the Owner to collect the same, or make the Owner liable for the collection thereof, or make the Owner responsible therefor, it is covenanted and agreed that the Contractor shall fully and completely make all payments therefor, and shall fully and completely indemnify and save the Owner harmless from any and all such taxes.

§ 3.6.3 The Contractor represents that it based its Bid on the properly charged, collected and remitted sales tax due on only those "construction activities" which are presumed to become a permanent part of the real estate in accordance with 61 Pa. Code Section 31.11, et seq., as amended from time to time. The Contractor shall not include in its Bid any tax for "sales activities" which do not become a permanent part of the real estate in accordance with 61 Pa. Code Section § 31.11, et seq., as amended from time to time.

§ 3.6.4 The Contractor shall keep detailed records of all materials, equipment and labor furnished in connection with the Work and shall keep such full and detailed accounts as may be necessary for the proper financial management under the Contract Documents and the system utilized by the Contractor shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications and similar data relating to the Contract Documents. Further, the Owner or its representative shall have the authority, but not the obligation, to require the Contractor to provide the Owner with certified payroll records for the labor furnished by the Contractor in connection with the Work.

§ 3.6.4.1 The Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. To the extent requested by Owner, copies of such records will be provided by the Contractor. Also, the Contractor shall immediately transmit to the Owner copies of all invoices and receipts for materials, equipment and labor furnished in connection with the Work by the Contractor and any other materials that reflect sales and use tax paid or not paid.

§ 3.6.5 The Contractor agrees to assign and transfer to the Owner all of its rights to sales and use tax which may be refunded as a result of a claim for refund for materials and/or equipment purchased for the Project. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment. This assignment will include, without limitation, any tax erroneously paid by the Contractor. Further, the Contractor agrees to execute all such documents as may be necessary to effectuate such an 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 or negotiations concluded.

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

§ 3.7.2.1 The Contractors shall comply with all aspects of the Federal Occupational Safety and Health Act of 1970 (OSHA) and all up to date amendments thereto, including specific responsibilities to perform reporting and recording requirements. The Contractor is responsible to obtain information regarding its responsibilities under the Act.

§ 3.7.2.2 The Contractor shall comply with all aspects of Pennsylvania Act 287 of 1994, as amended by Act 187 of 1996 and OSHA § 1926.651 requiring, among others, contractors intending to perform excavation or demolition work in a site within a political subdivision, to ascertain the location and type of utility lines and pipes at each site and to notify the utility company or companies not less than three (3) working days in advance of performing the

excavation or demolition. Call Pennsylvania One Call System, Inc., (1.800.242.1776) or contact them at (www.paonecall.org)

§ 3.7.2.3 The Contractors at all times shall observe and comply with all Federal and State Laws and local ordinances and regulations in any manner affecting the conduct of the Work and all such orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over the Work and shall indemnify and hold harmless the Owner and all his officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees, agents or anyone acting on behalf of the Contractor. If the Contractor, any of its Subcontractors or any Sub-Subcontractors, performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such Work and shall bear all costs required to bring the Work into compliance with laws, including any fines or penalties resulting from such non-compliance.

§ 3.7.2.4 Each and every provision of law and clause required by law to be included in the Contract Documents shall be deemed to be inserted therein and the Contract Documents shall be read and enforced as though they were included herein, and if through mistake or otherwise, such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

§ 3.7.2.5 It is the responsibility of the Contractor to determine what local ordinances, if any, will affect the Work. The Contractor shall check for any County, City, Borough, or Township rules or regulations applicable to the areas in which the Project is being constructed and in addition, the Contractor shall check for any rules or regulations of other organizations having jurisdiction, including, but not limited to, chambers-of-commerce, industries, or utility companies who have jurisdiction over lands which the Contractor furnishes materials, equipment and labor in connection with the Work. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§ 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. 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 NO CASH ALLOWANCES

Init.

(Paragraphs Deleted)

§ 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.

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

§ 3.10 Contractor's Construction 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.

§ 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, 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.

Init.

§ 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 Owner or of Separate Contractors.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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.

(Paragraph Deleted)

§ 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.

§ 3.14 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 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 or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and 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 and defend, immediately upon demand, the Owner, Architect, Architect's consultants, and agents and employees of any of them (the "Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and defense costs, arising out of or resulting from performance of the Work, bodily injury, sickness, disease or death, or to injury to any person, including, without limitation, Contractor's or any Subcontractor's employees, or destruction of tangible property (other than the Work itself), but only to the extent caused by the 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 an Indemnified Party. 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.

In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted or threatened against the Owner for which the Contractor or its insurer does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from Contractor any payments due or to become due to the Contractor in an amount sufficient to protect the Owner from such claim, loss, cost, expense, liability, damage or injury, including, but not limited to, legal fees and expenses reasonably necessary for the defense thereof.

§ 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 In the event that the Contractor is requested but refuses to honor the indemnity obligations hereunder, then the Contractor shall, in addition to all other obligations, pay the costs and fees, including, without limitation, attorneys' fees, incurred by an Indemnified Party to enforce the indemnity obligations hereunder. Furthermore, the

Init.

Contractor shall be solely responsible for all legal fees incurred by the Owner in defending, removing, marking satisfied mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments.

§ 3.19 REPRESENTATIONS AND WARRANTIES

§ 3.19.1 Contractor shall be responsible for preparing and completing its own comprehensive list of items to be completed or corrected (punch-list) in order to submit for Substantial Completion. If after the punch-list is submitted and upon inspection, it is found that a Contractor's punch-list is incomplete, lengthy or ill prepared, the Substantial Completion request will be denied. If the Contractor's incomplete, lengthy or ill prepared punch-list or the Contractor's inability to complete its punch list and, therefore, complete the Contract, causes the Architect to prepare a punch list, the Contractor will be solely responsible for the direct payment to the Architect of the Architect's fees incurred in preparing the punch-list.

In the event the Contractor or its Subcontractor fails to complete these punch-lists, the Owner may: (i) exercise any available remedies under this Agreement, at law, and/or at equity 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 (ii) retain and deduct from any payments or retention otherwise due to the defaulting Contractor any fees and expenses for services required to be provided to correct or complete such deficient Work. The Architect and/or any of its consultants or representatives and/or the Owner will be compensated for such additional work at standard prevailing rates by the Contractor.

The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possess sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it is able to furnish the personnel, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that it is authorized to do business in the Commonwealth of Pennsylvania and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work for the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- .5 that it is familiar with all applicable laws, ordinances and regulations, which may in any way affect the Work of those employed herein, including, but not limited to, any special acts relating to the Work or to the Project of which it is a part;
- .6 that such temporary and permanent Work required by the Contract Documents as is to be done by it, can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property;
- .7 that it is familiar with local trade jurisdictional practices;
- .8 that it has carefully examined the Plans, the Specifications and the Project site for the Work, and that, from its own investigation, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and the general local conditions, and all other materials which may in any way affect the Work or its performance; and
- .9 that it has determined what local ordinances, if any, will affect its Work. The Contractor has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, the Contractor has checked for any rules or regulations of other organizations having jurisdiction, including, but not limited to, such as chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§ 3.20 The Contractor agrees (in addition to the representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Contract, that the Contractor shall be restricted to the

rights and remedies set forth in Article 15 of these General Conditions as between the Contractor and the Owner. This Paragraph 3.20 shall survive the expiration or sooner termination of the Contract.

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.

§ 4.2.3 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

(Paragraph Deleted)

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

§ 4.2.5 Based on the Architect's and Project Representative'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 and Project Representative have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 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 in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, 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 The Project Representative will assist the Architect in carrying out the Architect's responsibilities at the site.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 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. No increase to the Contract Sum shall be permitted for any such substitution.

§ 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.

§ 5.5 PAYMENTS TO SUBCONTRACTORS OR MATERIAL SUPPLIER BY THE CONTRACTOR

§ 5.5.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor, on account of such Subcontractor's work, less the

Init.

percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to Sub-Subcontractors. All such payments shall be paid within twenty (20) days. In the event a Subcontractor or material supplier alleges that the Contractor has failed to pay it in full, the Owner may, in addition to its other rights, set off said amounts from any amount due and owing to the Contractor.

§ 5.6 PAYMENTS TO SUBCONTRACTORS BY THE OWNER.

§ 5.6.1 If the Owner fails to approve an Application for Payment for a cause which the Owner and Architect determine is the fault of the Contractor, and not the fault of the particular Subcontractor, or if the Contractor fails to make payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under its Subcontract.

§ 5.6.2 The Owner shall have no obligation to pay, or to see to the payment of, any monies to any Subcontractor or material supplier. Nothing contained in Paragraph 5.6.1 shall be deemed to create any contractual duty of the Owner to any Subcontractor or to create any rights in any Subcontractor against the Owner.

§ 5.6.3 The Contractor shall promptly advise the Owner and the Architect of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor claiming any default by the Contractor in any of its obligations to such Subcontractor.

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. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 through the Project Representative. The Contractor shall participate with other separate contractors, Project Representative, and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Notwithstanding, it shall be the Contractor's sole responsibility to ensure its Work is properly coordinated and sequenced with Owner's own forces and each separate contractor to ensure the orderly completion of the Contractor's Work in accordance with the Contract Time without interfering or delaying the performance of the Owner's own forces or separate contractors

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner 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 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 or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5. The Contractor agrees to defend, indemnify and hold harmless the Owner from and against any claims or damages brought by a separate Contractor arising out of actions or omissions of the Contractor, its Subcontractors, Sub-Subcontractors or suppliers in performing the Work under the Contract Documents.

§ 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 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.

§ 6.3 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.

§ 7.2 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; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 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.

§ 7.3.11 As referred to in sub-paragraph 7.3.8, the reasonable amount for overhead and profit shall be calculated as follows:

	Overhead	Profit
For cost of work performance by the Contractor's or Subcontractor's own forces	5%	5%

Init.

For cost of work performed by subcontract or sub-contract to the Contractor or Subcontractor	5%	5%
--	----	----

Overhead shall be calculated against the cost of the work. Profit shall be calculated against the sum of the cost of the work and overhead.

§ 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.

§ 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 Substantial Completion within the Contract Time.

§ 8.2.4 It is mutually agreed by and between the parties hereto that time shall be an essential part of the Contract and that in case of the failure on the part of the Contractor to complete the Project within the time specified and agreed upon, the Owner will be damaged thereby. Further, it is mutually agreed that the amount of said damages, including, but not limited to, loss of use, expenses for inspection, superintendence and necessary traveling expenses, being difficult, if not impossible, of definite ascertainment and proof, it is hereby agreed that the reasonable amount of liquidated damages shall be in accordance with Paragraph 9.11.

§ 8.2.5 COMPLETION OF PROJECT: The Project shall be completed within the dates specified.

§ 8.2.5.3 EXTRAORDINARY MEASURES. In the event the Owner, after consultation with the Architect, determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, and the Project construction schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, but not limited to, working additional shifts or overtime; supplying additional manpower, equipment, and facilities; and other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner’s right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor’s compliance with the Project construction schedule and failure to comply shall be considered as breach of the Contract Documents. The Contractor shall not, under any circumstances, be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by Owner under or pursuant to this Paragraph 8.2.5.3.

Init.

§ 8.2.5.4 The Owner may exercise its rights pursuant to Paragraph 8.2.5.3 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any completion dates set forth in the Contract Documents.

§ 8.2.6 DELIVERY: Delivery of equipment shall be completed in a manner to comply with construction schedule requirements. Project scheduling may require quick-ship and/or express courier at premium rates that the contractor will be responsible for under contract. Any charges incurred by the Owner as a result of failure to complete installation by the date specified, such as temporary rentals, custodial overtime, etc. will be deducted from the vendor's invoice.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's reasonable control; or by delay authorized by the Owner pending mediation and litigation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay shall prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Document. The Contractor further acknowledges and agrees that adjustments in the Contract Time for delay will only be allowed to the extent such delay is not caused by the Contractor, could not have been anticipated by the Contractor, could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and is of a duration not less than one (1) day.

§ 8.3.1.1 No extension of Contract Time will be considered or approved if the act or occurrence constituting the basis of the request or claim is for non-delivery of materials due to any act or neglect of the Contractor, or the failure of the Contractor to employ, furnish or obtain, as necessary for the timely prosecution of the Work, shop drawings, sufficient labor, materials or equipment, or other matters which are within the control of the Contractor. Any delay which results due to any of the foregoing causes shall be the sole responsibility of the Contractor.

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

§ 8.3.3 No payment or compensation will be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. The Contractor's sole remedy for delays shall be an extension of Contract Time, pursuant to and only in accordance with this Paragraph 8.3. Such extension shall be a period equivalent to the time lost, day for day, by reason of any and all of the aforesaid causes. Nor will the Contractor be permitted to make any claim for acceleration or for costs or expenses associated with acceleration nor will the Contractor be permitted to make a claim for out-of-sequence work (e.g., winter protection costs) or expenses, damages, loss of profits (anticipated or otherwise) or charges of any nature whatsoever (including, but not limited to, legal fees and professional fees). In the event that the Contractor chooses to assert such a claim for delay, acceleration or out-of-sequence work, or litigate this provision, and the Contractor fails to prevail as to its entire claim in its litigation, the Contractor shall be liable to the Owner and shall reimburse the Owner for any legal fees, professional fees, costs or expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.

§ 8.3.4 The Contractor shall recognize and reasonably anticipate that as the job progresses the Owner's representative may be making changes in and updating the construction schedules. Therefore, no claim for an increase in the Contract Sum for either acceleration, delay or out-of-sequence work will be allowed for decisions as to extensions of time pursuant to Paragraph 8.3 or for other changes in the construction schedules which may be experienced.

§ 8.3.5 No extension of Contract Time granted by the Owner shall be or shall be deemed to be a waiver by the Owner of any rights accruing to it under the Contract, and no extension of Contract Time granted by the Owner shall relieve or shall be deemed to relieve the Contractor from full responsibility for performance of the Work of the Contract.

Init.

§ 8.3.6 Should the Owner be prevented or enjoined from proceeding with the Project either before or after the start of construction by reason of any litigation or any other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claims for damage by reason of said delay or for acceleration or out-of-sequence work; 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 for such delay with such determination to be set forth in writing.

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.

§ 9.3 Applications for Payment

§ 9.3.1 By the 20th day of each month, the Contractor shall submit to the Architect and Project Representative a draft itemized Application for Payment prepared in accordance with the schedule of values and covering all Work completed as of the 15th day of the month, including Saturdays if applicable. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Project Representative, or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Weekly Payroll Certification forms must accompany each Application for Payment.

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

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

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

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

Init.

§ 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;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to submit Wage Certifications required by the Department of Labor and Industry to demonstrate payment of Prevailing Wages to the employees of Contractor and each Subcontractor.

§ 9.5.2 If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor shall nevertheless expeditiously continue to prosecute Work.

§ 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.

§ 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. Such payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be or be construed to be acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

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

§ 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.

§ 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.

Init.

§ 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.

§ 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, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner
(Paragraphs Deleted)

§ 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.

§ 9.11.1 The Contractor and Contractor's Surety shall be liable for and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the contract within the Contract Time or failing to submit information required by the Contract Documents and Specifications, as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per calendar day of delay, for each calendar day of delay until the work is substantially complete at each phase of construction, subject to adjustments of the Contract Time as provided in the Contract Documents. In the event the Contractor or Surety litigates the validity of this provision, and does not completely prevail on their challenge, the Contractor and Surety, jointly and severally, shall be liable for legal fees, professional fees, costs or other expenses and damages incurred by the Owner in defending the challenge.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

Init.

§ 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 The Contractor shall not use or store hazardous materials or equipment, or consider unusual methods the Contractor may believe are necessary, without first obtaining written consent from the Owner for each individual consideration. Use of explosives is not permitted under any circumstances.

§ 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 attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 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 negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall 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 from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

Prior to the commencement of any Work and until completion and final payment is made for the Work, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company

Init.

or companies having an A.M. Best Rating of "A-Class VII" or better, and furnish to the Owner Certificates of Insurance evidencing same.

The term "Contractor" as used in these Insurance Requirements shall mean and include Subcontractors and Sub-Subcontractors of every tier..

