

PROJECT MANUAL FOR:

**WYOMISSING
PUBLIC WORKS FACILITY**

BOROUGH OF WYOMISSING, BERKS COUNTY, PA

Issued for Bid – July 19, 2023

Bid Due – 11:00 am on August 16, 2023

Awarded – 7:00 pm on September 12, 2023

OWNER:

WYOMISSING BOROUGH
22 READING BLVD.
WYOMISSING, PA 19610-2083
610-376-7481
610-376-8470 (FAX)



ENGINEER:

McCARTHY ENGINEERING ASSOCIATES
555 VAN REED ROAD
WYOMISSING, PA 19610
(610) 373-8001
www.mccarthy-engineering.com

PROJECT No. 230004-08

SECTION 00010 - TABLE OF CONTENTS

COVER SHEET

TABLE OF CONTENTS

GENERAL

DIVISION 0 – BIDDING REQUIREMENTS AND CONTRACT FORMS

***For Bidding**

*001113 ADVERTISEMENT
*002113 INSTRUCTIONS TO BIDDERS
*004113.1 GENERAL TRADE BID FORM
*004113.2 FIRE PROTECTION BID FORM
*004113.3 PLUMBING BID FORM
*004113.4 HVAC BID FORM
*004113.5 ELECTRICAL BID FORM
*004313 BID SECURITY FORM
*004314 NON-COLLUSION AFFIDAVIT
*CERTIFICATION STATEMENT
004324 CHANGE ORDER FORM
005000 AGREEMENT
005100 NOTICE OF AWARD
005101 NOTICE OF INTENT TO AWARD
005102 NOTICE TO PROCEED
005103 CERTIFICATE OF SUBSTANTIAL COMPLETION
006100 PERFORMANCE BOND
006101 MAINTENANCE BOND
006102 PAYMENT BOND
006103 STATEMENT OF SURETY COMPANY
*006500 CONTRACTOR'S QUALIFICATION STATEMENT
007000 GENERAL CONDITIONS
008000 SUPPLEMENTAL CONDITIONS
008200 PREVAILING WAGE REQUIREMENTS
008400 WORKMEN'S COMPENSATION AFFIDAVIT
008600 PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

DIVISION 1 - GENERAL REQUIREMENTS

011000 SUMMARY OF WORK
012000 PRICE AND PAYMENT PROCEDURES
013000 ADMINISTRATIVE REQUIREMENTS
013216 CONSTRUCTION PROGRESS SCHEDULE
013300 SUBMITTAL PROCEDURES
014000 QUALITY REQUIREMENTS
015000 TEMPORARY FACILITIES AND CONTROLS
016000 PRODUCT REQUIREMENTS
017000 EXECUTION AND CLOSEOUT REQUIREMENTS
017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

TECHNICAL SPECS – SITE/CIVIL

024850 GRADING AND SEEDING
031000 CONCRETE FORMING AND ACCESSORIES
033000 CAST-IN-PLACE CONCRETE
221113 FACILITY WATER DISTRIBUTION PIPING
221313 FACILITY SANITARY SEWER
311000 SITE CLEARING
312000 EARTH MOVING
321216 ASPHALT PAVING
329300 PLANTINGS

*****REFER TO DRAWINGS FOR ALL OTHER TECHNICAL SPECIFICATIONS*****

END OF SECTION 00010

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Borough of Wyomissing, Berks County, PA, online via the PennBid™ Program, until 11:00 am on August 16, 2023, for the Wyomissing Public Works Facility Project.

This will be a multiple-prime project with disciplines being awarded for general trades (including the pre-engineered metal building), fire protection, plumbing, HVAC, and electrical. This work will consist of the construction of a new 70' x 125' building at the Wyomissing Public Works facility. The building will include a mechanic shop, office space, and a wash bay. The project also includes construction of a new salt storage bin, paving, and utility installation.

Bidders must conform to the General Conditions and detailed Specifications in the bid package. All documents and solicitation details are available at **no cost at PennBid™ - www.PennBid.net**.

Only questions submitted online via PennBid™ shall be considered. Responses will be provided on the website and be visible to all Bidders. Any changes to the plans or specifications will be provided as an Addendum and notice will be given to Bidders through the website via email. No responses will be provided for requests received after 12:00 pm on August 4, 2023.

The bids will be opened and the bid tabulation summaries will be made publicly available on the same day, August 16, at 11:00 am (local time) on PennBid™. Bids will be publicly awarded on September 12, 2023 at 7:00 pm at the Wyomissing Borough Hall, 22 Reading Boulevard, Wyomissing, PA 19610.

The bid must be accompanied by a Cashier's Check, Certified Check, or Bid Bond in the amount of Ten Percent (10%) of the bid, made payable to Borough of Wyomissing. Also required are a properly executed Bid Form, Certification Statement, Non-Collusion Affidavit, and Contractor's Qualification Statement. The successful bidder shall also be required to provide a Performance Bond in the amount of one hundred percent (100%) of the Contract amount within ten (10) calendar days of written notice of acceptance of the Bid. The Borough reserves the right to reject any or all proposals or to accept any portion of any bid, and to award Contracts as is deemed best for the Borough. The Borough also reserves the right to waive any defects, errors, omissions, irregularities, or informalities in bids received.

Michele Bare
Borough Manager
Wyomissing Borough

Advertised in the Reading Eagle:
July 19, 2023
July 26, 2023

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
ARTICLE 1 – Defined Terms.....	1
ARTICLE 2 – Copies of Bidding Documents	1
ARTICLE 3 – Qualifications of Bidders	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	1
ARTICLE 5 – Bidder’s Representations	3
ARTICLE 6 – Pre-Bid Conference.....	4
ARTICLE 7 – Interpretations and Addenda	4
ARTICLE 8 – Bid Security.....	4
ARTICLE 9 – Contract Times.....	5
ARTICLE 10 – Liquidated Damages.....	5
ARTICLE 11 – Substitute and “Or-Equal” Items.....	5
ARTICLE 12 – Subcontractors, Suppliers, and Others	5
ARTICLE 13 – Preparation of Bid	6
ARTICLE 14 – Basis of Bid.....	7
ARTICLE 15 – Submittal of Bid.....	8
ARTICLE 16 – Modification and Withdrawal of Bid	8
ARTICLE 17 – Opening of Bids	8
ARTICLE 18 – Bids to Remain Subject to Acceptance	8
ARTICLE 19 – Evaluation of Bids and Award of Contract.....	8
ARTICLE 20 – Bonds and Insurance	9
ARTICLE 21 – Signing of Agreement & FILING OF FORMS	9

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – on PennBid.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located

B. Bidder's state or other contractor license number, if applicable

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Other required information regarding qualifications

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at

- the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 An optional pre-Bid conference will be held on site. The date and time will be announced on PennBid. The pre-bid meeting will be the only time potential bidders are able to access the site. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing via PennBid. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Performance Bond, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Performance Bond within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of

that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 90 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Supplementary Conditions.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the any portions of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such

Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal (optional) may be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Base Bid with Alternates

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Unit Price Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

14.04 *Price-Plus-Time Bids*

- A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.
- B. Bidder shall designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.
- C. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.
- D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.
- E. Bidder shall also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments shall be consistent with the “Time of Substantial Completion” to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Security (Bond) Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 The Borough reserves the right to award Phase 1 and Phase 2 of this project separately.
- 15.05 The project will be awarded as a multiple-prime contract.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner

will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.

1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion times the rate for liquidated damages \$600.00 per day.

2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, maintenance and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT & FILING OF FORMS

21.01 All prospective Bidders are required to complete a Non-Collusion Affidavit. This affidavit may be required on all projects involving public funding as provided in Section 7 of the Pennsylvania Anti-Bid-Rigging Act. The Non-Collusion Affidavit must be submitted with the Bid.

- 21.02 Contract forms are to be submitted as outlined in the Advertisement, Bid Form, Notice of Intent to Award, Notice of Award, and/or Agreement according to the following timelines.
- A. **At the time** of the initial bid, submit the Bid Form, Bid Security, Certification Statement, Non-Collusion Affidavit, and Contractor's Qualification Statement.
 - B. **After opening and review of bids**, OWNER or ENGINEER/ARCHITECT will send the Notice of Intent to Award to the apparent lowest qualified bidder. The form of this Notice is to be returned with the following within **10 days** in order to secure the Notice of Award (actual award):
 - 1. PERFORMANCE BOND
 - 2. PAYMENT BOND
 - 3. Insurance Certificates
 - 4. Workmen's Compensation Affidavit, and
 - 5. Public Works Employment Verification Form.
 - C. **Upon receipt** of these forms, the Notice of Award will be sent, which must be signed and returned along with the Agreement within a **second period of 14 days**.
 - D. **Within 10 days** thereafter, OWNER shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and/or electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.
 - E. **Upon completion of the project**, provide a Maintenance Bond to protect the Municipality from faulty or defective work by the Contractor. This bond shall cover a period of one year following the completion of the work and should be in an amount equal to at least 10% of the final contract price.
- 21.03 The Statement of Surety Company (004315) shall be submitted in accordance with instructions indicated on those forms relative to requests for payment.
- 21.04 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT
- A. The CONTRACTOR and SUBCONTRACTOR shall furnish the form prescribed by the Contract Documents to the OWNER affirming compliance with the Public Works Employment Verification Act through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. Starting January 1, 2013, all public works contractors and subcontractors are required to verify that newly-hired employees are authorized to work in the United States. The Public Works Employment Verification Act (Act 127 of 2012), which was signed into law July 2012, is part of an effort to ensure that employees on public projects are eligible to work in this country. Contractors and Subcontractors must verify eligibility using the U.S. Department of Homeland Security's E-Verify internet program.