§ 11.1.1.1 Workers' Compensation and Employer's Liability: in the Commonwealth of Pennsylvania and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

Workers' Compensation Coverage: Statutory Requirements

Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000
Each Accident Bodily Injury by Disease:	\$100,000
Each Employee Bodily Injury by Disease:	\$500,000 Policy Limit

§ 11.1.1.2 Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Explosion, Collapse and Underground Coverages).

Occurrence Form with the following limits:

General Aggregate:	\$3,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Fire Damage (any one fire):	\$50,000
Medical Expense (any one person):	\$5,000

Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment. The General Aggregate Limit must apply on a Per Project basis.

§ 11.1.1.3 Automobile Liability:

Coverage to include: All Owned, Hired and Non-Owned Vehicles; Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

Per Accident Combined Single Limit	\$1,000,000
------------------------------------	-------------

§ 11.1.1.4 Commercial Umbrella Liability:

Occurrence Limit:	\$3,000,000
Aggregate Limit (where applicable):	\$3,000,000

Policy to apply excess of the Commercial General Liability (following form Per Project Limit), Commercial Automobile Liability and Employers Liability Coverages.

It is recommended that all Subcontractors and Sub-subcontractors maintain Commercial Umbrella Liability Coverage with Limits of \$2,000,000 Each Occurrence/Aggregate.

§ 11.1.1.5 Deductibles of Self Insured Retentions:

None of the policies of insurance required of the Contractor by this agreement shall contain deductibles or self insured retentions in excess of \$10,000.

§ 11.1.1.6 Reading School District, Commonwealth of PA, and Kautter & Kelley Architects shall be added as ADDITIONAL INSURED on all liability policies.

§ 11.1.1.7 Contractor's and Subcontractors' insurance is to be endorsed to reflect it is primary and non-contributory for the Owner, and any other additional insured named in these insurance requirements.

§ 11.1.1.8 It is agreed the Contractors' and Subcontractor's insurance will not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the Owner.

§ 11.1.1.9 **Waiver of Rights of Recovery and Waiver of Rights of Subrogation:**The Contractors and Subcontractors waive all rights of recovery against the Owner, and any other additional insured for loss or damage covered by any of the insurance maintained by the Contractor and Subcontractor pursuant to this contract.

If any of the policies of insurance required under the Contract Documents require an endorsement to provide for the waiver of subrogation, then the named insureds of such policies will cause them to be so endorsed.

§ 11.1.1.10 The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractors or any of their Subcontractors.

§ 11.1.1.11 Any type of insurance or any increase in limits of liability not described above which the Contractors or Subcontractors require for their own protection or on account of statute shall be the responsibility of the Contractor or any Subcontractor at their sole expense.

§ 11.1.1.12 The carrying of insurance described shall in no way be interpreted as relieving the Contractors or Subcontractors of any responsibility or liability under the contract.

§ 11.1.1.13 Prior to the commencement of work and/or payment, the Contractors and Subcontractors shall file Certificates of Insurance with Owner, which shall be subject to the Owner's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to the Owner regardless of when the work will start. Project description and Job Number must be shown on the Certificate of Insurance.

§ 11.1.1.14 In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of an invoice.

§ 11.1.1.15 In no event shall the Contractor begin work until a Certificate of Insurance showing coverage in the aforementioned amounts required for the job is received and approved by the Owner. Any work performed without having the Certificate of Insurance received and approved by the Owner is at Contractor's own risk.

§ 11.1.1.16 The Contractor shall furnish one (1) copy each of Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required. The form of the Certificate shall be ACORD, Certificate of Liability Insurance. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

§ 11.1.2 The insurance required by Article 11 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Article 11 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations,

Init.

shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

§ 11.1.5 Property Insurance

§ 11.1.5.1 The Contractor shall purchase and maintain property insurance on an "all risk" basis upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of Owner, Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under "all risk" insurance or otherwise provided in the Contract Documents, Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payments under Subparagraph 9.3.2.

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

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

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

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

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

§ 11.1.5.7 If mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts of purchase this insurance with voluntary deductible amounts the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate Contractors are added as insured to be covered by this policy, the separate Contractors shall be responsible for payment of the appropriate part of any deductibles in the event claims are paid on their part of the Project.

§ 11.2 Owner's Insurance

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

Init.

§ 11.2.1 Boiler and Machinery Insurance

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent 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 Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 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.

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 the applicable statute of limitations, including discovery rule, after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the statute of limitations, including discovery rule, 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.

§ 12.2.2.2 Any applicable statute of limitations, shall be extended by the amount of time required for correction of Work performed after Substantial Completion.

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction 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.

§ 12.2.6 Nothing contained in Paragraph 12.2 shall decrease the responsibilities set forth in the Performance Bond.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

(Paragraph Deleted)

§13.1 GOVERNING LAW

The Contract shall be governed by the law of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law.

§13.1.2 STATUTORY REQUIREMENTS

The Contractor's attention is directed to the fact that all applicable Federal and State laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, and shall govern the Work performed pursuant to the Contract Documents, and they are deemed to be included in the Agreement the same as though written therein in full. Owner assumes no liability for or Contractor's failure to adhere to and comply with any and all Federal and State laws, local laws and ordinances, and the rules and regulations of all authorities having jurisdiction over Construction of the Project, including, without limitation, those listed below.

§13.1.3 HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.E. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability, or use of guide or support animal, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions to the Pennsylvania Human Relations Act, as amended from time to time, which is made part of the General Conditions as if included herein at length. The Contractor's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 49.101, et seq., as amended from time to time.

§13.1.4 STEEL PRODUCTS PROCUREMENT ACT:

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 Work, only that produced in the United States, as defined therein, shall be used and supplied in the performance of the Work. Contractor shall strictly comply with all requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881 et seq., with respect to the Work, which shall include, without limitation, using steel, steel products (including machinery and equipment) or cast iron produced in the United States unless otherwise exempted therefrom.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States.

§13.1.5 PREVAILING WAGE ACT

.1 Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), and as amended from time to time (43 P.S. Section 165-1, et seq.). The Pennsylvania Prevailing Wage Act, the regulations thereto, and the Prevailing Minimum Wage Determination Schedule, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefore in the locality in which the Work is performed, are made part of these General Conditions.

- .2 No person shall be employed to Work under this Contract except competent and first-class workers and mechanics. No workers shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours as established by the Secretary of the Department of Labor and Industry under the "Pennsylvania Prevailing Wage Act" (Act No. 442), effective February 1, 1962, amended by Act 342 of 1963, P.L. 653 and as amended from time to time.

§13.1.6 CRIMINAL HISTORY AND CHILD PROTECTIVE SERVICES INFORMATION

Prior to commencing Work, the Contractor and each Subcontractor shall submit to the Owner on the prescribed form, for each employee or person performing work at the Project site on behalf of the Contractor and any Subcontractor prior to such person performing any work at the Project site, a complete:

- .1 Original report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any of Contractor's employees or its subcontractor's employees working on the Project site prior to such persons performing work at the Project site. Such report of criminal history shall be dated no more than one (1) year prior to the date of execution of this Agreement. To obtain this document, contact the nearest Pennsylvania State Police barracks.
- .2 Copy of the Federal Criminal History record from the Federal Bureau of Investigation in the manner prescribed by the Department of Education. To obtain such a report, contact the nearest FBI Field Office.
- .3 Original background check in accordance with Section 111 of the Public School Code of 1949, Act 34 of March 10, 1949, P.L. 30, No. 14, as amended by from time to time including, without limitation, by Act 114 of July 11, 2006, P.L. 1092, and Act 24 of 2011 (P.L. 112, No. 24) (24 P.S. Section 1-111, et seq.) on the form published by the Pennsylvania Department of Education.
- .4 Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292), subchapter C.2 of the Child Protective Services Law, as amended from time to time.

§13.1.6.1 The Contractor and its subcontractors shall refuse to employ any person as an independent contractor or employee whose Federal Criminal History record information indicates that such prospective employee has been convicted within five (5) years immediately preceding the date of the report of any of the following offenses:

- .1 An offense under one (1) or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:
 - Chapter 25 (relating to criminal homicide).
 - Section 2702 (relating to aggravated assault).
 - Former section 2709(b) (relating to stalking).
 - Section 2709.1 (relating to stalking).
 - Section 2901 (relating to kidnapping).
 - Section 2902 (relating to unlawful restraint).
 - Section 3121 (relating to rape).
 - Section 3122.1 (relating to statutory sexual assault).
 - Section 3123 (relating to involuntary deviate sexual intercourse).
 - Section 3124.1 (relating to sexual assault).

- Section 3125 (relating to aggravated indecent assault).
 - Section 3126 (relating to indecent assault).
 - Section 3127 (relating to indecent exposure).
 - Section 4302 (relating to incest).
 - Section 4303 (relating to concealing death of child).
 - Section 4304 (relating to endangering welfare of children).
 - Section 4305 (relating to dealing in infant children).
 - A felony offense under Section 5902(b) (relating to prostitution and related offenses).
 - Section 5903(c) or (d) (relating to obscene and other sexual materials and performances).
 - Section 6301 (relating to corruption of minors).
 - Section 6312 (relating to sexual abuse of children).
- 2 An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act."
 - 3 An out-of-State or Federal offense similar in nature to those crimes listed in Paragraphs 13.1.11.5.1 and 13.1.11.5.2.

§13.1.7 COMPETENT WORKMEN

§13.1.7.1 According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

§13.1.7.2 No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing similar work in the district where work is being done.

§13.1.8 ANTI-POLLUTION LEGISLATION 62 Pa. C.S.A. Section 3301 requires that Bidders on construction contracts, for the Commonwealth of Pennsylvania be advised that there are provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Bids are being received.

§13.1.8.1 The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et. seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675) as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7642), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j-11), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 1101-1164), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous

Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on.

No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes the Contractor to perform additional Work, the Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the Owner. It is also the responsibility of the Contractor to determine what local ordinances, if any, will affect their portion of the Work. The Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§13.1.9 EROSION CONTROL Contractors performing excavation work shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Protection for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.

§13.1.9.1 Act No. 247 provides that if the successful Bidder must undertake additional work due to enactment of new, or the amendment of existing, statutes, rules or regulations occurring after the submission of the successful Bid, the Owner shall issue a Change Order setting forth the additional work that must be undertaken, which shall not invalidate the Contract. The cost of such a Change Order to the Owner shall be determined in accordance with the provisions of the Contract for change orders or force accounts or, if no such provision is set for the in the Contract, then the cost to the Owner shall be the Contractor's cost for wages, labor costs other than wages, wage taxes, materials, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit; provided, however, that such additional costs to undertake the work not specified in the Invitation for Bids shall not be approved unless written authorization is given to the successful Bidder prior to his

Init.

undertaking such additional activity. In the event of a dispute between the Owner and the successful Bidder, arbitration procedures may be commenced under Article 7 of the General Conditions.

§13.1.10 DEMOLITION All demolition work shall be performed in accordance with the regulations of the Pennsylvania Code, Chapter 5 and Subchapter B – Demolition Work.

§13.1.11 DISCRIMINATION Each Contract entered into by a governmental agency for the construction, alteration or repair of any public building or public work shall contain the following provisions by which the Contractor agrees:

- .1 In the hiring of any employees for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).
- .2 Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract on account of gender, race, creed, or color. (62 Pa. C.S.A. Section 3701).
- .3 Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- .4 Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the Work to which the Contracts relates.
- .5 Contractors and each Subcontractor shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Paragraph. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- .6 The Contractor shall include, without limitation, the provisions of this Paragraph in every subcontract so that such provisions will be binding, upon each Subcontractor.
- .7 The Commonwealth of Pennsylvania may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Paragraph. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the contractor responsibility file.

§13.1.12 TAX EXEMPTION Bid price shall not include taxes for which the Owner is exempt.

§13.2 PROHIBITION ON CASH ALLOWANCES Any reference that implies the presence of cash allowances must be deleted. Cash Allowances are prohibited.

§13.3 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 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. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

§ 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.

(Paragraph Deleted)

§ 13.6 SUCCESSORS AND ASSIGNS

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

(Paragraph Deleted)

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

§ 13.7 WRITTEN NOTICE

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

§ 13.8 RIGHTS AND REMEDIES

§ 13.8.1 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.

Init.

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of 60 consecutive days under any final, non-appealable order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under the Contract with the Contractor, then the Contractor may, upon fourteen (14) days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work properly executed in accordance with the requirements of the Contract Documents. In such event, the Contractor shall be entitled to payment for Work performed at the Project site only. This is the Contractor's sole remedy. If the Contractor challenges termination, the Contractor will forfeit its right to recover payment under this Paragraph 14.1.1 and will be responsible for all of the Owner's costs including, but not limited to, legal fees, professional fees and other expenses and costs.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary by the termination, and other damages incurred by the Owner exceed the unpaid balance, the Contractor shall pay the difference to the Owner immediately upon demand by 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.

The costs of finishing the Work shall include, but not be limited to, all reasonable legal fees, professional fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential and/or incidental costs incurred by the Owner by reason of the termination of the Contractor as stated herein.

§ 14.2.5 In the event the Owner elects to terminate the Contractor for cause, the Owner may recover against the Contractor and Surety as part of its damages any and all legal fees, professional fees, jointly and severally, including, but not limited to, architectural fees, construction management fees, legal fees, and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor on the base amount of the Contract. Further, should the Contractor fail to achieve Final Completion promptly, upon written recommendation by the Architect and upon notice to the Contractor and

after reasonable opportunity to cure, the Owner may, for cause, terminate the Contractor, complete the Work, and recover against the Contractor or Surety, any and all amounts that the Owner incurs, including, but not limited to, any and all legal fees, professional fees and all other costs and expenses related thereto.

§ 14.2.6 In the event that the Owner declares the Contractor in default and the Contractor's Surety fails to adhere to its obligations under the Performance Bond and Payment Bond, the Surety shall be liable to the Owner for any and all damages that the Owner incurs including, but not limited to, any legal fees, professional fees, or other costs or expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond, Payment Bond and/or applicable law, including, but not limited to, the cost of all litigation, legal fees, professional fees, and all other costs and expenses.

§ 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. In such event, if applicable, the Contractor shall be entitled to an extension of the Contract Time pursuant to Paragraph 8.3.1; provided, however, the Contractor shall not be entitled to any adjustment of the Contract Sum.

§ 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 Work performed by the Contractor in accordance with the Contract Documents (including reasonable overhead and profit on such Work performed). The Contractor shall not be entitled to receive any other compensation, including, without limitation, for field and office overhead or profit (e.g. expected or actual profit), termination expenses or damages.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

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

(Paragraph 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.

(Paragraph Deleted)

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the 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. In the case of a continuing delay, only one Claim is necessary.

§ 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, during such abnormal period of time, and will have an unavoidable and material effect on the overall construction.

§ 15.1.6.3 Construction Acceleration Claims

No claim for an increase in the Contract Sum or change in the Contract Time shall be based on construction acceleration. Accordingly, no course of conduct or dealings between the parties, or any express or implied statements made by the parties, nor any express or implied acceptance of alterations to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives claims against the Owner for consequential and/or incidental damages arising out of or relating to this Contract. This waiver includes, but is not limited to:

- .1 Consequential damages incurred by the Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.
- .2 Incidental damages incurred by the Contractor including, but not limited to, costs resulting from stopping the Work, removing and transporting the Contractor's property (e.g., the Contractor's equipment, supplies and materials), and storing the Contractor's property (e.g., the Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Contractor and/or the Owner's termination in accordance with Article 14. Notwithstanding anything else to the contrary in the Contract Documents, the Owner shall have the right to recover consequential damages and/or incidental damages from the Contractor to the extent permitted by law.

§ 15.1.8 Claims for Economic Loss

The Contractor shall have no claim or right of recovery of damages against the Owner and/or the Architect for

Init.

economic loss sustained, in whole or in part, by any act or omission of the Owner and/or the Architect to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, the Contractor shall have no claim against the Owner or the Architect for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

§ 15.2.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and/or litigation and (2) filing of mediation and/or a lawsuit covered by such decision must be made by the

Contractor within thirty (30) days after the date on which the Contractor receives the final written initial decision, then the Contractor's failure to file mediation and/or a lawsuit within said thirty (30) days' period shall result in the Architect's decision becoming final and binding upon the Contractor and the Contractor shall have waived its right to mediate and/or litigate any subject matter addressed in such initial decision. In the event the Contractor attempts to pursue mediation or litigation of such subject matter, the Contractor shall reimburse the Owner, within thirty days of demand, all fees and costs incurred by the Owner, including, without limitation, attorneys' fees, in connection therewith.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the Berks County Bar Association in accordance with its rules in effect on the date of the filing of mediation. 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.