SECTION 004113.1 – GENERAL TRADES (INCLUDING PEMB AND SITEWORK) BID FORM

NAME OF PROJECT: WYOMISSING PUBLIC WORKS FACILITY

ADDRESS OF PROJECT: WYOMISSING BOROUGH, BERKS COUNTY, PA

OWNER: Wyomissing Borough
22 Reading Boulevard
Wyomissing, PA 19610
ATTN: Jim Babb

BASE BID

In compliance with the Project Manual, the undersigned, having carefully examined the Bidding Documents and having had the opportunity to visit the site and examine all conditions affecting the work, proposes to do all such work, including the furnishing of all necessary labor, machinery, equipment, materials, supplies, transportation and incidentals as required by the Bidding Documents, for the stipulated sum of:

Total Bid Sum:

<i>Sum expressed in words</i>	Dollars	\$	
<i>Sum expressed in words (continued)</i>			<i>Sum expressed in figures</i>

SCHEDULE

If awarded a contract for the work described by the Contract Documents, the undersigned will complete the work, without exception, in the following number of calendar days from the time of issuance of the Notice to Proceed:

Total Number of <u>Calendar</u> Days to Complete the Work	470	Days
Earliest Start Date	September 18, 2023	
Estimated Date of Completion	December 31, 2024	

SCHEDULE OF VALUES:

BASE BID

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Project Subtotal (Divisions 2-14, including PEMB), includes bonding, insurance, mobilization, etc.	1	LS	\$ _____	\$ _____

BASE BID SUBTOTAL \$ _____

ALTERNATES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Mill and Overlay	8,216	SF	\$ _____	\$ _____
2.	Remove and Replace Fencing	315	LF	\$ _____	\$ _____

TOTAL AMOUNT OF BID \$ _____

VALUE ENGINEERING:

The Bidder may at his/her option, provide value engineering suggestions and provide add/deduct amounts for such items.

GOOD FAITH:

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Document, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect

of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents inclusive of the General Conditions.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder further represents that this Bid is genuine and not in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- L. Bidder acknowledges that the Borough of Wyomissing may delete all or a portion of the project, in one or more instances, in its sole discretion, which it deems appropriate. In such instance, the Borough of Wyomissing and the CONTRACTOR will deduct from the Contract price an amount equal to the value of the Work to be deducted including overhead and profit. If the parties do not agree as to the dollar amount of the deduction, the ENGINEER will render a decision which will be final and binding upon both parties
- M. The Bidder agrees to progress payments in accordance with the General Conditions and the Supplementary Conditions at such unit values as indicated herein (the total of the unit values and quantities being equal to the Total Bid Sum), as prepared by the Bidder.
- N. The following documents are attached to and made a condition of this Bid:
 - 1) Bid Security Form
 - 2) Certification Statement
 - 3) Non-Collusion Affidavit

- 4) Contractor's Qualification Statement
- 5) Unit Prices Form (if not included herein)

CONCLUSION:

Contractors are requested *not to bid* on this Contract if they cannot *adhere strictly* to the following requirements. In submitting this bid we agree:

1. To hold our bid open for a period of ninety (90) calendar days past the date for receipt of bids.
2. To submit a Bid Security in accordance with the attached form in the sum of 10% of the Bid Total which is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
3. To complete, sign, and submit with the bid the attached Certification Statement certifying that we have not been and are presently not suspended, debarred or otherwise precluded by any Federal or State entity from the benefits which may result from obtaining this Contract.
4. To complete, sign, and submit with the bid the attached Non-Collusion Affidavit and the Contractor's Qualification Statement.
5. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish performance and payment bonds in accordance with Instructions to Bidders and Supplementary Conditions.
6. To accomplish the work in accordance with the Contract Documents.

The Undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. 1 _____, dated _____.

Addendum No. 2 _____, dated _____.

Addendum No. 3 _____, dated _____.

(Signatures)

**Respectfully submitted by
Authorized Signing Officer:**

Signature

Date

Printed Name

Title

Company Name and Address

If Partnership, list full names of all partners

If Corporation, affix Corporate Seal and list state of incorporation

State

(Affix Seal)

END OF SECTION 004113.1

SECTION 004113.2 – FIRE PROTECTION BID FORM

NAME OF PROJECT: WYOMISSING PUBLIC WORKS FACILITY

ADDRESS OF PROJECT: WYOMISSING BOROUGH, BERKS COUNTY, PA

OWNER: Wyomissing Borough
22 Reading Boulevard
Wyomissing, PA 19610
ATTN: Jim Babb

BASE BID

In compliance with the Project Manual, the undersigned, having carefully examined the Bidding Documents and having had the opportunity to visit the site and examine all conditions affecting the work, proposes to do all such work, including the furnishing of all necessary labor, machinery, equipment, materials, supplies, transportation and incidentals as required by the Bidding Documents, for the stipulated sum of:

Total Bid Sum:

<i>Sum expressed in words</i>	Dollars	\$
<i>Sum expressed in words (continued)</i>		<i>Sum expressed in figures</i>

SCHEDULE

If awarded a contract for the work described by the Contract Documents, the undersigned will complete the work, without exception, in the following number of calendar days from the time of issuance of the Notice to Proceed:

Total Number of <u>Calendar</u> Days to Complete the Work	470	Days
Earliest Start Date	September 18, 2023	
Estimated Date of Completion	December 31, 2024	

SCHEDULE OF VALUES:

BASE BID

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Project Subtotal Includes bonding, insurance, Mobilization, etc.	1	LS	\$ _____	\$ _____

BASE BID SUBTOTAL	\$ _____
Performance Bond	\$ _____
Payment Bond	\$ _____
Maintenance Bond	\$ _____
TOTAL AMOUNT OF BID	\$ _____

VALUE ENGINEERING:

The Bidder may at his/her option, provide value engineering suggestions and provide add/deduct amounts for such items.

GOOD FAITH:

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Document, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests,

studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents inclusive of the General Conditions.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder further represents that this Bid is genuine and not in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- L. Bidder acknowledges that the Borough of Wyomissing may delete all or a portion of the project, in one or more instances, in its sole discretion, which it deems appropriate. In such instance, the Borough of Wyomissing and the CONTRACTOR will deduct from the Contract price an amount equal to the value of the Work to be deducted including overhead and profit. If the parties do not agree as to the dollar amount of the deduction, the ENGINEER will render a decision which will be final and binding upon both parties
- M. The Bidder agrees to progress payments in accordance with the General Conditions and the Supplementary Conditions at such unit values as indicated herein (the total of the unit values and quantities being equal to the Total Bid Sum), as prepared by the Bidder.
- N. The following documents are attached to and made a condition of this Bid:
 - 1) Bid Security Form
 - 2) Certification Statement
 - 3) Non-Collusion Affidavit
 - 4) Contractor's Qualification Statement
 - 5) Unit Prices Form (if not included herein)

CONCLUSION:

Contractors are requested *not to bid* on this Contract if they cannot *adhere strictly* to the following requirements. In submitting this bid we agree:

1. To hold our bid open for a period of ninety (90) calendar days past the date for receipt of bids.
2. To submit a Bid Security in accordance with the attached form in the sum of 10% of the Bid Total which is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
3. To complete, sign, and submit with the bid the attached Certification Statement certifying that we have not been and are presently not suspended, debarred or otherwise precluded by any Federal or State entity from the benefits which may result from obtaining this Contract.
4. To complete, sign, and submit with the bid the attached Non-Collusion Affidavit and the Contractor's Qualification Statement.
5. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish performance and payment bonds in accordance with Instructions to Bidders and Supplementary Conditions.
6. To accomplish the work in accordance with the Contract Documents.

The Undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. 1 _____, dated _____.

Addendum No. 2 _____, dated _____.

Addendum No. 3 _____, dated _____.

(Signatures)

**Respectfully submitted by
Authorized Signing Officer:**

Signature

Date

Printed Name

Title

Company Name and Address

If Partnership, list full names of all partners

If Corporation, affix Corporate Seal and list state of incorporation

State

(Affix Seal)

END OF SECTION 004113.3

SECTION 004113.3 – PLUMBING BID FORM

NAME OF PROJECT: WYOMISSING PUBLIC WORKS FACILITY

ADDRESS OF PROJECT: WYOMISSING BOROUGH, BERKS COUNTY, PA

OWNER: Wyomissing Borough
22 Reading Boulevard
Wyomissing, PA 19610
ATTN: Jim Babb

BASE BID

In compliance with the Project Manual, the undersigned, having carefully examined the Bidding Documents and having had the opportunity to visit the site and examine all conditions affecting the work, proposes to do all such work, including the furnishing of all necessary labor, machinery, equipment, materials, supplies, transportation and incidentals as required by the Bidding Documents, for the stipulated sum of:

Total Bid Sum:

<i>Sum expressed in words</i>	Dollars	\$
<i>Sum expressed in words (continued)</i>		<i>Sum expressed in figures</i>

SCHEDULE

If awarded a contract for the work described by the Contract Documents, the undersigned will complete the work, without exception, in the following number of calendar days from the time of issuance of the Notice to Proceed:

Total Number of <u>Calendar</u> Days to Complete the Work	470	Days
Earliest Start Date	September 18, 2023	
Estimated Date of Completion	December 31, 2024	

SCHEDULE OF VALUES:

BASE BID

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Project Subtotal Includes bonding, insurance, Mobilization, etc.	1	LS	\$ _____	\$ _____

BASE BID SUBTOTAL	\$ _____
Performance Bond	\$ _____
Payment Bond	\$ _____
Maintenance Bond	\$ _____
TOTAL AMOUNT OF BID	\$ _____

VALUE ENGINEERING:

The Bidder may at his/her option, provide value engineering suggestions and provide add/deduct amounts for such items.