(Paragraph Deleted)

§15.3.4 To the extent either the Owner or the Contractor pursues a Claim or otherwise commences litigation in connection with this Contract and the Owner prevails, partially or completely, on any or all of its own Claims or leaves the Contractor with less than one hundred percent (100%) recovery of the maximum amount claimed due to the Contractor during the resolution process of such Claim or litigation, the Contractor shall be liable for any and all legal fees, professional fees, costs or expenses of the Owner, as well as the true cost of any of the Owner's employees' time, associated with analyzing any Claim, pursuing litigation or defending the Claim or litigation. The Owner may (a) deduct such legal fees, professional fees, costs and expenses from any amounts otherwise due to the Contractor under

(Paragraph Deleted)

the Contract, to the extent available or (b) submit an invoice to the Contractor identifying such amounts due and the Contractor shall immediately reimburse the Owner for such amount upon receipt of the invoice.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

SECTION 007110 DAVIS BACON WAGE RATES

See attached Davis Bacon Wage Rates.

"General Decision Number: PA20230076 10/06/2023

Superseded General Decision Number: PA20220076

State: Pennsylvania

Construction Type: Building

County: Berks County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	03/31/2023
3	04/07/2023
4	06/09/2023
5	09/01/2023
6	09/08/2023
7	09/22/2023
8	09/29/2023
9	10/06/2023

ASBE0023-008 06/26/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 38.70	29.06

BOIL0013-008 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 51.27	34.96

BRPA0001-017 05/01/2022

	Rates	Fringes
TILE FINISHER.....	\$ 26.05	21.00
TILE SETTER.....	\$ 48.81	29.32

BRPA0005-067 05/01/2022

	Rates	Fringes
BRICKLAYER (Including Pointing, Caulking, and Cleaning).....	\$ 37.83	16.98

* CARP0492-005 06/01/2023

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Metal Stud Installation, Floor Laying-Vinyl, and Form Work).....	\$ 33.27	19.31

ELEC0743-014 09/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Alarm Installation, Installation of Sound and Communication Systems, and Low Voltage Wiring; Excludes HVAC/Temperature Controls Installation).....	\$ 42.52	24.83

ELEV0084-005 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.46	37.335+a+b

FOOTNOTES:

A. VACATION CREDIT: Employer contributes 8% basic hourly rate for 5 years or more of service as vacation pay credit, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0066-004 06/01/2014		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Mechanic.....	\$ 32.59	18.10

ENGI0542-033 05/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane, Gradall, Bulldozer, Bobcat/Skid Steer/ Skid Loader, Grader/Blade, Loader, Paver (Asphalt, Aggregate, and Concrete)....	\$ 40.57	28.15
Hoist (Single Drum), Forklift (under 20 ft., excludes masonry work).....	\$ 35.32	26.59
Hoist (With Two Towers), Forklift (20 ft and over, excludes masonry work).....	\$ 38.05	27.39
Oiler.....	\$ 32.86	25.86
Pump.....	\$ 34.18	26.26

IRON0401-005 01/01/2023		
	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 50.70	39.10

IRON0404-024 07/01/2022		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.26	31.13

LABO0135-001 05/01/2023		
	Rates	Fringes
LABORER (Mason Tender- Brick)....	\$ 35.12	25.12

LABO0413-009 05/01/2014		
	Rates	Fringes
LABORER Mason Tender- Cement/Concrete.....	\$ 26.00	23.97

LAB01174-011 05/01/2017

Rates Fringes

LABORER

Concrete Saw (Hand
Held/Walk Behind);
Concrete Worker; Fire Watch.\$ 21.57 15.04
Forklift (Masonry Work
Only).....\$ 27.27 15.04

PAIN0021-036 05/01/2021

Rates Fringes

PAINTER: Spray Only.....\$ 29.51 20.15

PLUM0420-011 05/01/2023

Rates Fringes

PIPEFITTER (Including HVAC
Pipe Installation).....\$ 57.07 41.68

ROOF0030-009 05/01/2021

Rates Fringes

ROOFER (Including
Waterproofing).....\$ 40.33 32.62

SFPA0669-004 04/01/2023

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 44.33 27.79

SHEE0019-015 06/01/2022

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 40.22 40.39

FOOTNOTE: Paid Holiday: Election Day

* UAVG-PA-0017 01/01/2023

Rates Fringes

ELECTRICIAN (HVAC/Temperature
Controls Installation Only).....\$ 40.22 28.03

SUPA2011-034 08/20/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 24.95 16.78
GLAZIER.....\$ 41.14 3.94
IRONWORKER, ORNAMENTAL.....\$ 34.27 22.55

LABORER: Asbestos Abatement (Removal from Floors, Walls, & Ceilings).....	\$ 21.43	11.13
LABORER: Common or General.....	\$ 19.43	8.63
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 34.34	15.47
OPERATOR: Drill.....	\$ 28.55	15.78
PAINTER (Brush and Roller Only).....	\$ 27.07	15.79
PLUMBER.....	\$ 40.90	18.13
TRUCK DRIVER: Dump Truck.....	\$ 22.64	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Multiple Work Packages.
5. Work under Owner's separate contracts.
6. Owner-furnished/Contractor-installed (OFICI) products.
7. Contractor's use of site and premises.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and Drawing conventions.
11. Miscellaneous provisions.

- B. Related Requirements:

1. Section 011200 "Multiple Contract Summary" includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
2. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
3. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: **Reading School District, "Reading High School - Red Knight's Keep."**

1. Project Location: **Reading High School, 801 North 13th Street, Reading, PA 19604.**

- B. **Owner: Reading School District (RSD).**

1. Reading School District Representative:
Mr. Wayne Gehris, CFO
800 Washington Street
Reading, PA 19601
(office) 484.258.7053
gehrisw@readingsd.org
Angela Leonti, Confidential Administrative Assistant
(office) 484.258.7061
leontia@readingsd.org

2. **Owner's Project Representative/District Director of Construction:**
D'huy Engineering, Inc.
One East Broad Street, Suite 310
Bethlehem, PA 18018
(office) 610.865.3000

Contacts:

James P. Lynch, CCM, AVS – Principal
jpl@dhuy.com
Elisabeth Hamscher, EIT – Field Assistant
ecc@dhuy.com

C. **Architect:**

KAUTTER & KELLEY ARCHITECTS (K&KA)
5 Belmont Avenue
Wyomissing, PA 19610
Tele: 610.372.9960

Contacts:

Michael Kautter, AIA, Principal
mikek@kautterkelley.com
Amy Laughlin, Business Manager
amyl@kautterkelley.com

- D. **Owner's Consultants:** Owner has retained the following design professional, who has prepared designated portions of the Contract Documents:

1. **Mechanical/Electrical Engineering Consultant:**

CONSOLIDATED ENGINEERS
1022 James Drive
Leesport, PA 19533

Tele: 610.916.1600

Contact:

John Schulze, Principal - Electrical
johns@cemec.com
David Resh, Project Manager – Mechanical
davidr@cemec.com

- E. **Other Owner Consultants:** Owner has retained the following design professionals who have prepared designated portions of the Environmental Engineering Contract Documents:

1. Environmental Engineering Consultant:

ELEMENT ENVIRONMENTAL SOLUTIONS Inc. (E2S)
61 Willow St
PO Box 921
Adamstown, PA 19501

Tele: 717.484.5111

Contact:

Dan Gensemer

dan@e2s.us

Dave Bertsch

dave@e2s.us

2. Reading SD Consulting Environmental Engineers for Hazardous Materials Abatement, E2S, Inc., have addressed all asbestos and mold abatement requirements ahead of the commencement of this project.
- a. *Contractors and their select subcontractors shall assume that painted surfaces may contain some amounts of lead, and shall perform all work in accordance with OSHA Lead-in Construction Standard (29 CFR 1926.62), as applicable, and shall assure that all waste generated during this project is properly tested and disposed of in accordance with applicable regulations.*

- F. **Project Coordinator for Multiple Contracts:** *The selected General Contractor will be appointed by the Owner to serve as Project Coordinator of the multiple prime contractors.*

- G. **Project Mechanical/Electrical Coordinator for Multiple Contracts:** *The selected Mechanical (HC) Contractor will be appointed by the Owner to serve as Project Coordinator of mechanical, electrical, and plumbing prime contractors.*

- H. Web-Based Project File Hosting Service: Google Drive file storage, synchronization and file sharing will be administered by the Architects office and will be used for purposes of sharing record communications (*after email distribution*) and documents during the construction stage.

1. See Section 013100 "Project Management and Coordination." for requirements for using web-based project file sharing.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Reading High School *Red Knight's Keep* is a secure 2,100 gross square foot area in which students with limited resources can come to relax, do laundry, shower, prepare a snack, and do homework in a quiet and safe environment on campus. The Knight's Keep areas include a Lounge and Kitchenette, (3) private bathrooms with showers, a Laundry Room, food and linen storage, and lockers. The Work of the Knight's Keep Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. **General Scope of Work:** Sitework includes sidewalks and concrete paving. Building renovations include but are not limited to: selective demolition; masonry patch and reconstruction; flashing; guardrails and handrails; trenching and excavation; cast-in-place concrete; masonry; masonry restoration; cutting and patching; sealants; cement-based underlayment; exterior doors; louvers; interior window treatments; interior door, frame and hardware assemblies; suspended ceilings and soffits and exposed ceiling areas; partitions and wall assemblies; floor and wall finishes; glazed shower partitions; restroom accessories; cabinetry and finished carpentry; paint removal, prep and painting; coatings; floor mats; fire extinguishers; signage; life safety and security related systems; coordination of Owner's supplied and installed local area network and telephone systems (incorporating Owner FF&E equipment interface); HVAC; electrical and lighting; plumbing fixtures, fittings, and piping; fire protection and alarms.

HVAC renovations and repairs include but are not limited to: coordination with trade contractors; selective demolition; piping; insulation; ductwork; dual temperature unit ventilators; heating hot water cabinet heaters, exhaust fans; clothes dryer venting; BMS ATC and control wiring; HVAC testing, adjusting & balancing; HVAC commissioning.

Plumbing renovations and repairs include but are not limited to: coordination with trade contractors; selective demolition; water, waste, and vent piping; insulation; plumbing fixtures; sprinkler system; Plumbing commissioning.

Electrical renovations and repairs include but are not limited to: coordination with trade contractors; selective demolition required; All clock and paging wiring, devices and equipment; Conduit, boxes, and branch circuit wiring; Panelboards and feeders; Fire alarm devices, equipment and wiring; Wiring, devices and connections for mechanical, general, and plumbing equipment provided by those trades; exterior and interior lighting wiring, conduit, boxes, and power wiring for access control and intercom devices.

Building and Design: This area of the high school was built in 1989 and has had physical alterations over the years. The basic structural components of the building are in good condition. The work associated with building renovations is to be sequenced and coordinated in a manner that allows for the continued, minimally disturbed, occupancy of the facility by the Reading School District (RSD) students, teachers, and staff during construction. The design and construction project documents are assembled with the intent to meet the requirements of the 2018 International Existing Building Code.

2. **Construction:** The construction project consists of building renovations that are to be completed in a single continuous, uninterrupted phase of construction operations. The Work will be required to be completed during the school year while the building is occupied. Provisions will need to be made to ensure that temporary means of access and egress are provided while areas are being disturbed for renovations. Temporary accommodation will be required to be carefully coordinated with the School District, City of Reading Codes Department and Fire Marshal, and the design professionals. The school educational schedule will be uninterrupted as the facilities are to remain open through construction operations.

Direct interface between contractors and school staff and students inside and outside the building during construction is to be restricted and is to be kept to a controlled minimum, (see 1.11 Work Restrictions). When necessary, the General Contractor (GC)

will be required to provide and maintain temporary fire rated partition, ceiling, and door assemblies separating construction operations from schoolteachers, staff, and students. It is the GC's responsibility to include in the base bid, all temporary separations necessary to complete the Work. The GC is to plan for and coordinate temporary separation requirements with their sequences of construction activity that occur when buildings are in use during the academic school year. Code compliant egress and exit access conditions will be maintained by the GC for School District students and staff and construction personnel at all times. Separated construction access conditions will be maintained by the GC in compliance with IBC Chapter 33 – "Safeguards During Construction," OSHA, the City of Reading Building Codes Department and in accordance with the City of Reading Fire Marshal.

The School District has contracted separately for hazardous materials abatement which will occur prior to this construction project. The General Contractor will be responsible for coordinating scheduling requirements with Owner contracted contractors, and each of the mechanical and electrical multiple prime contractors.

The project includes sustainable design and construction strategies but is NOT attempting to achieve USGBC/LEED or Green Globes certification.

3. ***Construction Schedule: The duration of construction activities is to be approximately 8 months. Construction commencement (written Notice To Proceed) is anticipated to be in December 2023. Project Substantial Completion (98% completion) is expected by August 1, 2024. Project construction completion (100% of Punch List items complete) is required by August 21, 2024.***

B. Type of Contract:

1. The Project will be constructed under coordinated, concurrent multiple prime contracts. See Section 011200 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinators.
 - a. **GC** - General Construction.
 - b. **HC** - Heating, Ventilation & Air Conditioning Construction.
 - c. **PC** - Plumbing and Fire Protection Construction.
 - d. **EC** - Electrical Construction (*including coordinated assistance with RSD Local Area Network, Telephone, and Security interface requirements*).

1.6 MANDATORY SITE/BUILDING VISITATION

- A. **Mandatory site visitation by bidding Prime Contractors: *Prime Contractors will be held to have visited the site to become familiar with the existing conditions in which, and around which, they will be required to work. Scheduled access to the building is to be coordinated through D'huy's project representatives.***

1.7 SEQUENCED CONSTRUCTION

- A. The Work shall be conducted and sequenced according to the following site access work restriction requirements:
1. Restricted work scope required to be executed during School District defined second shift hours of (3:00 PM to 11:00 PM) during the school year; and/or Saturdays:
 - a. Exterior masonry restoration, exterior cutting and patching
 - b. Structural renovations (*requiring cutting, patching, and reconstruction*)
 - c. Noisy and/or loud demolition operations
 - d. Cutting and patching (*non-isolated areas*)
 - e. Powder-actuated stud fastening work
 - f. Temporary shut-down of utilities, fire alarm, fire and smoke detection and notification, emergency lighting, sprinklers
 - g. HVAC, electrical and plumbing fixtures, and equipment replacement that requires temporary shutdown of adjacent systems utilized by occupied portions of the building
 2. Work permitted to be executed during School District normal operational hours: 7:00 AM to 4:00 PM:
 - a. Sidewalk, steps,
 - b. All basic interior renovations *that do not include* the use of excessively loud hammering or concrete cutting
 - c. Window treatments, soffits, ceilings
 - d. Floor, wall, and ceiling finishes
 - e. Mechanical and Electrical systems not related to in-season utility shut-downs.
 3. Contractor conversation outside of occupied and windowed rooms is strictly prohibited. Masonry restoration efforts incorporating power tools, hammering, chiseling, etc., outside occupied classrooms must be accomplished as after hours, second shift, or on Saturdays.
 4. Construction work that requires the erection and maintenance of temporary scaffolding to facilitate contractor access to various parts of the building, and to protect the ingress and egress of building occupancy, is the logistical and financial responsibility of the General Contractor.
 5. Removal of temporary fire rated partition and ceiling assemblies and/or the renovation construction associated with stairs and circulation conditions requiring relatively unencumbered contractor access must be accomplished as after hours, second shift, or on Saturdays. Final closeout requirements will include the discontinuation of use of the temporary trailer area and the site restoration required to return that location and landscape conditions to totally restored condition.
- B. Before commencing Work of sequenced operations, submit an updated copy of Contractor's construction schedule showing any revisions to previously approved schedule and sequence, commencement of work and completion dates, and move-out and move-in dates of Owner's personnel for all phases of the Work.