GOOD FAITH:

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Document, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests,

studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents inclusive of the General Conditions.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder further represents that this Bid is genuine and not in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- L. Bidder acknowledges that the Borough of Wyomissing may delete all or a portion of the project, in one or more instances, in its sole discretion, which it deems appropriate. In such instance, the Borough of Wyomissing and the CONTRACTOR will deduct from the Contract price an amount equal to the value of the Work to be deducted including overhead and profit. If the parties do not agree as to the dollar amount of the deduction, the ENGINEER will render a decision which will be final and binding upon both parties
- M. The Bidder agrees to progress payments in accordance with the General Conditions and the Supplementary Conditions at such unit values as indicated herein (the total of the unit values and quantities being equal to the Total Bid Sum), as prepared by the Bidder.
- N. The following documents are attached to and made a condition of this Bid:
 - 1) Bid Security Form
 - 2) Certification Statement
 - 3) Non-Collusion Affidavit
 - 4) Contractor's Qualification Statement
 - 5) Unit Prices Form (if not included herein)

CONCLUSION:

Contractors are requested *not to bid* on this Contract if they cannot *adhere strictly* to the following requirements. In submitting this bid we agree:

1. To hold our bid open for a period of ninety (90) calendar days past the date for receipt of bids.
2. To submit a Bid Security in accordance with the attached form in the sum of 10% of the Bid Total which is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
3. To complete, sign, and submit with the bid the attached Certification Statement certifying that we have not been and are presently not suspended, debarred or otherwise precluded by any Federal or State entity from the benefits which may result from obtaining this Contract.
4. To complete, sign, and submit with the bid the attached Non-Collusion Affidavit and the Contractor's Qualification Statement.
5. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish performance and payment bonds in accordance with Instructions to Bidders and Supplementary Conditions.
6. To accomplish the work in accordance with the Contract Documents.

The Undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. 1 _____, dated _____.

Addendum No. 2 _____, dated _____.

Addendum No. 3 _____, dated _____.

(Signatures)

**Respectfully submitted by
Authorized Signing Officer:**

Signature

Date

Printed Name

Title

Company Name and Address

If Partnership, list full names of all partners

If Corporation, affix Corporate Seal and list state of incorporation

State

(Affix Seal)

END OF SECTION 004113.4

SECTION 004113.4 – HVAC BID FORM

NAME OF PROJECT: WYOMISSING PUBLIC WORKS FACILITY

ADDRESS OF PROJECT: WYOMISSING BOROUGH, BERKS COUNTY, PA

OWNER: Wyomissing Borough
22 Reading Boulevard
Wyomissing, PA 19610
ATTN: Jim Babb

BASE BID

In compliance with the Project Manual, the undersigned, having carefully examined the Bidding Documents and having had the opportunity to visit the site and examine all conditions affecting the work, proposes to do all such work, including the furnishing of all necessary labor, machinery, equipment, materials, supplies, transportation and incidentals as required by the Bidding Documents, for the stipulated sum of:

Total Bid Sum:

<i>Sum expressed in words</i>	Dollars	\$	
<i>Sum expressed in words (continued)</i>			<i>Sum expressed in figures</i>

SCHEDULE

If awarded a contract for the work described by the Contract Documents, the undersigned will complete the work, without exception, in the following number of calendar days from the time of issuance of the Notice to Proceed:

Total Number of <u>Calendar</u> Days to Complete the Work	470	Days
Earliest Start Date	September 18, 2023	
Estimated Date of Completion	December 31, 2024	

SCHEDULE OF VALUES:

BASE BID

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Project Subtotal Includes bonding, insurance, Mobilization, etc.	1	LS	\$ _____	\$ _____

BASE BID SUBTOTAL	\$ _____
Performance Bond	\$ _____
Payment Bond	\$ _____
Maintenance Bond	\$ _____
TOTAL AMOUNT OF BID	\$ _____

VALUE ENGINEERING:

The Bidder may at his/her option, provide value engineering suggestions and provide add/deduct amounts for such items.

GOOD FAITH:

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Document, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests,

studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents inclusive of the General Conditions.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder further represents that this Bid is genuine and not in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- L. Bidder acknowledges that the Borough of Wyomissing may delete all or a portion of the project, in one or more instances, in its sole discretion, which it deems appropriate. In such instance, the Borough of Wyomissing and the CONTRACTOR will deduct from the Contract price an amount equal to the value of the Work to be deducted including overhead and profit. If the parties do not agree as to the dollar amount of the deduction, the ENGINEER will render a decision which will be final and binding upon both parties
- M. The Bidder agrees to progress payments in accordance with the General Conditions and the Supplementary Conditions at such unit values as indicated herein (the total of the unit values and quantities being equal to the Total Bid Sum), as prepared by the Bidder.
- N. The following documents are attached to and made a condition of this Bid:
 - 1) Bid Security Form
 - 2) Certification Statement
 - 3) Non-Collusion Affidavit
 - 4) Contractor's Qualification Statement
 - 5) Unit Prices Form (if not included herein)

CONCLUSION:

Contractors are requested *not to bid* on this Contract if they cannot *adhere strictly* to the following requirements. In submitting this bid we agree:

1. To hold our bid open for a period of ninety (90) calendar days past the date for receipt of bids.
2. To submit a Bid Security in accordance with the attached form in the sum of 10% of the Bid Total which is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
3. To complete, sign, and submit with the bid the attached Certification Statement certifying that we have not been and are presently not suspended, debarred or otherwise precluded by any Federal or State entity from the benefits which may result from obtaining this Contract.
4. To complete, sign, and submit with the bid the attached Non-Collusion Affidavit and the Contractor's Qualification Statement.
5. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish performance and payment bonds in accordance with Instructions to Bidders and Supplementary Conditions.
6. To accomplish the work in accordance with the Contract Documents.

The Undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. 1 _____, dated _____.

Addendum No. 2 _____, dated _____.

Addendum No. 3 _____, dated _____.

(Signatures)

**Respectfully submitted by
Authorized Signing Officer:**

Signature

Date

Printed Name

Title

Company Name and Address

If Partnership, list full names of all partners

If Corporation, affix Corporate Seal and list state of incorporation

State

(Affix Seal)

END OF SECTION 004113.5

SECTION 004113.5 – ELECTRICAL BID FORM

NAME OF PROJECT: WYOMISSING PUBLIC WORKS FACILITY

ADDRESS OF PROJECT: WYOMISSING BOROUGH, BERKS COUNTY, PA

OWNER: Wyomissing Borough
22 Reading Boulevard
Wyomissing, PA 19610
ATTN: Jim Babb

BASE BID

In compliance with the Project Manual, the undersigned, having carefully examined the Bidding Documents and having had the opportunity to visit the site and examine all conditions affecting the work, proposes to do all such work, including the furnishing of all necessary labor, machinery, equipment, materials, supplies, transportation and incidentals as required by the Bidding Documents, for the stipulated sum of:

Total Bid Sum:

<i>Sum expressed in words</i>	Dollars	\$	
<i>Sum expressed in words (continued)</i>			<i>Sum expressed in figures</i>

SCHEDULE

If awarded a contract for the work described by the Contract Documents, the undersigned will complete the work, without exception, in the following number of calendar days from the time of issuance of the Notice to Proceed:

Total Number of <u>Calendar</u> Days to Complete the Work	470	Days
Earliest Start Date	September 18, 2023	
Estimated Date of Completion	December 31, 2024	

SCHEDULE OF VALUES:

BASE BID

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Project Subtotal Includes bonding, insurance, Mobilization, etc.	1	LS	\$ _____	\$ _____

BASE BID SUBTOTAL	\$ _____
Performance Bond	\$ _____
Payment Bond	\$ _____
Maintenance Bond	\$ _____
TOTAL AMOUNT OF BID	\$ _____

VALUE ENGINEERING:

The Bidder may at his/her option, provide value engineering suggestions and provide add/deduct amounts for such items.

GOOD FAITH:

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Document, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests,

studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents inclusive of the General Conditions.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder further represents that this Bid is genuine and not in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- L. Bidder acknowledges that the Borough of Wyomissing may delete all or a portion of the project, in one or more instances, in its sole discretion, which it deems appropriate. In such instance, the Borough of Wyomissing and the CONTRACTOR will deduct from the Contract price an amount equal to the value of the Work to be deducted including overhead and profit. If the parties do not agree as to the dollar amount of the deduction, the ENGINEER will render a decision which will be final and binding upon both parties
- M. The Bidder agrees to progress payments in accordance with the General Conditions and the Supplementary Conditions at such unit values as indicated herein (the total of the unit values and quantities being equal to the Total Bid Sum), as prepared by the Bidder.
- N. The following documents are attached to and made a condition of this Bid:
 - 1) Bid Security Form
 - 2) Certification Statement
 - 3) Non-Collusion Affidavit
 - 4) Contractor's Qualification Statement
 - 5) Unit Prices Form (if not included herein)

CONCLUSION:

Contractors are requested *not to bid* on this Contract if they cannot *adhere strictly* to the following requirements. In submitting this bid we agree:

1. To hold our bid open for a period of ninety (90) calendar days past the date for receipt of bids.
2. To submit a Bid Security in accordance with the attached form in the sum of 10% of the Bid Total which is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
3. To complete, sign, and submit with the bid the attached Certification Statement certifying that we have not been and are presently not suspended, debarred or otherwise precluded by any Federal or State entity from the benefits which may result from obtaining this Contract.
4. To complete, sign, and submit with the bid the attached Non-Collusion Affidavit and the Contractor's Qualification Statement.
5. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish performance and payment bonds in accordance with Instructions to Bidders and Supplementary Conditions.
6. To accomplish the work in accordance with the Contract Documents.

The Undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. 1 _____, dated _____.

Addendum No. 2 _____, dated _____.

Addendum No. 3 _____, dated _____.

(Signatures)

**Respectfully submitted by
Authorized Signing Officer:**

Signature

Date

Printed Name

Title

Company Name and Address

If Partnership, list full names of all partners

If Corporation, affix Corporate Seal and list state of incorporation

State

(Affix Seal)

END OF SECTION 004113.6

BID BOND/SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS, that

_____, as Principal, and
(Name of Contractor)

_____, as Surety,
(Name of Surety)

a corporation duly organized under the laws of the State of _____, licensed to do business in the State of _____, are held and bound unto the Borough of Wyomissing, as the Obligee, in the sum of ten percent (10%) of the amount bid, for payment of which the Principal and Surety, bind themselves, jointly and severally.

Surety and Principal understand and agree that this Bond has been requested, and is given, as bid security under the provisions of the Contract Documents and requirements. This Bond is submitted as a condition precedent for Obligee's consideration of Principal's bid, as evidence of the Principal's good faith (e.g., complying with Obligee's bid procedures, such as providing bid documentation, and to fully indemnify the Obligee for Obligee's benefit against any possible failure or refusal by the Principal to enter into any written contract that may be awarded to it by the Obligee following the Obligee's acceptance of the Principal's bid.

The Principal expressly covenants that it will not withdraw the bid herewith submitted, will comply with the "AWARD OF CONTRACT" provision contained in Principal's PROPOSAL, and, if it is awarded the contract, will, within the time stated in the "AWARD OF CONTRACT" provision, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract.

Signed this _____ day of _____, Year: _____, for Project Number _____

THE CONDITIONS OF THIS OBLIGATION ARE: that if Obligee accepts the bid of Principal and Principal enters into a contract with Obligee for the project and gives bond with good and sufficient surety for the faithful performance of such contract: or in the event of the failure of Principal to demonstrate its good faith or to enter into the contract and give the bond, if Principal pays to Obligee the difference (not to exceed the penalty hereof) between this bid amount and the amount for which Obligee legally contracts with another party to perform that work, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Name of Principal

SEAL (if applicable)

** By: _____

Name of Surety Company

SEAL

** By: _____

Title: _____

**** THIS BOND MUST BE SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE SURETY AND THE PRINCIPAL. UNSIGNED BONDS ARE NOT RESPONSIVE AND A BID WILL BE REJECTED IF THE BOND IS NOT PROPERLY SIGNED.**

NOTE: A copy of the agent's Power of Attorney for the Surety Company must be attached to this bond form.

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I am _____ of _____, and that
Name & Title Firm

I am authorized to make this affidavit on behalf of my firm, its owners, and officers. Being first duly sworn, deposes, states that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder. Further, the price(s) quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
2. The price(s) of this bid have not been disclosed to any other firm or person who is or may be a bidder, and will not be disclosed prior to the bid award.
3. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is not a collusive or faulty Bid;
5. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or faulty Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to prevent a competitive bid, or to secure through any other bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Borough of Wyomissing, or any person interested in the proposed contract; and _____

Firm
its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (attach and initial if applicable):

Name

Signed

Title

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature

My commission expires _____

CERTIFICATION STATEMENT

DATE

On behalf of _____, I certify that

Name of Bidder

_____ and all of its principal officers, shareholders, partners, directors, or other persons having a direct financial interest in the proposed contract to result from this bid (if successful), have not been and are presently not suspended, debarred, or otherwise precluded by any Federal or State entity from the benefits which may result from obtaining this contract.

Signature of Individual Certifying

(SEAL)

Printed Name of Individual Certifying

Change Order No. _____

Date of Issuance:

Effective Date:

Owner: Borough of Wyomissing, PA

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: McCarthy Engineering Associates, Inc.

Engineer's Project No.: 230004-08

Project: Public Works Facility

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between

The Borough of Wyomissing hereafter called the "Owner"

and _____

an individual of _____

_____,
OR

a partnership, consisting of _____

and _____ as all the partners,

having its principal office at

OR

a Corporation of the State of _____, having its principal office at

_____ (street address)

_____ County, _____, hereinafter
called the "Contractor"

(and hereinafter treated as if of the singular number and neuter gender),

WITNESSETH, that the "Contractor" and the "Owner", for the considerations named, agree as follows:

WHEREAS, the Owner heretofore has advertised for proposals, as required by Pennsylvania Laws, for the work necessary for the construction of Wyomissing Public Works Facility, has received proposal therefore; and

WHEREAS, the Owner has considered the proposals so received and has made an award to the Contractor based upon the proposal so received from the Contractor.

NOW, therefore, in consideration of the mutual promises, covenants and agreements herein contained, the Owner and Contractor promise, covenant and agree as follows:

Article 1. WORK

SCOPE OF WORK - The Contractor shall furnish all of the materials, labor and perform all Work as specified or indicated in the Contract Documents and shall do everything required by this Agreement and Contract Documents.

The work is generally described as follows:

Wyomissing Public Works Facility

Article 2. ENGINEER

The project has been designed by McCarthy Engineering Associates, Inc. (with offices located at 555 Van Reed Road, Wyomissing, PA 19610) who is hereinafter called Engineer and who is to act as OWNER'S representative, assume all duties and responsibilities and have the right and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work to be performed under this contract shall be substantially completed within 470 calendar days after the date when the Contract Times commence to run provided in paragraph 4.01 of the General Conditions.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER in accordance with the following schedule for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete.

A. For this project liquidated damages shall be Four Hundred Dollars (\$400.00) per calendar day applicable to inspection, engineering, and OWNER'S Cost.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following paragraphs:

4.1 For all Unit Price Work, an amount equal to the sum established unit price for each separately identified item of Unit Price Work times the quantity of that item.

The unit price proposal totals _____

(use words)

(\$ _____) and a copy of the unit price proposal is attached hereto.
(figures)

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions and Section 012900 - Payment Procedures.

5.1 *Progress Payment; Retainage.* OWNER shall consider progress payments on account of the Contract Price on the basis of the CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on the day of the OWNER'S regularly scheduled and advertised monthly business meeting. CONTRACTOR shall be advised of OWNER'S meeting schedule at the preconstruction conference.

- 5.2 Prior to CONTRACTOR completing 50% of the work, the OWNER will hold 10% retainage on all contractor payments. After completion of 50% of the work, OWNER will reduce retainage to 5% and continue to hold 5% on additional payments. Within 30 days following the date of substantial completion, the CONTRACTOR shall be paid in full less only one and one-half times such amounts as the ENGINEER may certify as required to complete any then remaining work.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter in this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7 and other related data identified in the Bidding documents including "technical data".
- 6.2 CONTRACTOR is financially solvent and experienced in and competent to perform the work and to furnish the plant, materials, supplies or equipment, to be so performed or furnished by it.
- 6.3 CONTRACTOR is familiar with and satisfied as to all Federal, State, Municipal and Departmental 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.
- 6.4 CONTRACTOR can complete such temporary and permanent work required by the Contract Documents as is to be done and 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.
- 6.5 CONTRACTOR has visited the project site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing the work.
- 6.6 CONTRACTOR has carefully examined that plans, specifications and site of the work, and has become satisfied as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, and the general and local conditions, and all other materials which may in any way affect the work or its performance.
- 6.7 CONTRACTOR is aware of the general nature of work to be performed by the OWNER and others at the site that relates to Work as indicated in the Contract Documents.
- 6.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or other discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.
- 6.9 CONTRACTOR'S competent resident superintendent will attend weekly coordination meetings located at the OWNER'S place of business from the time work begins until the contract work is substantially complete.
- 6.10 CONTRACTOR shall ensure that this Agreement shall bind and insure to the benefit of the heirs, legal representatives and successors and assigns of both parties hereto, except that this sentence shall not be interpreted to grant any right of assignment of any nature whatsoever to the Contractor.

Article 7. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work shall consist of the following which are part of the contract between the parties as though repeated herein or hereto attached:

- 7.1 This Owner-Contractor Agreement (pages 1 to 6, inclusive).
- 7.2 Performance, Payment, and Maintenance Bonds.
- 7.3 Insurance Certificates.
- 7.4 Workmen's Compensation Affidavit and Public Works Employment Verification Form.
- 7.5 Notice to Proceed.
- 7.5 Project Manual and Specifications, including but not limited to:
 - A. General Conditions and Supplemental Conditions.
 - B. Technical Specifications.
 - C. Project Drawings as listed in Section 000115.
- 7.6 Addenda identified as follows:
 - A. No. 1: _____ Dated: _____
 - B. No. 2: _____ Dated: _____
 - C. No. 3: _____ Dated: _____
- 7.7 Contractor's Bid Form.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent or an assignment, no assignment will release or discharge the assignor from any duty of responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representations to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. ALL portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf. All parties have executed the Agreement the day and year first above written.

Name of Owner

[Corporate Seal]

By: _____

Attest: _____
(Assistant) Secretary

Address for giving notices: _____

(Individual Contractor)

(Name of Individual) (SEAL)

Trading and Doing Business as:

Attest: _____

Address for giving notices: _____

(Partnership Contractor)

(Name of Partnership)

Attest: _____

By: _____ (SEAL)

Attest: _____

By: _____ (SEAL)

Attest: _____

By: _____ (SEAL)

Attest: _____

By: _____ (SEAL)

Address for giving notices: _____

(Corporation Principal)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

Address for giving notices: _____

(Corporate Seal)

OR (if appropriate)

(Corporate Seal)

(Name of Corporation)

Attest: _____

*By: _____
Authorized Representative

Address for giving notices: _____

* Attach appropriate proof, dated as of the same date as the Agreement, as required by the Contract Documents evidencing authority to execute in behalf of the Corporation.

NOTICE OF AWARD

To: _____
 Contractor _____ Date _____

Address _____ File _____

The Borough of Wyomissing, PA, hereinafter referred to as the OWNER, and represented by the undersigned, has received the executed PERFORMANCE and PAYMENT BONDS, Insurance Certificates, Workmen’s Compensation Affidavit, and the Public Works Employment Verification Form as required by the NOTICE OF INTENT TO AWARD dated _____. You are hereby notified that your BID for the Wyomissing Public Works Facility has been accepted.

You are required by the INSTRUCTIONS TO BIDDERS and the GENERAL CONDITIONS to execute the AGREEMENT with the OWNER within fourteen (14) days after receipt of this NOTICE TO AWARD by you. A copy of the AGREEMENT is included with the bid package. Please execute and return three (3) copies with original signatures. One (1) copy with OWNER signatures will be provided to you within 10 days thereafter or at a Pre-Construction meeting.

If you fail to execute the AGREEMENT within fourteen (14) days of this NOTICE OF AWARD, the OWNER will be entitled to consider all your rights arising out of the acceptance of your PROPOSAL by the OWNER as abandoned, including forfeiture of BID/PROPOSAL SECURITY, and to award the WORK covered by your BID to another, or to re-advertise the WORK or otherwise dispose thereof as the OWNER may see fit.

Please return an accepted copy of this NOTICE OF AWARD together with the executed copies of the AGREEMENT to the attention of the undersigned.

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this ___ day of _____, _____.

By: _____
 Contractor

For: _____
 Wyomissing Borough

Title: _____

By: _____
 MCCARTHY ENGINEERING
 ASSOCIATES, INC.