1.8 WORK PERFORMED BY OWNER

- A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner representatives will inform building occupants with regard to scheduled work to be completed before work under this Contract begins; and for each successive sequenced operation.
 - 1. *The Owner* is responsible for the relocation and temporary storage of furniture, furnishings, and equipment as may be necessary to facilitate contractor access to building rooms and spaces *receiving renovations and repair work throughout the entire space*. Such conditions include all parts of rooms slated for renovations. The Owner will move furniture, furnishings, and equipment into the completed spaces immediately following final cleaning and punch list approval.
- C. Concurrent Operations: Owner will continue to conduct the following operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. Owner will provide on-going maintenance and custodial operations within the School District occupied spaces.
 - 2. School District Administration personnel and custodial staff will occupy adjacent office spaces during all months of the calendar year, except as required to facilitate planned office area renovations. Teachers and administrators can be expected to be working on-site 7:30 AM through 5:00 PM, Monday through Friday. Contractors will cooperate with all School District employee's afterhours to the greatest extent possible to maintain an *acceptable working environment* for District personnel; "*acceptable*" as determined by Reading School District Representatives, the architect, and City Code Officials.

1.9 WORK UNDER OWNER'S SEPARATE CONTRACTS

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.
- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. Owner will contract separately with their Security Systems vendor with regard to equipment and required wiring installations identified to NOT be included in this contracted scope of work, and as required to interface with the work under this contract.
 - 2. Owner will contract separately with Furniture Dealer for supply and installation of furniture and furnishings identified to NOT be included in this contracted scope of work.

1.10 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
 2. Provide for delivery of Owner-furnished products to Project site.
 3. Upon delivery, inspect, with Contractor present, delivered items.
 - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
 4. Obtain manufacturer's inspections, service, and warranties.
 5. Inform Contractor of earliest available delivery date for Owner-furnished products.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:
1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
 3. Receive, unload, handle, store, protect, and install Owner-furnished products.
 4. Make building services connections for Owner-furnished products.
 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
 6. Repair or replace Owner-furnished products damaged following receipt.
- C. Owner-Furnished/Contractor-Installed (OFCI) Products:
1. Select Laundry, Kitchenette, and Lounge Equipment:
 - a. Laundry – Washers and Dryers
 - b. Kitchenette – Refrigerator/Freezer/Ice-Maker; dishwasher; microwave
 - c. Lounge – TV monitor (and wall mounted bracket)

1.11 CONTRACTOR'S USE OF SITE AND PREMISES

- A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section and as identified on the drawings.
- B. Use of Site: Limit use of Project site to renovation work area and exterior elevated lawn area off 13th Street at south driveway. Do not disturb portions of the Project site beyond areas in which the Work is indicated except as necessary to make required temporary utility connections and/or disconnects not explicitly illustrated on the plans.
1. Limits: Confine construction operations to limits indicated on drawings. Limit site disturbance to limits defined by drawings and specifications. Verify requirements associated with street, curb, and sidewalk disturbance with City Codes Departments, City Department of Public Works, and City officials determined to be most appropriate for the work undertaken.

2. Streets, Driveways, Walkways and Entrances: Keep streets, driveways, parking areas, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, visitors, and emergency vehicles at all times. Do not use these areas for parking or storage of materials except as permitted in written form by the Owner's designated representative.
 - a. ***Except during designated days of school closure, construction personnel parking is NOT permitted in District parking lots during the normal operational hours of the school year.*** Adjacent public streets are available to construction vehicles during the normal construction activity hours of 7:00 AM through 4:00 PM during the school year. District parking lots may be used by contractors for the parking of second shift personnel vehicles only (*cars and pickup trucks*) between the hours of 3:00 PM and 11:00 PM and on Saturdays, provided school functions are not scheduled to occur at that time. ***When School lots are temporarily utilized by contractors, they must be cleaned prior to leaving for the day. All Prime Contractors will be collectively held financially responsible for any damage to District vehicles caused by sharp objects, construction fasteners, and miscellaneous materials found on parking surfaces that could damage tires; this includes but is not limited to screws, fasteners, nails, metal shavings, etc. Contractors will be required to fully repair landscaping, bituminous paving, and concrete paving surfaces and curbing as determined by the Architect to have been damaged by the operation of construction vehicles.***
 - b. Construction trailer location is identified for installation along 13th Street. Areas for job trailers and/or refuse disposal containers are to be dedicated to, and equally shared by, each of the Prime Contractors in a controlled and equitable fashion, overseen and coordinated by the General Contractor. These landscape areas are to be fully restored to like-new condition at the conclusion of the contractors' use of the designated areas.
 - c. To the extent possible, schedule deliveries to minimize use of driveways and entrances by construction operations.
 - d. To the extent possible, schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site. At sites where available space has the greatest limitations, refuse containers are to be reduced in number and size and are to be emptied more frequently to best manage the minimized conditions.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations. ***The General Contractor is responsible for the temporary closure and maintenance of weather tight conditions of selectively demolished openings. Use plywood, plastic sheet material, EPDM membrane and other Owner approved and suitable means. The GC is also responsible for the temporary protection of all floor finishes. Suitable abuse resistant protection of floor areas must be maintained throughout the construction period in all locations; this applies to existing floor finish protection and newly installed floor finish protection.***
- D. Condition of Existing Streets: Maintain portions of existing driveways and streets affected by construction operations throughout construction period. Repair damage caused by construction operations and temporary installations. Use record photography before and after operations to verify necessity for restoration.

1.12 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. **Maintain existing exits; no work is to occur within exit access corridors, stairs, and other means of egress during hours when the building is occupied by students and faculty unless approved by the City Codes Official and Fire Marshal.**
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.13 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction and as identified by the Construction Documentation.
 2. Contractors are restricted to separated conditions from the occupied School District classrooms, offices, support facilities, and street access conditions. Some construction operations require that contractors, on occasion, circulate through School District occupied spaces; in which case those construction activities must be carried out after 3:30 p.m. after the majority of students have been dismissed; and/or on Saturdays.
 3. District scholastic operations require that after school programs for students be maintained and utilize selected classrooms until 4:30 p.m. Contractors are required to pre-plan second shift work in a coordinated manner with the School District Director of Construction to assure these educational activities are conducted in a safe, undisrupted environment, away from the actual construction work.
 4. **Contractors will NOT be permitted to cross into the occupied school zones at any time without prior approval obtained 72 hours in advance of the construction activity. All arrangements in this regard are to be coordinated through the School District Director of Construction. Prominently displayed, readily visible contractor identification is required on construction personnel all at all times.**
- B. On-Site Work Hours: To the greatest extent possible, limit work on site associated with exterior construction, and within separated areas of the existing buildings, to normal business working hours of 7 a.m. to 4 p.m., Monday through Friday. If extended work hours are necessary to maintain the approved construction schedule, and due to sequenced operations and coordinated construction scope requirements, limit work within the existing buildings to the hours of 7 a.m. to 11 p.m., Monday through Saturday. **Prime Contractors will be responsible for working multiple shifts and Saturdays as may be required to meet the approved project schedule. All necessary shift, double-shifts, extra-time or overtime, and weekend work is to be included within each Contractor's base bid.**

Contractors wishing to work beyond 11 p.m. are required to get pre-approval from the District and the City of Reading to extend work hours. Contractors will also need to pay the overtime

wages for school custodians to be present for the extended work period. For pre-scheduled weekends, the maximum overtime rate would be the same as weeknights. However, if the weekend hours are not pre-scheduled, it is considered a “call out” and custodians are entitled to a minimum of four work hours, whether they work four hours or not. On holidays, custodians are entitled to “comp” hours for the entire time worked.

1. Weekend Hours: Saturdays only, 7 a.m. to 5 p.m. outdoors, and 7 a.m. to 11 p.m. indoors, with prior arrangements and approval secured through the School District Director of Construction. ***The Reading School District typically prohibits Sunday work hours.*** Confirm acceptance of on-site activity access and hours of operation and work restrictions with City officials.
2. Early Morning Hours Work Commencement Restriction: 7 a.m.
3. Hours for Utility Shutdowns: Preferred between the hours of 5:00 p.m. and 10 p.m. Other hours may be arranged with the School District Director of Construction on a case-by-case basis and as may be required by conditions and adherence to required construction scheduling.
4. City of Reading Power Tool/Construction Noise Ordinance: Activities permitted between 7 a.m. and 10 p.m. provided operations cannot be heard more than 50 feet from the project site or across property lines.
5. Hours for Core Drilling or Other Noisy Activities: 7 a.m. to 10 p.m. if not directly adjacent to occupied space; and 3:30 p.m. to 10 p.m. if within, or immediately adjacent to, School District occupied spaces. Core drilling and other cutting, power fastener, power tool operations are prohibited adjacent to occupied classroom or office space. Class schedules (room occupancy) and construction work schedules (with noisy and/or dusty operations) are to be coordinated by the Contractor and the School District Representative.

C. Parking:

1. Restricted parking conditions will exist through construction. The General Contractor will be responsible for overseeing and monitoring on-site parking restrictions in accordance with the work requirements associated with established construction schedules, and day-to-day. The General Contractor will be responsible for coordinating shared, equitable parking space assignments with the other prime contractors, including any available temporary parking conditions. The General Contractor will be required to coordinate space availability within building parking areas for second shift or weekend work.
2. Contractors are directly responsible for making lease arrangements with neighboring private lot owners if desired.
3. Contractors are to coordinate material loading, unloading, and handling with the School District Representative. Contractors will be responsible for maintaining clean and orderly parking area conditions at the conclusion of each workday.

D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and School District Director of Construction not less than 3 days in advance of proposed utility interruptions.
2. Obtain School District Director of Construction and Principal’s written permission before proceeding with utility interruptions. Use form provided at the end of this section.

- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect and School District Director of Construction not less than 3 days in advance of proposed disruptive operations.
 - 2. Obtain Architect's and School District Director of Construction's written permission before proceeding with disruptive operations.
- F. ***No Smoking On Premises Policy: Smoking is NOT permitted within the building or on perimeter sidewalks or on Reading School District property at any time.***
- G. ***Controlled Substances: Use of tobacco products and other controlled substances is NOT permitted within the building or on perimeter sidewalks or on Reading School District property at any time.***
- H. ***Employee Identification: Provide identification tags for Contractor personnel working on Project site. All Construction Personnel are required to use identification tags at all times.***
- I. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Contractors are advised that this Project is subject to and will be governed by provisions of Davis Bacon Act including amendments and supplements thereto. Bidders shall prepare their Bids after considering the applicability of said Davis Bacon Act to the work involved, and to all other laws and regulations, State or Federal, applicable to this project. Criminal History Reports, Act 34 (1985), Child Abuse Reports, Act 151 (1994), Federal Criminal History Record Information, Act 114 (2006), and Pennsylvania Public Works Employment Verification, Act 127, and Contractor's Disclosure of Lobbying Activities, Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), will be required of the successful bidder. Contractors are advised that this project is also subject to the U.S. Dept. of Labor Wages & Fair Labor Standards Act.
 - 2. ***Each Prime Contractor shall maintain a complete and updated list of approved screened personnel with the Owner's Representative at all times.***
- J. PENNSYLVANIA PUBLIC WORKS EMPLOYMENT VERIFICATION ACT 127
 - 1. The Pennsylvania Public Works Employment Verification Act 127 (43 P.S. §§ 167.1-167.11) requires Contractors and subcontractors performing work on "public works projects" to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security's E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
 - 2. All Contractors shall submit a "Public Works Employment Verification Form" to the Owner. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or subcontractor regardless of whether the employee will be working onsite or offsite.

3. Subcontracts between the Contractor and its subcontractors or between any subcontractor and its subcontractors are required to contain notification of applicability of the Act, the requirement to provide a "Public Works Employment Verification Form" as stated below, and reference to the Department of General Services website as stated below.
4. All subcontractors shall submit a "Public Works Employment Verification Form" to the Contractor, who shall submit the form to the Owner prior to the subcontractor beginning either onsite or offsite work. Submission of this form shall be a precondition of the subcontract remaining in force, and the Contractor shall terminate the subcontract if the subcontractor does not comply. These requirements apply to all employees hired by the subcontractor regardless of whether the employee will be working onsite or offsite. "Subcontractor" includes any entity that performs work on the project other than the prime Contractor and other than an individual. The term does not include an entity that is solely a material supplier for the project.
5. The Contractor or subcontractor shall be responsible for any penalties imposed for failure to comply with this Act.
6. Contractors and subcontractors may access the form at www.dgs.state.pa.us . The Chapter 66 Guidelines may be located at <http://www.pabulletin.com/secure/data/vol42/42-52/index.html>. A copy of this form is included with the Division 00 Specifications.

1.14 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.15 MISCELLANEOUS PROVISIONS

A. Decorum with School District Staff and Students:

1. It is to be recognized that the Reading School District educates young, impressionable teenagers ranging in age from 15 to 19 years old. Sensitivity to, and awareness of, the close proximity of these students to the construction site should be considered at all times with regard to safety as well as general etiquette and the avoidance of the use of profane and/or coarse language.
2. Communications requiring advanced planning measures between contractors and school staff is to be made by the General Contractor and/or Mechanical Contractor Jobsite Superintendents and the School District Construction Representative only. Daily general coordination communications between contractors and school staff is to be made by the GC and/or HC Jobsite Superintendents and the school Principal only, preferably between 3:30 and 4:00 p.m. Plan coordination efforts in advance of the required activity. **Contact between construction personnel and students and/or teachers is not permitted at any time, except in the case of emergencies.**
3. Photography of students and staff is prohibited, as it may relate to the act of documenting record construction.

B. Site Security:

1. Contractors are to expect that the secluded nature of some areas of the construction sites combined with the need to store and retain valuable construction equipment and materials on site, will constitute a need for heightened security considerations on the parts of all Contractors. Refer to Temporary Facilities and Controls within the Division 01 General Requirements, related to security system and on-site security monitoring requirements. The General Contractor is responsible for on-site security fencing, an electronic video surveillance system, and signage in English and Spanish language identifying the protected areas. Refer to Temporary Facilities and Controls within Division 01 General Requirements.
2. Specific attention is to be afforded to the temporary staging of valuable materials. Valuable materials such as copper, aluminum, etc. are to be transported to salvage reclamation locations or are to be removed from the site to a more secure location at the conclusion of each workday. Refer to Construction Waste Management And Disposal within Division 01 General Requirements.

C. Construction Trailers:

1. Construction trailers and storage units will be the responsibility of each Contractor for their own use. Verify City requirements relative to the long-term placement of trailers along Reading City Streets and on school district property. A maximum of up to four trailers and/or storage containers will be permitted at the project location. The equivalent space required for (1) trailer and (1) storage container reserved for the GC and HC is to be provided; and (1) space each for the PC and EC *if feasible*. The GC is responsible for overseeing the equitable arrangement of space utilized within the areas allocated for this use. The GC is responsible for providing meeting space within one trailer.
2. Refer to Temporary Facilities and Controls within Division 01 General Requirements.

D. Scaffolding:

1. Scaffolding requirements include providing construction access while maintaining separated, code compliant, ingress, egress and exit access for School District occupied spaces. Scaffolding required to afford building access is the responsibility of the General Contractor. Each Prime Contractor is responsible for all other scaffolding requirements necessitated by their respective work.
2. Refer to Temporary Facilities and Controls within Division 01 General Requirements.

1.14 EXISTING ARCHIVAL DRAWINGS

- A. Existing archival drawing information regarding architectural, structural, and MEP systems for the buildings is made available through the Architect's project Google Drive site for contractor review purposes only. ***None of the information on the archival drawings has been verified by Reading School District or the architect.***

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 078100 - APPLIED FIRE PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sprayed fire-resistive materials.

1.2 DEFINITIONS

A. SFRM: Sprayed fire-resistive materials.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review products, design ratings, restrained and unrestrained conditions, densities, thicknesses, bond strengths, and other performance requirements.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Sprayed fire-resistive materials.
2. Substrate primers.
3. Bonding agent.
4. Reinforcing fabric.
5. Reinforcing mesh.
6. Sealer.
7. Topcoat.

B. Shop Drawings: Plans or schedules, or both, indicating the following:

1. Extent of fire protection for each construction and fire-resistance rating.
2. Applicable fire-resistance design designations of a qualified testing and inspecting agency acceptable to authorities having jurisdiction.
3. Minimum sprayed fire-resistive material thicknesses needed to achieve required fire-resistance rating of each structural component and assembly.
4. Treatment of sprayed fire-resistive material after application.

C. Samples: For each exposed product and for each color and texture specified, in manufacturer's standard dimensions in size.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and testing agency.
- B. Product Certificates: For each type of sprayed fire-resistive material.
- C. Evaluation Reports: For sprayed fire-resistive material, from ICC-ES.
- D. Preconstruction Test Reports: For fire protection.
- E. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual certified, licensed, or otherwise qualified by sprayed fire-resistive material manufacturer as experienced and with sufficient trained staff to install manufacturer's products in accordance with specified requirements.
- B. Mockups: Build mockups to set quality standards for materials and execution and for preconstruction testing.
 - 1. Build mockup of each type of fire protection and different substrate as shown on Drawings.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on field mockups of fire protection.
 - 1. Field Mockup: As required to facilitate testing.
 - 2. Provide test specimens and assemblies representative of proposed materials and construction.
- B. Preconstruction Adhesion and Compatibility Testing: Test for compliance with requirements for specified performance and test methods.
 - 1. Bond Strength: Test for cohesive and adhesive strength in accordance with ASTM E736. Provide bond strength indicated in referenced fire-resistance design, but not less than minimum specified in Part 2.
 - 2. Density: Test for density in accordance with ASTM E605. Provide density indicated in referenced fire-resistance design, but not less than minimum specified in Part 2.
 - 3. Verify that manufacturer, through its own laboratory testing or field experience, attests that primers or coatings are compatible with sprayed fire-resistive material.
 - 4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.

5. For materials failing tests, obtain sprayed fire-resistive material manufacturer's written instructions for corrective measures including the use of specially formulated bonding agents or primers.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply fire protection when ambient or substrate temperature is 44 deg F (7 deg C) or lower unless temporary protection and heat are provided to maintain temperature at or above this level for 24 hours before, during, and for 24 hours after product application.
- B. Ventilation: Ventilate building spaces during and after application of fire protection, providing complete air exchanges in accordance with manufacturer's written instructions. Use natural means or, if they are inadequate, forced-air circulation until fire protection dries thoroughly.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Assemblies: Provide fire protection, including auxiliary materials, in accordance with requirements of each fire-resistance design and manufacturer's written instructions.
- B. Source Limitations: Obtain fire protection for each fire-resistance design from single source.
- C. Fire-Resistance Design: Indicated on Drawings, tested in accordance with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 1. Steel members are to be considered unrestrained unless specifically noted otherwise.
- D. Asbestos: Provide products containing no detectable asbestos.

2.2 SPRAYED FIRE-RESISTIVE MATERIALS

- A. Sprayed Fire-Resistive Material: Manufacturer's standard, factory-mixed, lightweight, dry formulation, complying with indicated fire-resistance design, and mixed with water at Project site to form a slurry or mortar before conveyance and application or conveyed in a dry state and mixed with atomized water at place of application.
 1. Bond Strength: Minimum 150-lbf/sq. ft. (7.18-kPa) cohesive and adhesive strength based on field testing in accordance with ASTM E736.
 2. Density: Not less than density specified in the approved fire-resistance design, in accordance with ASTM E605.
 3. Thickness: As required for fire-resistance design indicated, measured in accordance with requirements of fire-resistance design or ASTM E605, whichever is thicker, but not less than 0.375 inch (9 mm).
 4. Combustion Characteristics: ASTM E136.

5. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 10 or less.
 - b. Smoke-Developed Index: 10 or less.
6. Compressive Strength: Minimum 10 lbf/sq. in. (68.9 kPa) in accordance with ASTM E761.
7. Corrosion Resistance: No evidence of corrosion in accordance with ASTM E937.
8. Deflection: No cracking, spalling, or delamination in accordance with ASTM E759.
9. Effect of Impact on Bonding: No cracking, spalling, or delamination in accordance with ASTM E760.
10. Air Erosion: Maximum weight loss of 0.025 g/sq. ft. (0.270 g/sq. m) in 24 hours in accordance with ASTM E859.
11. Fungal Resistance: Treat products with manufacturer's standard antimicrobial formulation to result in no growth on specimens per ASTM G21.
12. Sound Absorption: NRC of not less than 0.60 in accordance with ASTM C423 for Type A mounting in accordance with ASTM E795.
13. Finish: Spray-textured finish.

2.3 AUXILIARY MATERIALS

- A. Provide auxiliary materials that are compatible with sprayed fire-resistive material and substrates and are approved by UL or another testing and inspecting agency acceptable to authorities having jurisdiction for use in fire-resistance designs indicated.
- B. Substrate Primers: Primers approved by sprayed fire-resistive material manufacturer and complying with one or both of the following requirements:
 1. Primer and substrate are identical to those tested in required fire-resistance design by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 2. Primer's bond strength in required fire-resistance design complies with specified bond strength for sprayed fire-resistive material and with requirements in UL's "Fire Resistance Directory" or in the listings of another qualified testing agency acceptable to authorities having jurisdiction, based on a series of bond tests in accordance with ASTM E736.
- C. Bonding Agent: Product approved by sprayed fire-resistive material manufacturer and complying with requirements in UL's "Fire Resistance Directory" or in the listings of another qualified testing agency acceptable to authorities having jurisdiction.
- D. Reinforcing Fabric: Glass- or carbon-fiber fabric of type, weight, and form required to comply with fire-resistance designs indicated; approved and provided by sprayed fire-resistive material manufacturer.
- E. Reinforcing Mesh: Metallic mesh reinforcement of type, weight, and form required to comply with fire-resistance design indicated; approved and provided by sprayed fire-resistive material manufacturer. Include pins and attachment.
- F. Sealer: Transparent-drying, water-dispersible, tinted protective coating recommended in writing by sprayed fire-resistive material manufacturer for each fire-resistance design.

- G. Topcoat: Suitable for application over sprayed fire-resistive material; of type recommended in writing by sprayed fire-resistive material manufacturer for each fire-resistance design.
 - 1. Cement-Based Topcoat: Factory-mixed, cementitious hard-coat formulation for spray application over SFRM.
 - 2. Water-Based Permeable Topcoat: Factory-mixed formulation for brush, roller, or spray application over applied SFRM. Provide application at a rate of 30 sq. ft./gal. (0.75 sq. m/L).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrates and other conditions affecting performance of the Work and in accordance with each fire-resistance design.
 - 1. Verify that substrates are free of dirt, oil, grease, release agents, rolling compounds, mill scale, loose scale, incompatible primers, paints, and encapsulants, or other foreign substances capable of impairing bond of fire protection with substrates under conditions of normal use or fire exposure.
 - 2. Verify that objects penetrating fire protection, including clips, hangers, support sleeves, and similar items, are securely attached to substrates.
 - 3. Verify that substrates receiving fire protection are not obstructed by ducts, piping, equipment, or other suspended construction that will interfere with fire protection application.
- B. Conduct tests in accordance with sprayed fire-resistive material manufacturer's written instructions to verify that substrates are free of substances capable of interfering with bond.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Cover other work subject to damage from fallout or overspray of fire protection materials during application.
- B. Clean substrates of substances that could impair bond of fire protection.
- C. Prime substrates where included in fire-resistance design and where recommended in writing by sprayed fire-resistive material manufacturer unless compatible shop primer has been applied and is in satisfactory condition to receive fire protection.

- D. For applications visible on completion of Project, repair substrates to remove surface imperfections that could affect uniformity of texture and thickness in finished surface of fire protection. Remove minor projections and fill voids that would telegraph through fire-resistive products after application.

3.3 APPLICATION

- A. Construct fire protection assemblies that are identical to fire-resistance design indicated and products as specified, tested, and substantiated by test reports; for thickness, primers, sealers, topcoats, finishing, and other materials and procedures affecting fire protection Work.
- B. Comply with sprayed fire-resistive material manufacturer's written instructions for mixing materials, application procedures, and types of equipment used to mix, convey, and apply fire protection; as applicable to particular conditions of installation and as required to achieve fire-resistance ratings indicated.
- C. Coordinate application of fire protection with other construction to minimize need to cut or remove fire protection.
 - 1. Do not begin applying fire protection until clips, hangers, supports, sleeves, and other items penetrating fire protection are in place.
 - 2. Defer installing ducts, piping, and other items that would interfere with applying fire protection until application of fire protection is completed.
- D. Install auxiliary materials as required, as detailed, and in accordance with fire-resistance design and sprayed fire-resistive material manufacturer's written instructions for conditions of exposure and intended use. For auxiliary materials, use attachment and anchorage devices of type recommended in writing by sprayed fire-resistive material manufacturer.
- E. Spray apply fire protection to maximum extent possible. After the spraying operation in each area, complete the coverage by trowel application or other placement method recommended in writing by sprayed fire-resistive material manufacturer.
- F. Extend fire protection in full thickness over entire area of each substrate to be protected.
- G. Install body of fire protection in a single course unless otherwise recommended in writing by sprayed fire-resistive material manufacturer.
- H. For applications over encapsulant materials, including lockdown (post-removal) encapsulants, apply fire protection that differs in color from that of encapsulant over which it is applied.
- I. Where sealers are used, apply products that are tinted to differentiate them from fire protection over which they are applied.
- J. Provide a uniform finish complying with description indicated for each type of fire protection material and matching finish approved for required mockups.
- K. Cure fire protection in accordance with sprayed fire-resistive material manufacturer's written instructions.

- L. Do not install enclosing or concealing construction until after fire protection has been applied, inspected, and tested and corrections have been made to deficient applications.
- M. Finishes: Where indicated, apply fire protection to produce the following finishes:
 - 1. Spray-Textured Finish: Finish left as spray applied with no further treatment.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
 - 1. Test and inspect as required by the IBC, Subsection 1705.13, "Sprayed Fire-Resistant Materials."
- B. Perform the tests and inspections of completed Work in successive stages. Do not proceed with application of fire protection for the next area until test results for previously completed applications of fire protection show compliance with requirements. Tested values must equal or exceed values as specified and as indicated and required for approved fire-resistance design.
- C. Fire protection will be considered defective if it does not pass tests and inspections.
 - 1. Remove and replace fire protection that does not pass tests and inspections, and retest.
 - 2. Apply additional fire protection, in accordance with manufacturer's written instructions, where test results indicate insufficient thickness, and retest.
- D. Prepare test and inspection reports.

3.5 CLEANING

- A. Cleaning: Immediately after completing spraying operations in each containable area of Project, remove material overspray and fallout from surfaces of other construction and clean exposed surfaces to remove evidence of soiling.

3.6 PROTECTION

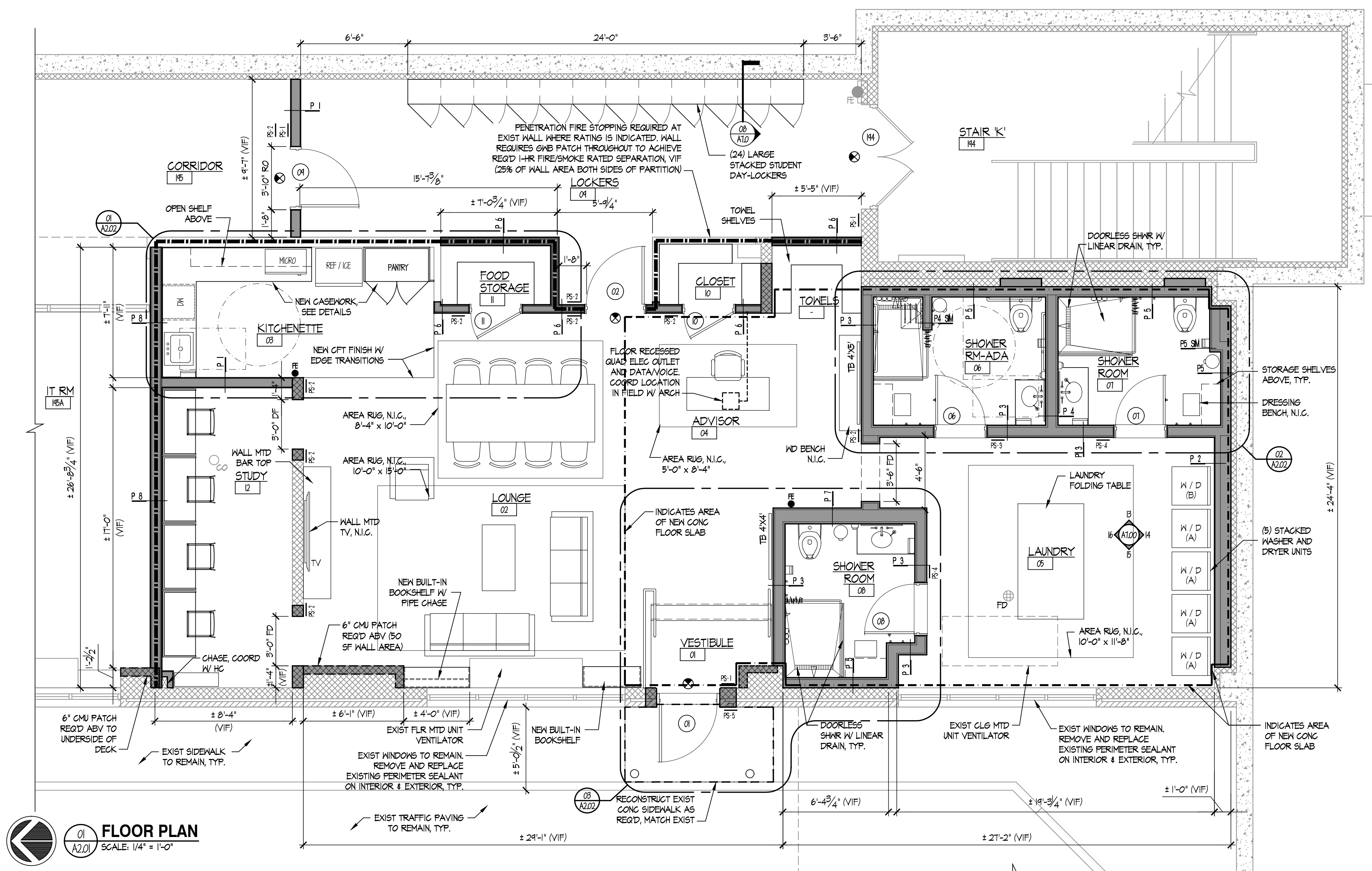
- A. Protect fire protection, according to advice of manufacturer and Installer, from damage resulting from construction operations or other causes, so fire protection is without damage or deterioration at time of Substantial Completion.

3.7 REPAIRS

- A. As installation of other construction proceeds, inspect fire protection and repair damaged areas and fire protection removed due to work of other trades.
- B. Repair fire protection damaged by other work before concealing it with other construction.

- C. Repair fire protection by reapplying it using same method as original installation or using manufacturer's recommended trowel-applied product.

END OF SECTION 078100



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

- LEGEND KEY**
- EXIST BUILDING ELEMENT TO REMAIN
 - EXIST BUILDING ELEMENT TO BE REMOVED
 - NEW CONSTRUCTION/BUILDING ELEMENT
 - INDICATES AREA OF NEW PARTITION OR AREA OF REED. NEILL OR PATCH OF EXISTING PARTITION
 - 1 HR. MIN. FIRE-RESISTANCE RATED PARTITION (SEE DETAILS)
 - ⊙ EXIT SIGN
 - ⊙ SURFACE MTD FIRE EXTINGUISHER, MIN. CLASS 2-A (TYP.) COORDINATE LOCATIONS W/ FIRE MARSHAL'S AND LOCAL CODE OFFICIALS
 - ADA CLEARANCE AREA
 - ⊙ IDENTIFICATION PANEL SIGN (SEE DTL'S)
 - PARTITION TYPE (SEE DTL)
 - VIZ. INCL. VISUAL DISPLAY - TACKBOARD
 - B.O.D. - ARMSTRONG SOUND/OK ACUSTICAL CUSTOM WALL SYSTEMS, 5/8" THK. TACKABLE MINERAL FIBER PANELS, SQUARE SCRIM-WRAPPED PTD FINISH, SELECTED BY ARCHITECT. INSTALL W/ Z-CLIPS

- NOTES**
1. SYMBOLS INDICATED IN GRAY DESIGNATE EXISTING TO REMAIN (TYP.)
 2. PROVIDE SOLID BLOCKING FOR MOUNTING OF ALL ACCESSORIES AS REQUIRED.