NOTICE OF INTENT TO AWARD

To: _____
 Contractor _____ Date _____

Address _____ File _____

The Borough of Wyomissing, PA, hereinafter referred to as the OWNER, and represented by the undersigned, has reviewed the bids for the Wyomissing Public Works Facility Project. You are hereby notified that your BID has been accepted. Award of this contract is conditioned on receipt of valid forms and approval of the following executed documentation: PERFORMANCE and PAYMENT BONDS, Insurance Certificates, Workmen’s Compensation Affidavit, and the Public Works Employment Verification Form, as required by these Bid Documents and Specifications.

You are required by the INSTRUCTIONS TO BIDDERS and the GENERAL CONDITIONS to submit this documentation to the OWNER within ten (10) days after receipt of this NOTICE OF INTENT TO AWARD by you. Copies of each form are included with the bid package for your use to return to the attention of the undersigned.

If you fail to submit this documentation within ten (10) days of this NOTICE OF INTENT TO AWARD, the OWNER will be entitled to consider all your rights arising out of the acceptance of your BID by the OWNER as abandoned, including forfeiture of BID/PROPOSAL SECURITY, and to award the WORK covered by your BID to another, or to re-advertise the WORK or otherwise dispose thereof as the OWNER may see fit.

Please return an accepted copy of this NOTICE OF INTENT TO AWARD together with the above-requested documents, acknowledging the date above as the start of the 10 days allotted for submission.

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF INTENT TO AWARD is hereby acknowledged this __ day of _____,
 _____.

By: _____
 Contractor

For: _____
 Wyomissing Borough

Title: _____

By: _____
 MCCARTHY ENGINEERING
 ASSOCIATES, INC.

NOTICE TO PROCEED

To: _____
Contractor

Date

Address

File

You are hereby notified that the Work may begin, as required by these Contract Documents and Specifications with the referenced project, on this date. Thereafter all work should be fully and finally completed by December 31, 2024.

Please coordinate with the Owner and Engineer for the Preconstruction Meeting date and time per these Contract Documents. No work shall commence until the scheduling of this meeting. Provide the Construction Progress Schedule at the Preconstruction Meeting per these Contract Documents. One (1) copy each of the Agreement, Performance Bond, Payment Bond, Maintenance Bond, and any previously requested documentation shall be provided to both parties at the meeting.

Please return an accepted copy of this NOTICE TO PROCEED, acknowledging the date above as the Start Date for the referenced project, and specifying a tentative date for work to begin.

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this ___ day of _____, _____.

Work will tentatively begin on ___ day of _____, _____.

By: _____
Contractor

For: Borough of Wyomissing

Title: _____

By: _____
MCCARTHY ENGINEERING
ASSOCIATES, INC.



License Agreement

Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.
4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format (or, in the case of EJCDC® C-620, Contractor's Application for Payment, in Microsoft Excel).
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.

How to Use This Document:

1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The attached document is a form that is intended to be revised and modified to meet the project-specific needs of each use or application of the document. For the attached EJCDC document, it is **not** necessary to show changes to the text, through "Track Changes," redline/strikeout, highlighting, or other means. Users may choose to retain the attribution to EJCDC and its supporting organizations, such as document numbers, footers, and logos; or the user may delete these items, at user's option. Both approaches are permitted. In other situations, the user may use only selected clauses from the document (for example, for inclusion in a different contract form). This is a permitted use. Note that under the terms of the License Agreement below, EJCDC reserves all rights to the content of the document, but allows use without copyright attribution.
3. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process.
4. The License Agreement typically is removed when a document is being prepared for use on a specific project. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.

Limited License:

As purchaser, you have a limited nonexclusive license to:

1. Use the attached EJCDC document on any number of machines owned, leased, or rented by your company or organization.
2. Use the attached EJCDC document for bona fide contractual and project purposes. Such purposes

expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project. In the case of administrative forms to be used by other project participants, you may make this EJCDC document available for use by such other participants. For example, a project owner that has purchased EJCDC® C-620, Contractor's Application for Payment, may make such form available to the construction contractor for its use in applying for progress payments.

3. Copy the attached EJCDC document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

You further agree:

1. To comply with all terms, conditions, and instructions in this License Agreement.
2. That all proprietary and intellectual property rights in the attached EJCDC document and all other **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC and its sponsoring organizations.
3. It is not necessary to include copyright notices when using the attached form.
4. To not use, copy, modify, or transfer the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of the attached EJCDC document, or any other **EJCDC Design and Construction Related Document**, in printed or machine-readable format for resale, and any resale of this document in any format, are expressly prohibited. **Making the attached EJCDC document or any other EJCDC Design and Construction Related Document, in whole or in part, available or accessible on an uncontrolled, public-access website or other uncontrolled electronic distribution point—in any format whatever, whether with or without watermarks, as a Microsoft Word document or in portable document format (PDF)—is expressly prohibited.**
5. As an EJCDC limited licensee you may seek advance written permission from the EJCDC Copyright Administrator to use the attached EJCDC document for educational purposes, subject to terms and conditions to be established by the Copyright Administrator for the specific educational use.

Term:

This license is effective for three years after date of purchase, or six years after the last day of the year of issuance for the attached document (shown in the copyright notice), whichever occurs later, and shall terminate at that time, unless earlier terminated as provided herein, or unless EJCDC extends the term of this license to you, in writing, or publishes

on the ejcdc.org website or the websites of the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, an applicable extension of the term of license for a certain period of time for bona fide contractual and project or other authorized uses. You agree upon termination to destroy the attached **EJCDC Design and Construction Related Document** along with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects).

EJCDC reserves the right during the term of this agreement to provide access to the purchased document through alternative means, based on improvements or changes in technology, or to transition the document to secure document platforms or other formats, while maintaining user's access privileges.

EJCDC from time to time publishes new, updated editions of the **EJCDC Design and Construction Related Documents**. EJCDC highly recommends the use of the most current editions of its documents. EJCDC may, at its sole discretion, withdraw from authorized use any document that has been subsequently updated and for which the license has expired.

You may terminate the license at any time by destroying the attached EJCDC document together with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects). It will also terminate upon conditions set forth elsewhere in this License Agreement or if you fail to comply with any term or condition of this License Agreement.

Limited Warranty:

If EJCDC has distributed this document on a compact disc, then EJCDC warrants the CD on which this document is furnished to be free from physical defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of the CD (if any) distributed by EJCDC, containing this document, provided such CD does not meet EJCDC's "Limited Warranty" and is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

As purchaser, you assume full responsibility for determining the suitability of this document to your purposes, and for the application and use of this document for contractual or project purposes. To the fullest extent permitted by law, in no event will EJCDC, its sponsoring organizations, its committee members, attorneys, consultants, authorized vendors, or advisors, or their respective staff members, employees, agents, or contractors, be liable to you or any other party for any damages, including any lost profits, lost savings, contractual liabilities, disappointed commercial expectations, economic loss, or other direct, incidental, or consequential damages arising out of the content, unenforceability, insufficiency, inadequacy, use or inability to use the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so portions of the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this License Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void. **If you transfer or purport to transfer such rights, duties, or obligations to another party, your license is automatically terminated.**

This License Agreement shall be governed by the laws of the State of Virginia. If you have any questions concerning this License Agreement, or any requests or inquiries regarding the EJCDC copyright, you may contact EJCDC by writing to:

EJCDC Copyright Administrator
c/o National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

Information regarding the content of the attached EJCDC document and other **EJCDC Design and Construction Related Documents** may be obtained at ejcdc.org or from the following EJCDC sponsoring organizations:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, D.C. 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Wyomissing Borough	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: McCarthy Engineering	Engineer's Project No.: 230004-08
Project: Public Works Facility	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ (Contractor), as Principal, at

_____ (Address)

and _____ as Surety, are hereby held and firmly

bound unto Wyomissing Borough in Berks County of Pennsylvania, as Obligee, in the full and just sum of

_____ dollars of the United States of America,

representing the Base Bid and Additive Alternate Bids (if applicable) combined, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to undertake the Project known as:

Project No: _____

Project Name: _____ Wyomissing Public Works Facility _____

Contract No.: _____

SIGNED AND SEALED this ____ day of _____, _____ .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named

Principal did on the _____ day of _____, _____, enter into a Contract with the

Borough of Wyomissing, which Contract is made a part of this Bond the same as though set forth herein;

WITNESSETH THAT:

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

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

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

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Pro-

posal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in accordance with the Contract Documents, which defects in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the full amount of this obligation as herein stated.

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

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or in or to the Plans and Specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

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

(Individual Principal)

(Signature of Individual) (SEAL)

Witness: Trading and Doing Business as

(Partnership Principal)

(Name of Partnership)

Witness:

_____ By: _____ (SEAL)
Partner

_____ By: _____ (SEAL)
Partner

_____ By: _____ (SEAL)
Partner

_____ By: _____ (SEAL)
Partner

(Corporation Principal)

Attest: _____
(Name of Corporation)

_____ By: _____
(Assistant) Secretary (Vice) President

(Corporate Seal)

OR (if appropriate)

(Corporate Seal) _____
(Name of Corporation)

Witness: _____
*By: _____

_____ Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

Witness:

**By: _____
Attorney-in-fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS; THAT WE _____

(Contractor Name and Address)

(or if a corporation with address and state in which incorporated) hereinafter called the Principal and

(Surety Name and Address)

a corporation of the State of _____ and licensed to do business in the Commonwealth of Pennsylvania hereinafter called Surety, as Surety are held and firmly bound unto Wyomissing Borough in said Commonwealth (hereinafter called "Owner"), in the full and just sum of (10% of maximum Bid price):

_____ Dollars

(\$ _____) lawful money of the United States of America, to be paid to the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20__.