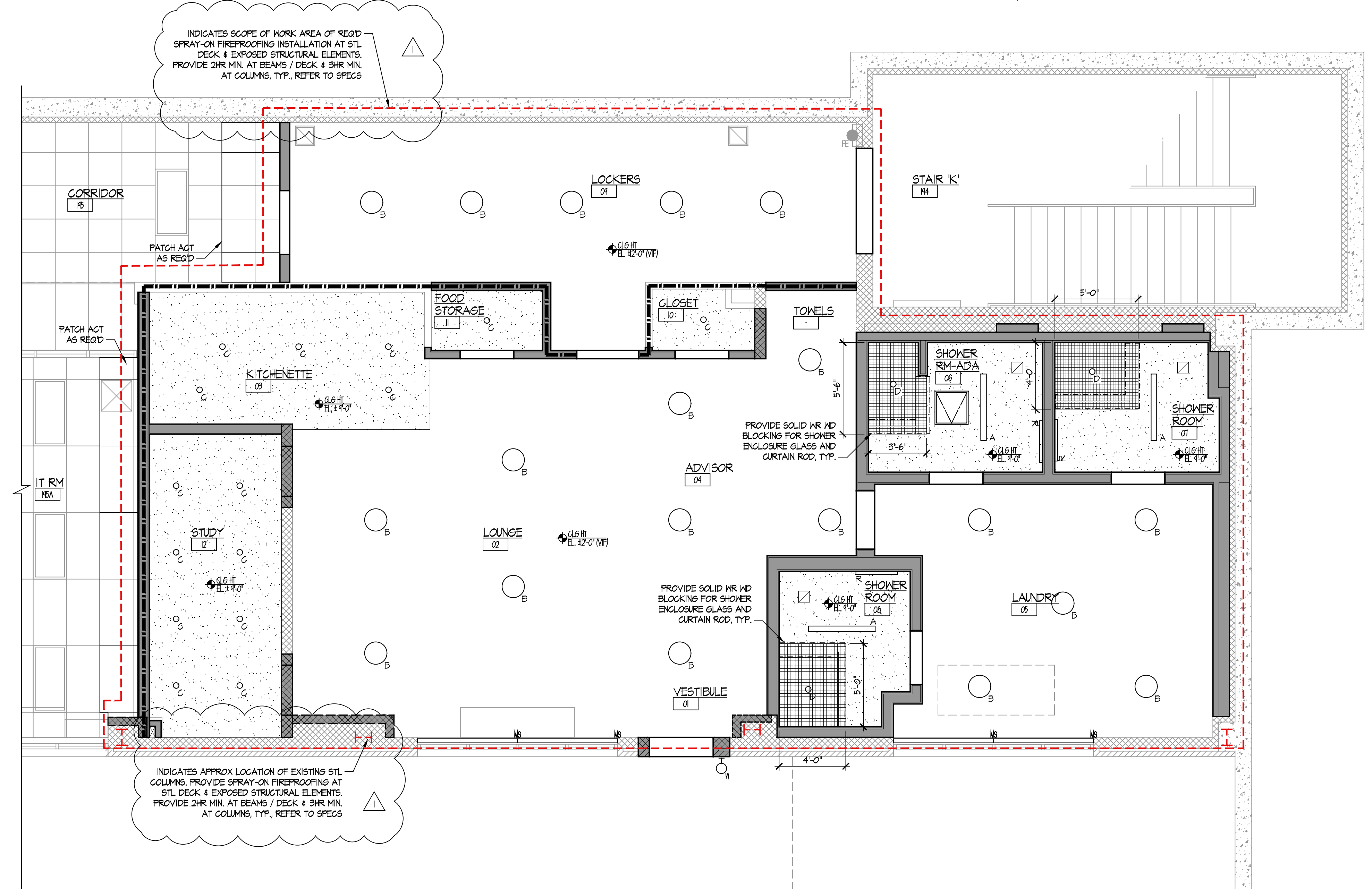
- DRAWING SYMBOL KEY**
- ⊙ TELEVISION UNIT, WALL MTD.
 - ⊙ STACKED WASHER AND DRYER UNITS
 - ⊙ REFRIGERATOR/FREEZER UNIT
 - ⊙ ADA COMPLIANT DISHWASHER UNIT
 - ⊙ MICROWAVE UNIT

NOTE: APPLIANCE UNITS ARE PROVIDED BY OWNER, INSTALLED BY GC. PLUMBING CONNECTIONS BY PG.

10.31.2023
APPENDIX #1

RCP DRAWING SYMBOL KEY

- NOTE: COORD WITH ELECTRICAL DRAWINGS.
- 6" x 48" RECESSED LED FIXTURE (TYPE A)
 - ⊙ SUSPENDED LIGHT FIXTURE (TYPE B)
 - ⊙ LED DOWNLIGHT (TYPE C)
 - ⊙ LED DOWNLIGHT, NET LOCATION RATED (TYPE D)
 - ⊙ MIRROR SURFACE MOUNTED LED FIXTURE (TYPE R)
 - ⊙ WALL MOUNTED LED FIXTURE (TYPE W)
 - ⊙ LIGHT SWITCH (SEE ELEC. DWG)
 - MANUAL WINDOW SHADE
 - 2X4' ACUSTICAL CEILING TILE
 - PTD GWS CEILING
 - ⊙ 24" x 24" STYTL CEILING ACCESS DOOR, B.O.D. - LARSEN'S L-DN-SS-CL-160A STYTL W/ CYLINDER LOCK, SATIN FINISH



REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

PROFESSIONAL SEAL

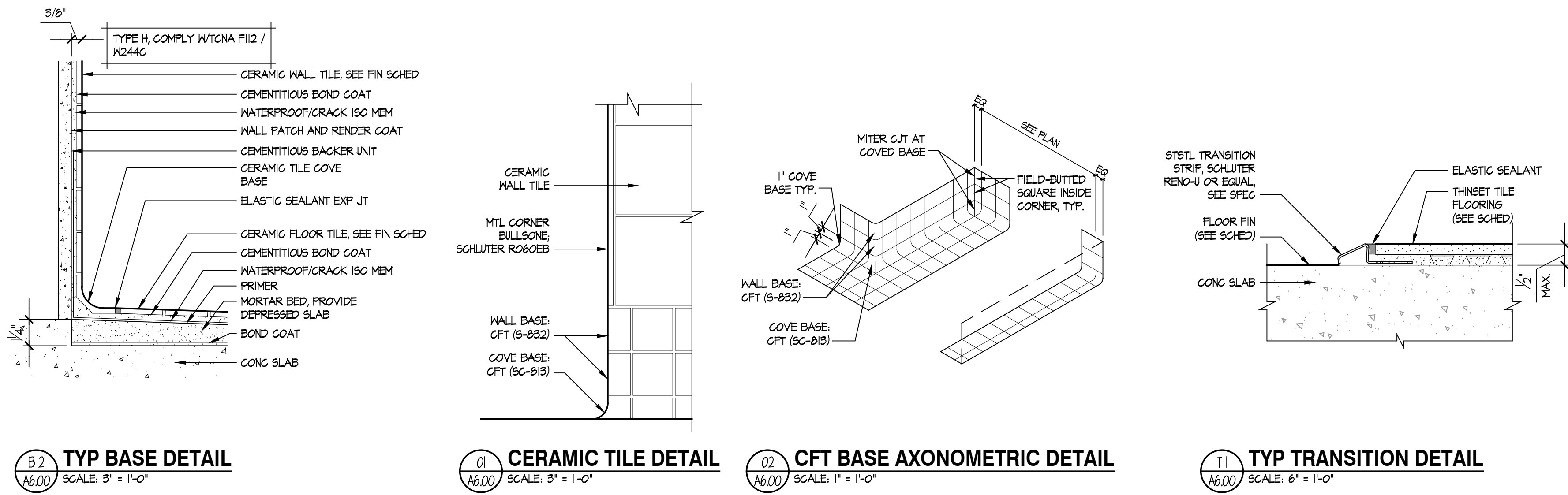
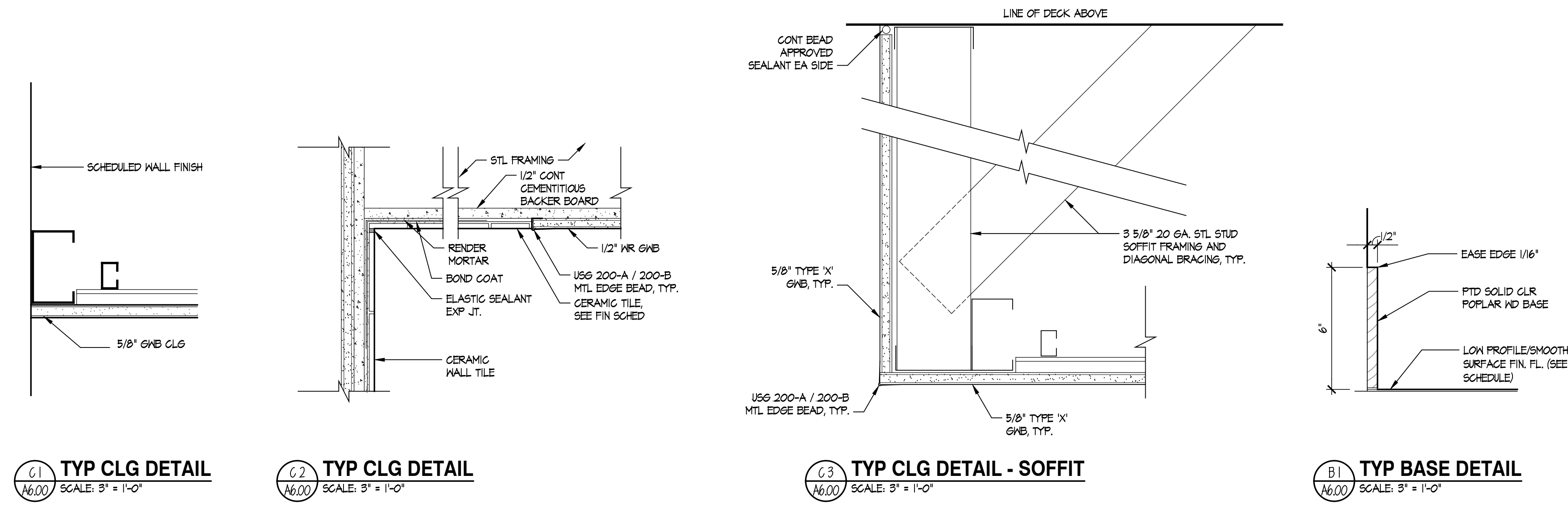
KAUTER & KELLEY ARCHITECTS
5 Belmont Avenue
Wyomissing, PA 19810
Tel: 610.372.9980
www.kauterkelley.com

RHS RENOVATIONS - RED KNIGHT'S KEEP
READING SCHOOL DISTRICT
800 WASHINGTON STREET
READING, PA 19601

PARTIAL FLOOR &
REFLECTED CEILING PLANS

PROJ. NO.: 2204
DATE: 10.16.23
SCALE: AS NOTED

A2.01



TACTILE EXIT SIGNAGE PROVIDE INTERIOR TACTILE SIGNAGE IN ACCORDANCE WITH ICC A117.1 STATING TEXT ADJACENT TO EACH DOOR TO AN EGRESS STAIRWAY, AN EXIT PASSAGEWAY, AND THE EXIT DISCHARGE. AT EXITS SERVING A REQUIRED ACCESSIBLE SPACE BUT NOT PROVIDING AN APPROVED ACCESSIBLE MEANS OF EGRESS, DIRECTIONAL SIGNAGE SHALL BE INSTALLED INDICATING THE LOCATION OF ACCESSIBLE MEANS OF EGRESS.

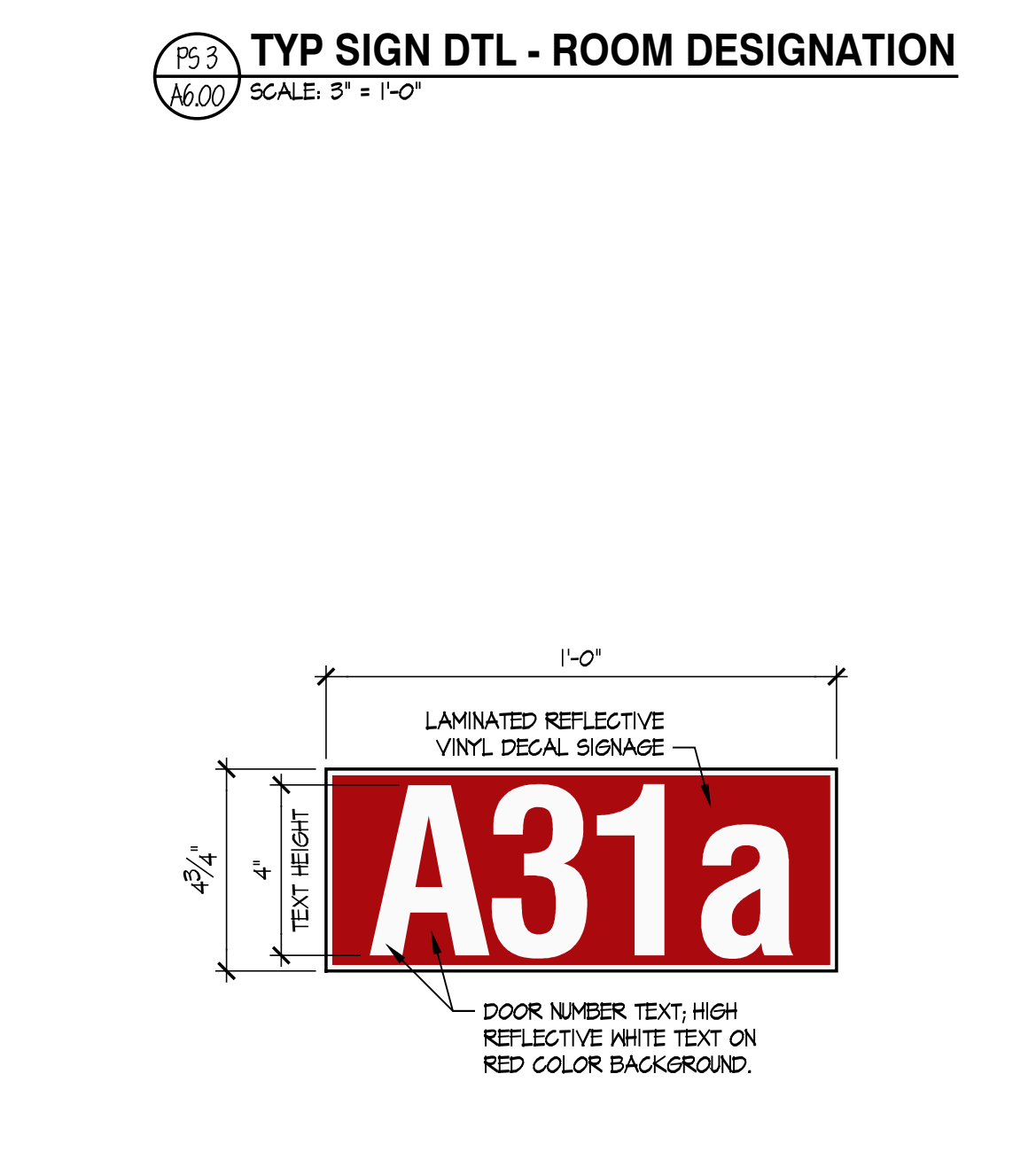
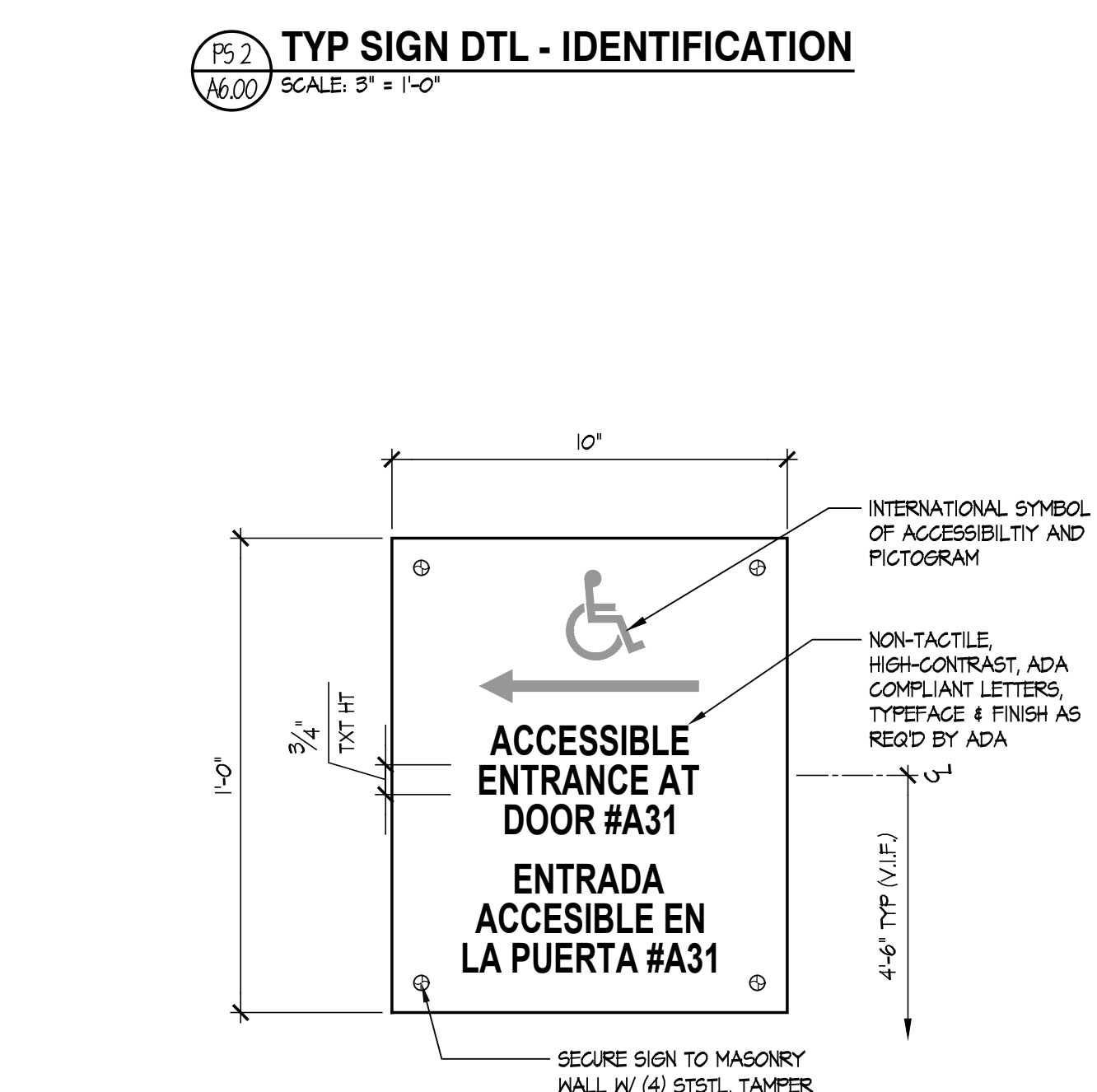
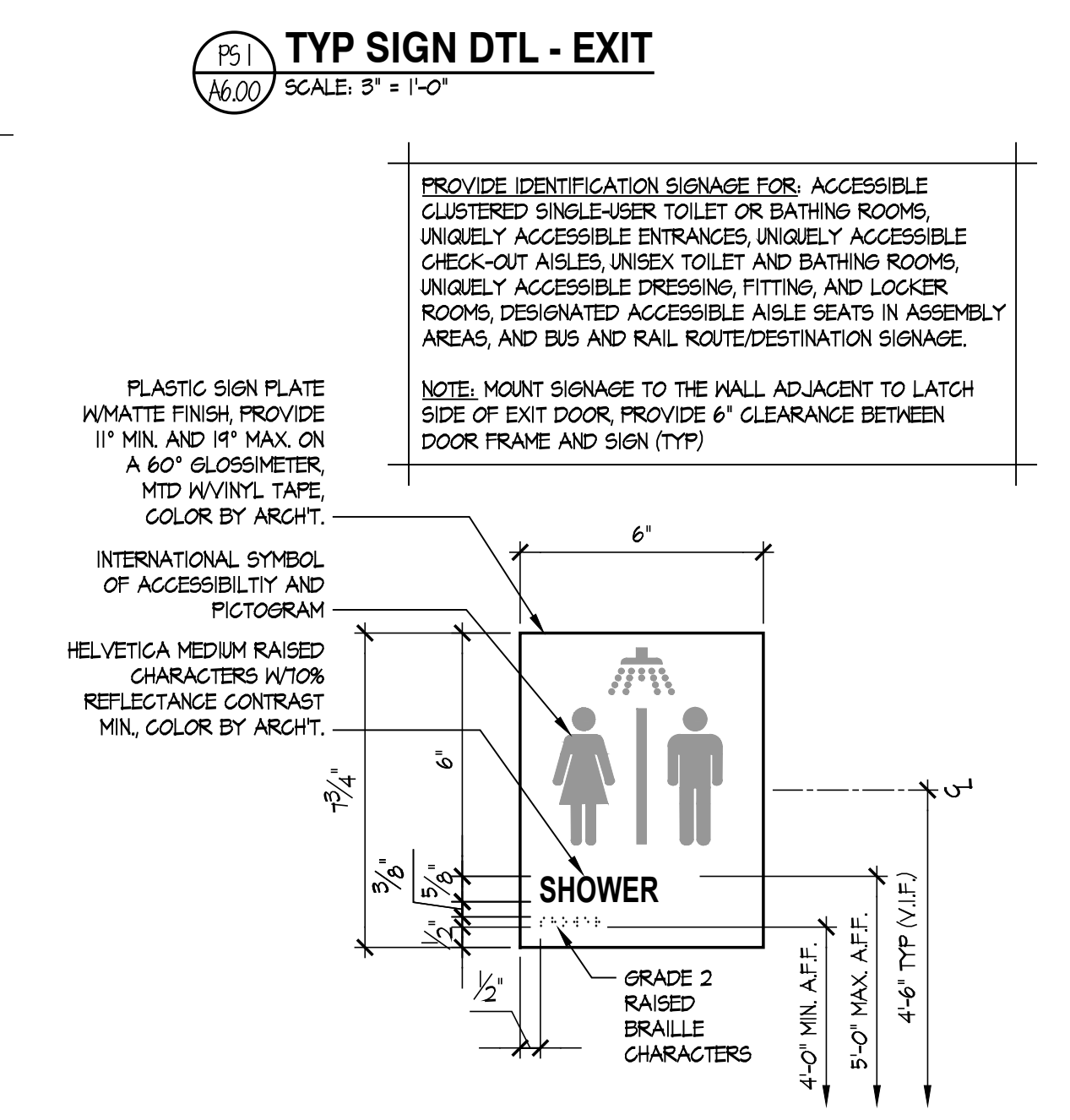
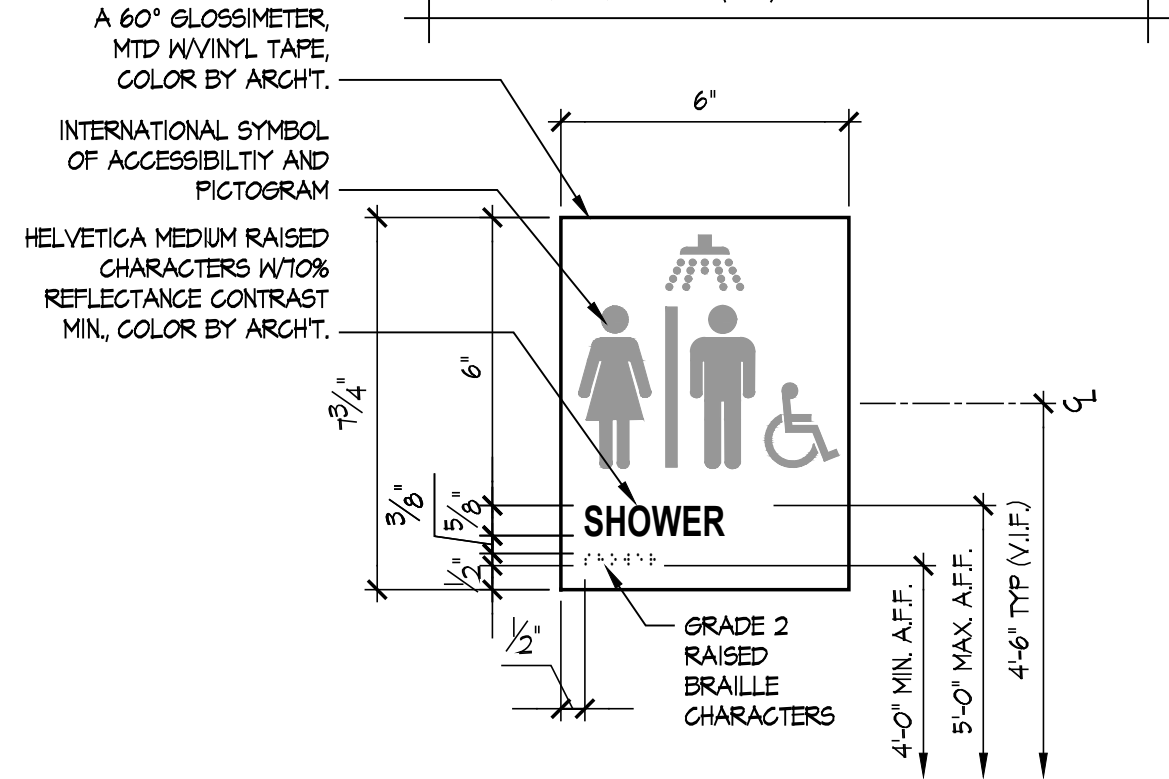
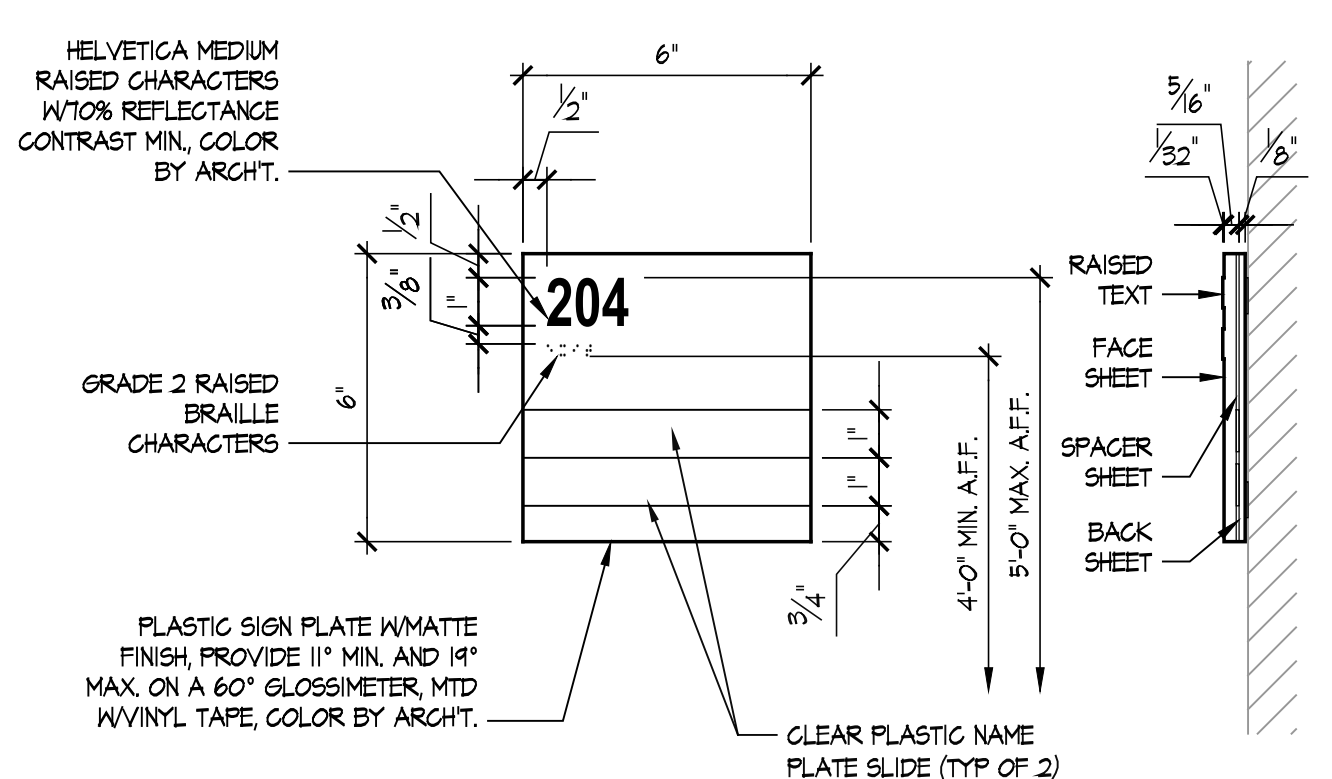
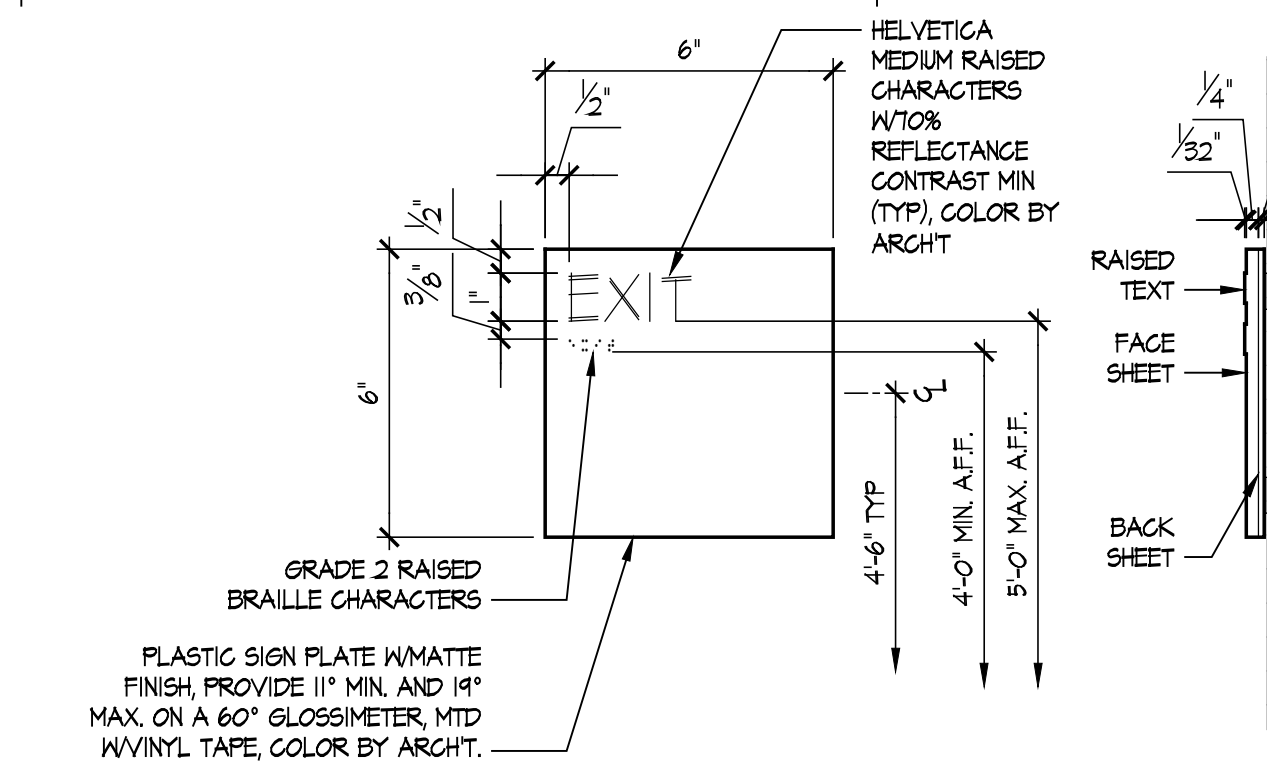
NOTE: MOUNT SIGNAGE TO THE WALL ADJACENT TO LATCH SIDE OF EXIT DOOR, PROVIDE 6" CLEARANCE BETWEEN DOOR FRAME AND SIGN (TYP)

PROVIDE ROOM DESIGNATION SIGNAGE FOR: PROVIDE TACTILE AND BRAILLE ROOM DESIGNATION SIGNAGE IN ACCORDANCE WITH ADA.