WHEREAS, the Principal has entered into a certain contract with the Owner dated _____ day of _____, 20__ to furnish:

in said County and Commonwealth, in strict conformance with the Specifications, a copy of which is or may be hereto attached.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall remedy, without cost to the said Owner, any defect which may develop during the period of one (1) year from the date of completion, and acceptance of the work performed under said Contract, provided such defects, in the judgement of said Owner, are caused by defective or inferior materials or workmanship, then this obligation shall be null and void, otherwise remain in full force and virtue. AND FURTHER, we do in the event of default, hereby authorize and empower any attorney of the Court of Common Pleas of the

County of Berks, Pennsylvania, or any other Court or record elsewhere, or any Prothonotary or Clerk of Said Courts, to appear for us, or heirs, executors, administrators, successors, or assigns, at the suit of the Owner, its successors, or assigns oblige in the above obligations as of any term, after the date thereof or hereof and thereupon to confess judgement against us or against our heirs, executors, administrators, successors or assigns for the above sum of: _____ Dollars (\$) _____ debt, besides the cost of suit and an attorney's fee of ten percent (10%) without stay of execution, and inquisition upon any levy upon real estate is hereby waived, and condemnation agreed to, and the exemption of personal property from the levy and sale on any execution under and by virtue of any exemption law now in force, or which may be hereafter passed, is also waived.

(Individual Principals Sign Here)

In the presence of:

_____ (Seal)

_____ (Seal)

(Corporate Principals Sign Here)

Attest:

_____ (SEAL)

(Surety Sign Here)

Witness:

As to Surety

Attorney-in-fact (SEAL)

(Must be authorized to transact business in Pennsylvania)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
_____ as Principal, and
_____ as Surety, are

held and firmly bound unto Wyomissing Borough, as Obligee, in the sum
of _____ Dollars (\$ _____)
(at least Contract Amount), to be paid to the Obligee aforesaid, its certain attorneys, successors or assigns,
to which payment, well and truly to be made, we do bind ourselves, our heirs, executors and
administrators, and every one of them, jointly and severally, firmly by these presents.

Witness our hands and seals this _____ day of _____

In the year of our Lord, Two Thousand and _____.

Whereas, the said _____

is about to enter into a written contract with Wyomissing Borough, the Obligee, for the Wyomissing
Public Works Facility Project pursuant to an award of said contract to Principal on the date hereof, and

Whereas, this bond is given pursuant to the requirements of the Act of the General Assembly of
the Commonwealth of Pennsylvania approved December 20, 1967, Act 385, known as the 'Public Works
Contractors' Bond Law of 1967.'

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said
_____ shall promptly make payment of all material furnished and labor
supplied or performed in the prosecution of the work, whether or not the said material or labor enter into
and become component parts of the work or improvement contemplated, then this obligation shall be
void, otherwise it shall remain in full force and effect.

The said principal and surety, jointly and severally, further covenant and agree that every person,
copartnership, association or corporation, except as hereinafter provided, who whether a subcontractor or
otherwise, has furnished materials or supplied or performed labor in the prosecution of the work provided
for in the contract for which this bond has been given, and who has not been paid in full therefor before
the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or
furnished the last of materials for which he claims payments, may bring an action on this bond in his own
name, in assumpsit, to recover any amount due him for such labor or material and may prosecute the same
to final judgement for such sum or sums as may be justly due to him, them or it and have execution
thereon, provided, however, that the Obligee shall not be liable for the payment of any costs or expenses
of any suit, and provided, further, no such action may be commenced after the expiration of one year from
the day on which the last of the labor was performed or material was supplied for the payment of which
such action is brought by the claimant.

Any claimant who has a direct contractual relationship with any subcontractor of the prime
Contractor who gave this bond but has not contractual relationship, expressed or implied, with such prime
Contractor may bring an action on this bond, as heretofore provided, only if he has given written notice in

the manner provided for by the above mentioned Act to such Contractor within ninety (90) days from the date on which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished.

“Labor and Materials” shall include utility services and reasonable rentals of equipment, but only for periods of time when the equipment rented is actually used at the site.

AND PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension, alterations or additions to the terms of said contract, shall in any way release the Principal and the Surety, or either of them, his, their or its heirs, executors, administrators, successors or assigns, from their liability hereunder, and the said Surety does hereby waive notice of any such change, extension, alterations, or additions.

(Individual Principals Sign Here)

In the presence of:

_____	_____ (Seal)
_____	_____ (Seal)
_____	_____ (Seal)
_____	_____ (Seal)

(Corporate Principals Sign Here)

Attest:

_____	_____
_____	_____
_____	_____ (SEAL)

(Surety Sign Here)

Witness:

_____	_____
_____	_____
_____	_____

As to Surety

Attorney-in-fact (SEAL)

(Must be authorized to transact business in Pennsylvania)

STATEMENT OF SURETY COMPANY

Contract No. _____

In accordance with the provisions of the contract dated _____ between the Borough of Wyomissing, Berks County, Pennsylvania, and _____.

The _____ company of _____
_____ Surety on the Bonds of _____
_____ after a careful examination of the books and records of said Contractor or after receipt of an Affidavit from Contractor, which examination or Affidavit satisfies this Company that all claims for labor and materials have been satisfactorily settled, hereby approve the final payment of the said _____ Contractor and by these presents witnesseth that payment to the Contractor of the final payment shall not relieve the Surety Company of any of its obligations to the Borough of Wyomissing, Berks County, Pennsylvania, as set forth in the said Surety Company's Bonds.

IN WITNESS WHERE OF, the said Surety Company has hereunto set its hand and seal this _____ day of _____, 20__.

Attest:

(SEAL) _____ By: _____

NOTE: This statement, if executed by any person other than the President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the company represented. This statement must be executed and submitted to the Engineer by the Bonding Company before final payment can be certified.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

	Page
ARTICLE 1 – Definitions and Terminology	5
1.01 Defined Terms.....	5
1.02 Terminology.....	8
ARTICLE 2 – Preliminary Matters.....	10
2.01 Delivery of Bonds and Evidence of Insurance.....	10
2.02 Copies of Documents	10
2.03 Before Starting Construction.....	10
2.04 Preconstruction Conference; Designation of Authorized Representatives	10
2.05 Initial Acceptance of Schedules	11
2.06 Electronic Transmittals	11
ARTICLE 3 – Documents: Intent, Requirements, Reuse	11
3.01 Intent	11
3.02 Reference Standards.....	12
3.03 Reporting and Resolving Discrepancies	12
3.04 Requirements of the Contract Documents	13
3.05 Reuse of Documents	13
ARTICLE 4 – Commencement and Progress of the Work.....	14
4.01 Commencement of Contract Times; Notice to Proceed.....	14
4.02 Starting the Work	14
4.03 Reference Points	14
4.04 Progress Schedule	14
4.05 Delays in Contractor’s Progress.....	14
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	15
5.01 Availability of Lands.....	15
5.02 Use of Site and Other Areas.....	16
5.03 Subsurface and Physical Conditions	16
5.04 Differing Subsurface or Physical Conditions.....	17
5.05 Underground Facilities.....	18
5.06 Hazardous Environmental Conditions at Site	20
ARTICLE 6 – Bonds and Insurance	22

6.01 Performance, Payment, and Other Bonds 22

6.02 Insurance—General Provisions..... 22

6.03 Contractor’s Insurance 24

6.04 Owner’s Liability Insurance..... 26

6.05 Property Insurance 26

6.06 Waiver of Rights 28

6.07 Receipt and Application of Property Insurance Proceeds 28

ARTICLE 7 – Contractor’s Responsibilities 29

7.01 Supervision and Superintendence 29

7.02 Labor; Working Hours 29

7.03 Services, Materials, and Equipment..... 29

7.04 “Or Equals” 30

7.05 Substitutes 31

7.06 Concerning Subcontractors, Suppliers, and Others..... 32

7.07 Patent Fees and Royalties..... 33

7.08 Permits 34

7.09 Taxes 34

7.10 Laws and Regulations 34

7.11 Record Documents 35

7.12 Safety and Protection 35

7.13 Safety Representative..... 36

7.14 Hazard Communication Programs 36

7.15 Emergencies 36

7.16 Shop Drawings, Samples, and Other Submittals..... 36

7.17 Contractor’s General Warranty and Guarantee 38

7.18 Indemnification 39

7.19 Delegation of Professional Design Services 40

ARTICLE 8 – Other Work at the Site..... 40

8.01 Other Work 40

8.02 Coordination..... 41

8.03 Legal Relationships..... 41

ARTICLE 9 – Owner’s Responsibilities 42

9.01 Communications to Contractor 42

9.02 Replacement of Engineer 42

9.03 Furnish Data 42

9.04 Pay When Due 42

9.05 Lands and Easements; Reports, Tests, and Drawings 42

9.06 Insurance 43

9.07 Change Orders..... 43

9.08 Inspections, Tests, and Approvals..... 43

9.09 Limitations on Owner’s Responsibilities 43

9.10 Undisclosed Hazardous Environmental Condition 43

9.11 Evidence of Financial Arrangements 43

9.12 Safety Programs 43

ARTICLE 10 – Engineer’s Status During Construction..... 43

10.01 Owner’s Representative 43

10.02 Visits to Site 43

10.03 Project Representative..... 44

10.04 Rejecting Defective Work..... 44

10.05 Shop Drawings, Change Orders and Payments..... 44

10.06 Determinations for Unit Price Work 44

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work..... 44

10.08 Limitations on Engineer’s Authority and Responsibilities 44

10.09 Compliance with Safety Program 45

ARTICLE 11 – Amending the Contract Documents; Changes in the Work 45

11.01 Amending and Supplementing Contract Documents 45

11.02 Owner-Authorized Changes in the Work..... 46

11.03 Unauthorized Changes in the Work 46

11.04 Change of Contract Price 46

11.05 Change of Contract Times 47

11.06 Change Proposals 47

11.07 Execution of Change Orders 48

11.08 Notification to Surety..... 49

ARTICLE 12 – Claims 49

12.01 Claims 49

ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work..... 50

13.01 Cost of the Work 50

13.02 Allowances..... 52

13.03 Unit Price Work 53

ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 53

14.01 Access to Work 53

14.02 Tests, Inspections, and Approvals..... 54

14.03 Defective Work 54

14.04 Acceptance of Defective Work 55

14.05 Uncovering Work..... 55

14.06 Owner May Stop the Work 56

14.07 Owner May Correct Defective Work 56

ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 56

15.01 Progress Payments 56

15.02 Contractor’s Warranty of Title..... 59

15.03 Substantial Completion 59

15.04 Partial Use or Occupancy..... 60

15.05 Final Inspection..... 61

15.06 Final Payment 61

15.07 Waiver of Claims 62

15.08 Correction Period 62

ARTICLE 16 – Suspension of Work and Termination..... 63

16.01 Owner May Suspend Work..... 63

16.02 Owner May Terminate for Cause..... 63

16.03 Owner May Terminate For Convenience..... 64

16.04 Contractor May Stop Work or Terminate 65

ARTICLE 17 – Final Resolution of Disputes 65

17.01 Methods and Procedures 65

ARTICLE 18 – Miscellaneous..... 66

18.01 Giving Notice..... 66

18.02 Computation of Times..... 66

18.03 Cumulative Remedies 66

18.04 Limitation of Damages..... 66

18.05 No Waiver..... 66

18.06 Survival of Obligations 66

18.07 Controlling Law 66

18.08 Headings..... 66

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid directly to OWNER as distinct from a sub-bidder, who submits a bid to a Bidder.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—the lowest, qualified, responsible, and responsive Bidder to whom the OWNER (on the basis of OWNER’s evaluation as hereinafter provided) awards Bid.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: Contractor shall deliver any required bonds to the Owner as outlined in the Instructions to Bidders.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed Notice of Intent to Award to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract if bid on paper, or copies online via the PennBid™ Program, either way to include one fully executed counterpart of the Agreement and at least one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies

derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay,

disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

- b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property

damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed

by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other

insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such

Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- 7.17 *Contractor's General Warranty and Guarantee*
- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
 - B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures

and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to

make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if

negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the

Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in

connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Bid Form/Unit Prices Form/Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on

Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then

Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION 007000

SECTION 008000 – SUPPLEMENTAL CONDITIONS

PART I – GENERAL

1.01 OWNER:

The work is to be done for Borough of Wyomissing, Berks County, Pennsylvania (hereinafter referred to as “Borough”).

1.02 DEFINITIONS: Wherever in these specifications the following words and expressions, or pronouns used in their stead occur, they shall have the meanings here given:

- | | | |
|----|---------------------|---|
| A. | “Borough” | Borough of Wyomissing, Berks County, Pennsylvania |
| B. | “Municipality” | Borough of Wyomissing, Berks County, Pennsylvania |
| C. | “Engineer” | Borough Engineer, acting directly or through an assistant or other representative duly authorized by the Borough or Engineer, assistant or representative acting within the scope of the particular duties assigned to him or of the authority given him. |
| D. | “Inspector” | An authorized representative of the Engineer, assigned to make any or all necessary inspections of the work performed and materials furnished by the Contractor. |
| E. | “Laboratory” | A testing laboratory approved by Engineer. |
| F. | “Bidder” | Any individual, firm or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative. |
| G. | “Contractor” | Party of the second part to the Contract, acting directly or through his agents or employees, including subcontractors. |
| H. | “Surety” | The corporate body which is bound with and for the Contractor, which is primarily liable for, which engages to be responsible for his payments of all debts pertaining to and his acceptable performance of the work for which he has contracted. |
| I. | “Bid” | The approved prepared Form on which the Bidder is to submit or has submitted a Bid for the work contemplated. |
| J. | “Bid Bond/Security” | The security designated in the Bid to be furnished by the Bidder as a guarantee that he will enter into a Contract with the Borough for the performance of the work in accordance with his bid and furnish the bonds required, if the work involved in the Bid is awarded to him. |
| K. | “Drawings” | All Drawings or reproductions of Drawings pertaining to the construction and its appurtenances. |
| L. | “Specifications” | The directions, provisions requirements contained herein, together with all written Agreements made or to be made pertaining to the |

method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the Contract.

- M. "Contract" The Agreement covering the performance of the work and the furnishing of materials in the construction of the work and its appurtenances. The Contract shall include the "Bid," "Drawings," "Specifications," "Contract Bonds," and "Notice to Proceed," also any and all supplemental Agreements which reasonably could be required to complete the construction of the work and its appurtenances in a substantial and acceptable manner.
- N. "Contract Bonds" The approved forms of security furnished by the Contractor and his surety as a guarantee of the performance of the Contract in accordance with its terms, and of the payment of all claims for labor and material and all machinery used in the work.
- O. "Approval" or "Approved" Written approval of the Engineer or his authorized representative.
- P. The singular as used herein shall include the plural; the masculine shall include the feminine and the neuter, "Specifications" as used herein shall include Supplemental Bulletins; "Material" as used herein shall include equipment and appliances; "Work" as used herein shall include materials, labor, supplies, equipment, appliances, machinery and tools.
- Q. Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
- R. It is understood and agreed that all time limits are of the essence of the Contract.

PART II – CONDITIONS

2.01 ADDITIONAL CONDITIONS OF THE CONTRACT

These Supplemental Conditions are in addition to, or an expansion of the responsibilities of the Contractor noted in the General Conditions.

2.02 FEDERAL REGULATIONS:

Not Applicable

2.03 UNBALANCED BIDS

Bids in which the prices are obviously unbalanced may be rejected.

2.04 RIGHT TO REJECT BIDS

The Borough preserves to itself the right to reject any or all bids, as it may deem best for the interests of the Borough.

2.05 FAILURE TO QUALIFY

No Contract will be awarded except to responsible Bidders capable of performing the class of work contemplated and, if so requested by the Borough, the Bidder shall furnish a complete statement of his experience and shall submit to the Borough sufficient evidence of his ability to procure the minimum equipment or its equivalent as specified and that he has assets in the amount sufficient to permit him to perform the Contract, and in event of failure to so qualify, the Bid security shall be forfeited to the use of the Borough, not as a penalty, but as liquidated damages.

2.06 CANCELLATION OF AWARD

The Borough reserves the right to cancel the award of any Contract at any time before the execution of same and before its approval as to form and legality by the Borough Solicitor.

2.07 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract within ten (10) days after being notified to do so, the amount of the Bid security shall be forfeited to and retained by the Borough as liquidated damages for such neglect or refusal.

2.08 CONTRACT SHALL BE BINDING UPON

The Contract shall be binding upon the Borough and the Contractor, their respective heirs, executors, administrators, successors and assigns, as the case may be, but it is understood that the Contractor shall not sublet, sell, transfer or assign or otherwise dispose of the Contract or any portion thereof, or of his right title or interest therein, without the written consent of the Borough and in no event will any subletting release Contractor, his Surety or sureties from responsibility for the faithful performance of Contract.

2.09 VIOLATION OF CONTRACT

- A. If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with workmen and equipment or with sufficient materials to insure the prompt completion of said work, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent, or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgement to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any cause whatsoever shall not carry on the work in an acceptable manner, upon written certificate from the Engineer and notice to the Contractor and his Surety of the fact of such delay, neglect, or default on the part of the Contractor, the Contract may be cancelled by the Borough who shall notify the Contractor and appropriate or use any or all material and equipment on the grounds as may be suitable and acceptable, and may enter into an Agreement for the completion of said Contract, according to the terms and provisions thereof, or use other methods as in its opinion shall be required for the completion of said Contract in an acceptable manner.
- B. Should the Borough so elect to take the prosecution of the work out of the hands of said Contractor, it may thereupon turn over to the Surety for completing the Contract and any remaining work to be done thereon, and after the completion of said work by the Surety, the Borough may require the Surety to render within six (6) months from the date of the completion

certificate, a detailed statement of the cost of the completion of the work, including receipts and disbursements of all funds received and/or paid on the Contract. Or, should the Borough so elect to take the prosecution of the work out of the hands of the said Contractor, they may take in the name of the Borough all rights, title and interest in and to the equipment and materials owned by the Contractor and brought upon the ground for use in the execution of the Contract, and upon completion of the said Contract, the Borough may dispose of said equipment and any materials remaining in the manner that may be deemed to be in the best interest of the parties concerned. All costs and charges incurred by the Borough together with the costs of completing the work under the Contract shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the Borough shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contractor, then the Contractor and/or the Surety shall be liable and shall pay to the Borough the amount of said excess.

2.10 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work shall be stopped by Order of the Court or any other public authority for a period of three (3) months without act of fault of the Contractor or any of his agents, servants, employees, or subcontractors, including suppliers, the Contractor may, up to ten (10) days' notice to the Borough, discontinue his performance of the work, and/or terminate the Contract, in which event the liability of the Borough to the Contractor shall be determined as provided herein, except that the Contractor shall not be obligated to pay the Borough any excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor hereunder.

2.11 SPECIFICATION REQUIREMENT FOR CONTRACT DOCUMENTS

- A. Pursuant to the provisions of act #222, October 27, 1955, as amended by Act #19, February 28, 1961, and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 6, 1963, and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Attorney General July 7, 1965, the Contract Documents for all Public Works Projects will contain the following items:
- B. NONDISCRIMINATION PROVISIONS – The Contractor agrees that he will comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the job site pursuant to this Contract. The Contractor, therefore agrees:
 1. The Contractor will not discriminate nor permit discrimination by his agents, servants or employees against any employee or applicant for employment with regard to hiring, tenure of employment, promotion, terms, conditions or privileges or employment at the job site covered by this Contract, because of race, color, religion, age, or natural origin, and will take such affirmative action as is herein set forth to prevent same.
 - 2a. The Contractor will, in all publications or advertisement for employees to work at the job site covered by this Contract placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age or national origin.

- 2b. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Pennsylvania Human Relations Commission, advising the said labor union or worker's representative of the Contractor's commitments under this Section, and shall post copies of the notice in a conspicuous place available to his employees and applicants for employment.
- 3a. The Contractor shall supply the contracting agency of the State with a periodic report, called a "Compliance Report," relating to work performed at the job site under this Contract as may be required by the Pennsylvania Human Relations commission. The Commission shall at all times have access to the employment records of said Contractor for purposes of investigation to ascertain compliance with the rules, regulations, and orders of the Pennsylvania Human Relations Commission relating to discrimination.
- 3b. The Contractor shall insert the provisions of subsections (1), (2), and (3) of this paragraph in all subcontracts which are entered into by the Contractor under this Contract requiring work to be done at the job site, as covenants to be binding upon such subcontractors.
4. Compliance by the Contractor with subsections (1), (2), and (3) of this paragraph shall discharge the Contractors from any liability hereunder relating to the nondiscriminatory provisions of this Agreement.