NOTE: MOUNT SIGNAGE TO THE WALL ADJACENT TO LATCH SIDE OF EXIT DOOR, PROVIDE 6" CLEARANCE BETWEEN DOOR FRAME AND SIGN (TYP)

PROVIDE IDENTIFICATION SIGNAGE FOR ACCESSIBLE: CLUSTERED SINGLE-USER TOILET OR BATHING ROOMS; UNIGUELY ACCESSIBLE ENTRANCES; UNIGUELY ACCESSIBLE CHECK-OUT AISLES; UNISEX TOILET AND BATHING ROOMS; UNIGUELY ACCESSIBLE DRESSING, FITTING, AND LOCKER ROOMS; DESIGNATED ACCESSIBLE ASSESSIBLE SEATS IN ASSEMBLY AREAS; AND BUS AND RAIL ROUTE/DESTINATION SIGNAGE.

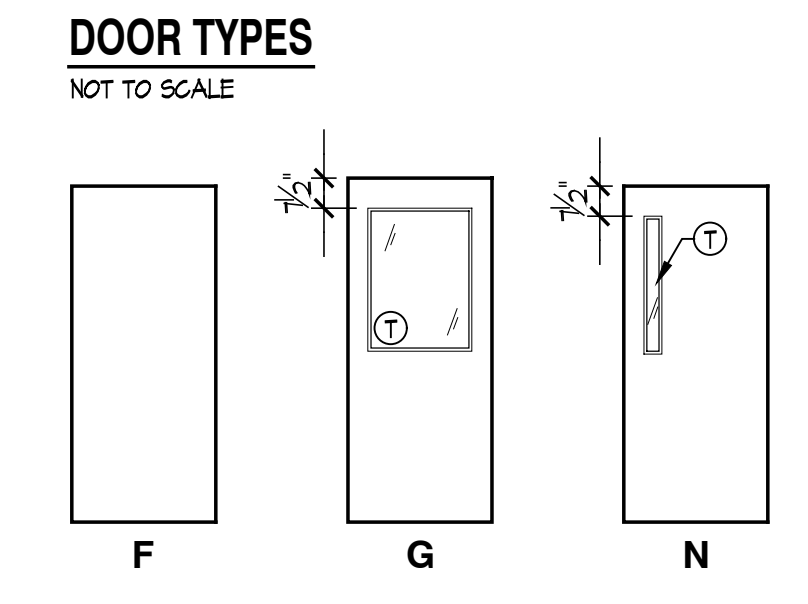
NOTE: MOUNT SIGNAGE TO THE WALL ADJACENT TO LATCH SIDE OF EXIT DOOR, PROVIDE 6" CLEARANCE BETWEEN DOOR FRAME AND SIGN (TYP)



No.	NAME	FLOOR	BASE	WALL	CLG	CLG HT	DETAILS			REMARKS
							BASE	CLG	OTHER	
01	VESTIBULE	PCONG / WCM	WD	GWB	-	±12'-0"	B 1	-	-	1, 2, 3
02	LOUNGE	PCONG	WD	PTD CMU / GNB	-	±12'-0"	B 1	-	-	1, 2, 3, 4
03	KITCHENETTE	CFT 1	WD	PTD GNB	GWB	9'-0"	B 1	C 1 / C 3	T 1 + 06/AT.01	1
04	ADVISOR	PCONG	WD	GWB / CMU	-	±12'-0"	B 1	-	06/AT.01	1, 2, 3
05	LAUNDRY	PCONG	WD	GWB / CMU	-	±12'-0"	B 1	-	-	1, 2, 3, 4
06	SHOWER ROOM - ADA	CFT 2	CFT 2	CFT 1 / CFT 2	HR GNB / CFT 3	9'-0"	B 2	C 1 / C 2	01/AT.01	1, 5
07	SHOWER ROOM	CFT 2	CFT 2	CFT 1 / CFT 2	HR GNB / CFT 3	9'-0"	B 2	C 1 / C 2	01/AT.01	1, 5
08	SHOWER ROOM	CFT 2	CFT 2	CFT 1 / CFT 2	HR GNB / CFT 3	9'-0"	B 2	C 1 / C 2	01/AT.01	1, 5
09	LOCKERS	PCONG	WD	CMU / GNB	-	±12'-0"	B 1	-	-	1, 2, 3
10	CLOSET	PCONG	WD	CMU / GNB	GWB	9'-0"	B 1	C 1	06/AT.01	1
11	FOOD STORAGE	PCONG	WD	GWB	GWB	9'-0"	B 1	C 1	06/AT.01	1
12	STUDY ROOM	PCONG	WD	GWB / EXIST CMU	GWB	9'-0"	B 1	C 1	-	1
15B	CORRIDOR	EXIST R	EXIST R	EXIST CMU / GNB	EXIST ACT	± 9'-0" (VIF)	MATCH EXIST	MATCH EXIST	-	6
15BA	IT ROOM	EXIST VGT	EXIST R	EXIST CMU / GNB	EXIST ACT	± 8'-0" (VIF)	MATCH EXIST	MATCH EXIST	-	6

No.	DOOR WIDTH	DOOR HEIGHT	THICKNESS	TYPE	MATL	FRAME DETAILS		SADDLE	FINISH	LABEL	HARDWARE SET NO.	REMARKS
						JAMB	HEAD					
01	3'-6"	7'-2"	1 3/4"	G	GLYV STL	J 1	H 1	S 1	PTD	1 HR	-	1, 3, 5
02	3'-6"	7'-0"	1 3/4"	N	HM	J 3	J 3 SM	-	PTD	1 HR	5	3, 5
06	3'-0"	7'-0"	1 3/4"	F	SCVW	J 4	J 4 SM	S 2	GLR NAT	-	3	-
07	3'-0"	7'-0"	1 3/4"	F	SCVW	J 4	J 4 SM	S 2	GLR NAT	-	3	-
08	3'-0"	7'-0"	1 3/4"	F	SCVW	J 4	J 4 SM	S 2	GLR NAT	-	3	-
09	3'-6"	7'-0"	1 3/4"	N	HM	J 2	J 2	S 3	PTD	-	4	2, 5
10	3'-0"	7'-0"	1 3/4"	F	SC	J 3	J 3 SM	-	PTD	-	2	-
11	(2) 3'-0"	7'-0"	1 3/4"	F	SC	J 3	J 3 SM	-	PTD	-	2	-
15A	(2) 3'-0"	7'-2"	1 3/4"	N	HM	-	-	-	-	1 1/2 HR	-	4

NOTE: REFER TO SPEC SECTION FOR DOOR HARDWARE SETS. REFER TO DRAWING A5.00 FOR DOOR DETAILS.



ROOM FINISH ABBREVIATIONS

ACT ACoustICAL CEILING TILE
BOD BASIS OF DESIGN PRODUCT SELECTION (SEE SPECS)
BRK BRICK
CARP CARPET
CBB CEMENTITIOUS BACKER BOARD
CFT 1 CERAMIC FLOOR TILE, TYPE 1
CFT 2 CERAMIC FLOOR TILE, TYPE 2
CFT 3 CERAMIC FLOOR TILE, TYPE 3
CMU CONCRETE MASONRY UNIT (PTD FINISH TYP)
CONC CONCRETE (PTD FINISH TYP)
CS CAST STONE
GNT 1 CERAMIC WALL TILE, TYPE 1
GNT 2 CERAMIC WALL TILE, TYPE 2 - ACCENT COLOR
EPX EPOXY PAINT
EXIST EXISTING CONSTRUCTION TO REMAIN (REPAIR OR REFRESH AS INDICATED)
GWB GYPSUM WALL BOARD (PTD FINISH TYP)
HR GNB WATER-RESISTANT GYPSUM WALL BOARD
H-GNB ABUSE-RESISTANT (HIGH-IMPACT) GYPSUM WALL BOARD
GCU GYPSUM CEMENT UNDERLAYMENT (SEE SCHED)
GLS GLASS
HCU HYDRAULIC CEMENT UNDERLAYMENT (SEE SCHED)
LWAN 1/4" STRUCTURAL LWAN PLYWOOD WITH SANDED SURFACE
MASONRY MASONRY
METL METAL
FRP FIBERGLASS REINFORCED PLASTIC
PC POWDER COATED
PCNG POLISHED CONCRETE TOPPING
EXIST PROTECTILE FLOORING
PTD PLASTER (PTD FINISH TYP)
PAINTED PAINTED
R RUBBER FLOORING (AND/OR WALL BASE)
SSM SOLID SURFACE MATERIAL
TERRAZZO TERRAZZO
WOOD WOOD
VAT VINYL ASBESTOS FLOOR TILE (REQUIRES COORD W/ OWNER'S ABATEMENT CONTRACTOR)
VGT VINYL COMPOSITION FLOOR TILE (MAY REQUIRE COORD W/ OWNER'S ABATEMENT CONTRACTOR)
VST VINYL SHEET FLOORING
WCM WOOD CORE MAT, CUT TO FIT FLOOR AREA

- ROOM FINISH REMARKS**
- PROVIDE NEW PAINT FINISH THROUGHOUT THE ENTIRE ROOM (WALLS, CEILING, DOORS).
 - PROVIDE (2) COATS OF DRY-FALL PAINT FOR EXPOSED DECK AND STRUCTURE THROUGHOUT THE ENTIRE ROOM.
 - D.P. PAINT
 - NEW MANUAL OPERATED WINDOW SHADES, B.O.D., DUAL FABRIC, 5% OPENNESS.
 - SLOPE CONC FLOOR SLAB AS REQUIRED TO ACHIEVE 1/8" PER FOOT SLOPE TO DRAIN.
 - PATCH AND FINISH AS REQD TO MATCH EXISTING ADJACENT CONDITIONS. USE SALVAGED MATERIAL AND/OR PROVIDE ASSOCIATED COMPONENTS AS REQD TO ACHIEVE LIKE-NEW FINISH CONDITIONS.

- GENERAL FINISH NOTES**
- GC IS RESPONSIBLE FOR PAINTED FINISHES ASSOCIATED WITH EXPOSED COMPONENTS OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS

DOOR ABBREVIATIONS

ALUM ALUMINUM
CLR ANODIZED CLEAR ANODIZED
CLR NAT CLEAR NATURAL
HM HOLLOW METAL
HM INTEGRATED HOLLOW METAL
KYN MANUFACTURER'S KYNAR PAINTED FINISH
PCNG MANUFACTURER PAINTED
SC SOLID CORE
SCVW SOLID CORE WOOD VENEER DOOR (BOOK MATCH ROTARY CUT CLEAR WHITE BIRCH VENEER WITH CUSTOM STAIN FINISH AS SELECTED BY ARCH)
STN STAINED FINISH (AS SELECTED BY ARCH)
T TEMPERED GLASS

- DOOR REMARKS**
- PROVIDE INSULATED GLAZING
 - PROVIDE SINGLE PANE GLAZING
 - PROVIDE FIRE RATED GLAZING
 - EXISTING DOOR ASSEMBLY TO REMAIN
 - PROVIDE CONTINUOUS FULL-HGT STSTL DOOR EDGE PROTECTION SATIN FIN (DO NOT PAINT)

10.31.2023
ADDENDUM #1

PROFESSIONAL SEAL

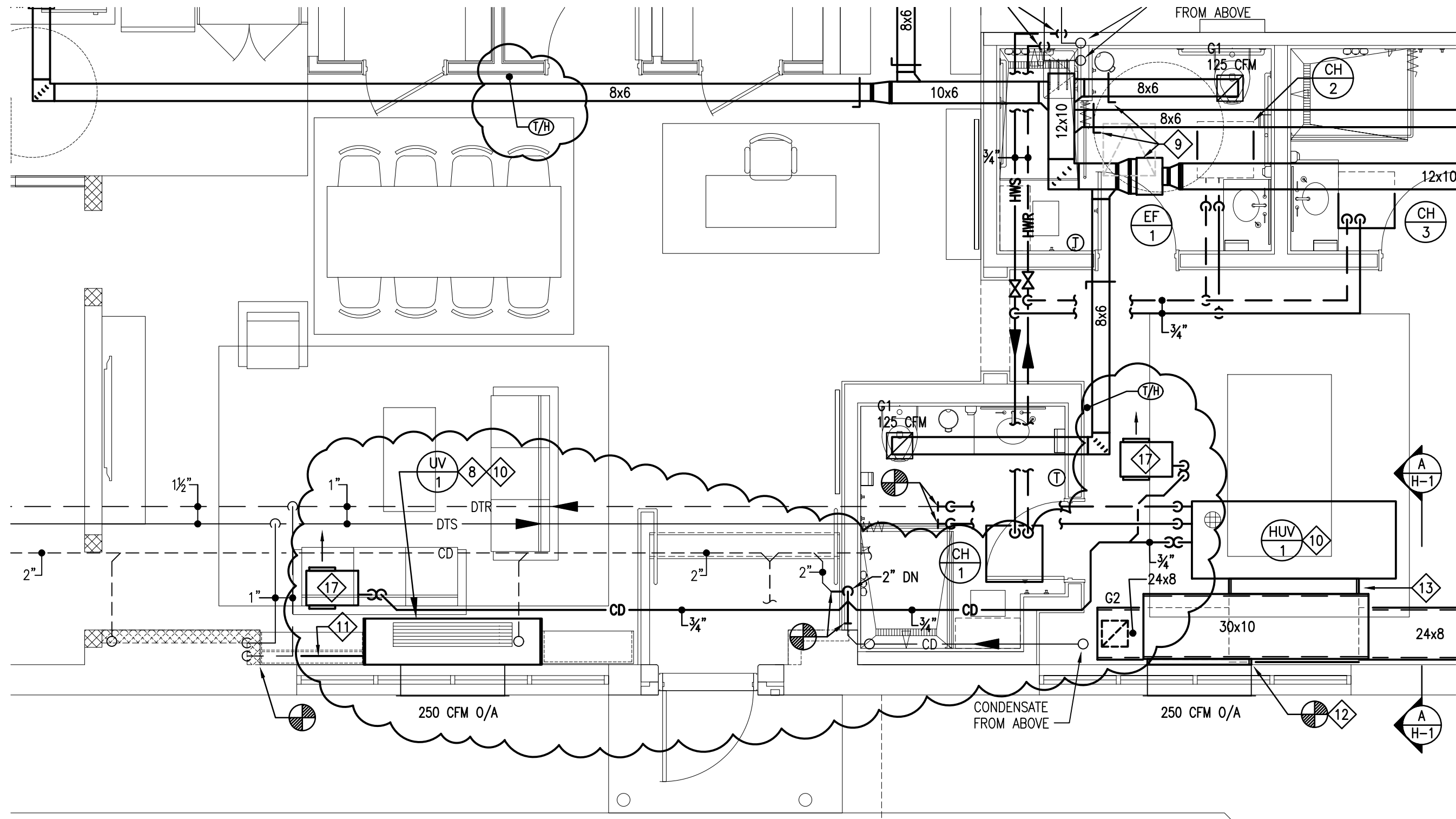
KAUTER & KELLEY ARCHITECTS
5 Belmont Avenue
Wilmington, PA 19810
Tel: 610.372.9980
www.kauterandkelley.com

RHS RENOVATIONS - RED KNIGHT'S KEEP
READING SCHOOL DISTRICT
800 WASHINGTON STREET
READING, PA 19601

ROOM FINISH & DOOR SCHEDULES AND DETAILS

PROJ. NO.: 2204
DATE: 10.16.23
SCALE: AS NOTED

A6.00



HVAC PLAN

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

17 PROVIDE DEHUMIDIFICATION UNIT EQUAL TO SANTA FE OASIS 105 OR EQUAL AND SUPPORT FROM STRUCTURE ABOVE. DEHUMIDIFICATION UNIT TO BE PROVIDED WITH 115V CORD AND PLUG, AUTO RESTART, MERV 13 FILTERS, ATC TERMINAL BLOCK, FLOAT SWITCH, TWO SPARE SETS OF FILTERS AND 105 PINT CAPACITY AT 80°F & 60% RH.

REVISIONS:	BY:

PARTIAL HVAC PLAN
RED KNIGHT'S KEEP
 FOR THE
READING HIGH SCHOOL
READING SCHOOL DISTRICT

CONSOLIDATED ENGINEERS
 1022 James Drive
 Leesport, PA 19533
 Tel 610-916-1600 Fax 610-916-1610
 www.consolidatedengineers.com

SCALE: AS NOTED
 DATE: 10-31-23
 DWG. NO.: **SKH-01**