C. THE LIABILITY OF SUBCONTRACTOR

The subcontractor of the Contractor under Paragraph B (3-b) above shall have the same responsibilities and obligations as the Contractor to comply with the provisions of Paragraph B (1), (2), and (3) hereof, and shall be subject to the applicable penalties for failure to comply as hereinafter set forth in Paragraph D.

D. PENALTIES FOR FAILURE TO COMPLY

1. It is hereby agreed that the failure to comply with the foregoing requirements shall constitute a substantial breach of this Contract.
2. In the event the Pennsylvania Human Relations Commission, after investigation and hearing, shall determine that the Contractor or subcontractor, as the case may be, has failed to comply with any of the provisions of Paragraph B (1), (2) and (3) hereof, the Commission in addition to issuing any order it deems appropriate pursuant to Section 9 of the Pennsylvania Human Relations Act, shall certify such findings to the Owner with a recommendation for termination of the Contract or subcontract, as the case may be, or with a recommendation that such Contractor or subcontractor be declared ineligible for any further public works contracts or subcontracts for a period of not more than two (2) years from the date of such recommendation.
3. Should the Owner adopt the recommendation to terminate the Contract, written notice of this fact shall be given to the Contractor by registered mail addressed to the Contractor's registered office in Pennsylvania, in which event all obligation on the part of the contracting agency to perform this Contract shall cease, save only the obligation to pay the Contractor the sums due, including any retained amounts, for all articles delivered or work done, or for all articles or equipment for which the Contractor may be liable, to the date of such termination.

4. Should the Owner adopt the recommendation to direct the Contractor to terminate a subcontract entered into the Contractor under this Contract, written notice of this fact shall be given to the Contractor by registered mail, addressed to the Contractor's registered office in Pennsylvania, and it shall then be the obligation of the Contractor to terminate such subcontract pursuant to said written notice.
 5. Should the Owner adopt the recommendation to declare the Contractor or subcontractor, as the case may be, ineligible for further public works contracts or subcontracts, written notice of this fact and of the duration of such period of ineligibility shall be given to the Contractor or subcontractor by registered mail, addressed to the Contractor's or subcontractor's registered office in Pennsylvania.
- E. From any order of the Pennsylvania Human Relations Commission, the Contractor or subcontractor, as the case may be, shall have a right of appeal as in other cases provided by law, and the Owner shall not act upon the recommendation of the Commission specified in Paragraph D (2) above until the Contractor or subcontractor has exhausted the right of appeal provided by law, or the time for such appeal shall have expired.

2.12 HIRING AND CONDITIONS OF EMPLOYMENT

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

2.13 COMPETENT WORKMEN

The Contractor shall employ only competent and efficient laborers and first class mechanics or artisans for every kind of work, and whenever, in the opinion of the Engineer, any man is unfit to perform his task, or does his work contrary to directions, or conducts himself improperly, the Contractor must discharge him immediately upon the Engineer's written request and not employ him again on the work.

2.14 COST BREAKDOWN:

Within ten (10) days of the receipt of copy of the Resolution (or notice thereof in writing) of the Borough's intention to award the Contract, the Contractor shall submit a written break down of costs and quantities of materials and other items comprising the lump sum bid items, if applicable. The cost breakdown shall be a schedule of the costs of the various portions of lump sum bid items, including material quantities, and cost of labor, equipment, overhead and profit totaling the aggregate cost of the bid item. The cost breakdown shall be submitted prior to the start of work in such a form as the Engineer and Contractor may agree upon and support by such data to substantiate its correctness as the Engineer may require.

2.15 NO WAIVER:

Neither a failure to enforce any of the terms and conditions of the Contract Documents nor any payment by the Borough shall be construed as a waiver of any such terms and conditions, it being understood and agreed that no such waiver shall be binding upon the Borough.

2.16 CONTRACTORS OBJECTION TO SPECIFICATIONS:

If Contractor has good reason for objecting to the use of any material, appliance or method of construction as shown or specified, he shall make report of such objections to the Engineer and obtain proper adjustment before the Contract is made, and shall proceed with work only after written instructions from the Engineer.

2.17 DRAWINGS, PLANS AND SPECIFICATIONS:

- A. The Drawings, Plans and Specifications, whether taken separately or together, are to be interpreted according to their full intent, meaning and spirit, and shall be deemed to mutually explain each other and to be descriptive of the work to be done under this Contract. Should any discrepancy appear between the Specification and Drawings, it shall be referred to the Engineer for interpretation.
- B. The intention of the Contract Documents is to include all labor, materials, equipment and transportation necessary for the completion of the work. Materials or work described in words which, when applied, have a well-known technical or trade meaning will be held to refer to such standards.
- C. On the Drawings, figured dimensions shall be taken in preference to scaled dimensions and large-scale drawings shall be followed in preference to smaller scale drawings and descriptive indications in preference to the material code. Should there be anything on the Drawings and not called for in the Specifications, or vice versa, the same shall be carried out as if called for in both. Should any error, change or omission appear in the Drawings or Specifications, the same shall be referred to the Engineer for correction before bids are submitted or the work done. The Contractor shall not make any alterations or corrections without consulting the Engineer prior thereto. Additional Drawings or details will, from time to time, be furnished and the same, when made, are to constitute a part of the Contract Documents. These detailed Drawings will be made only to clarify the Contract Drawings and will not depart materially therefrom.
- D. No work is to be executed without the proper detail Drawings or explanations, and any work which may have been done without them, or not in accordance with them, must be removed and replaced at the expense of the Contractor who did it.
- E. All Contract Drawings shall be signed by the Contractor at the time the Contract is executed.
- F. All work indicated on the Drawing in part shall be repeated or continued throughout the courses or panels, as the case requires, in order to complete the unit. Parts shown in outline shall be the same as similar parts shown in detail.
- G. Upon the signing of the Contract, the Contractor will be furnished without charge five (5) sets of the Contract Document Plans and Specifications and not more than five (5) copies of the subsequent Drawings or Details. Extra prints will be charged for at the rate of fifteen cents (\$0.50) per square foot and the Specifications at fifteen cents (\$0.50) per page.
- H. The Contractor shall at all times maintain a current set of Contract Document Plans and Specifications at the job site.

2.18 REFERENCE SPECIFICATIONS:

- A. PennDOT Publication 408 (Pub. 408).
- B. Borough of Wyomissing Public Works Standards.

2.19 RECORD DRAWING:

- A. In addition to the prints furnished for construction and public bodies, the Contractor will be furnished without charge, one set of White Prints for the purpose of recording as-built conditions.
- B. These prints shall be marked "Record Drawings" and maintained at the Project site. The Contractor shall record on the prints all deviations from the Contract Drawings, at the time that such deviations are made.
 - 1. All changes made in arrangement or construction of the Project as well as a complete record of the exact manner, in which the works is installed, shall be recorded on these prints. Dimensions shall be included where necessary to accurately locate piping and other items which will be concealed in the finished work, if applicable, and which may later be necessary to locate for service.
- C. A complete file of accepted field sketches, diagrams, and other changes as may become necessary during the progress of the work shall also be maintained and attached to the set of marked-up prints.
- D. At completion of the work, the Contractor shall provide for the information of the Engineer, each sheet of marked prints and all accepted field sketches and diagrams.
- E. When this data has been checked and returned by the Engineer, the Contractor shall record all field changes and conditions on the "Record Drawings." Each sheet of these "Record Drawings" shall be signed by an Officer of the Company certifying that each sheet reflects the as-built conditions.

2.20 STANDARD OF QUALITY

- A. Wherever in these Specifications or Drawings, and article, apparatus or material is defined by describing a proprietary product, or by using a trade name, or the name of a manufacturer or vendor, the term "or equivalent" shall be implied if it is not inserted therewith and shall be assumed in all cases as signifying that the Specifications will be interpreted reasonably.
- B. Any reference to a particular patented article, apparatus or material, or to an un-patented article, apparatus or material manufactured by a particular firm or individual, or to articles, apparatus or materials obtained from a particular locality or any reference to a particular manufacturer's product, wither by name or by limiting description, has been made solely for the purpose of more clearly denoting the standard of quality and capacity desired. Other makes substantially similar and performing as effectively the purposes imposed by the general design may be quoted on, but bidders must state clearly the proper identifications of the product, giving specifications, catalogs, cuts or samples and the difference in price of the items substituted. Any substitution shall be submitted to the Engineer after the Contract I awarded and must be approved by the Engineer before the substituted material can be used in the work.
- C. The Contractor shall furnish proven data and tests from approved sources upon request of the Engineer to establish the equal or higher quality of articles, apparatus or material which the Contractor wishes to substitute for that specified.

- D. Where a method, quality, arrangement or requirement is noted otherwise in the Specifications, it shall be considered as being mandatory.

2.21 MATERIALS AND PRODUCTS:

- A. If any of the work or material is not in accordance with the Drawings and the Specifications, or becomes damaged during the progress of the work, such material or work shall be removed and replaced together with any work disarranged by such alterations. All such work shall be done at the expense of the Contractor, or if for any reason it may be expedient to the Borough to accept such work, it may deduct from the amount of money to be paid to the Contractor an amount equal to the difference in the value between said work and that which is specified or shown on the Drawings.
- B. All materials used shall be new and the best of its available kinds and qualities.
- C. Any material not specified or approved by the Engineer used or places on the site shall be immediately removed upon the order of the Engineer and replaced to his satisfaction at the Contractor's expense.

2.22 SUBCONTRACTS AND MANUFACTURERS:

- A. No part of the Contract may be sublet without the prior written approval of the Engineer.
- B. A list of names of all subcontractors, materialmen and manufacturers whom the successful Bidder intends to employ in connection with the work either on the site or elsewhere, shall be submitted to the Engineer for approval. (List shall be submitted within two (2) weeks after the Contract is signed unless an extension of time is approved by the Engineer.)
- C. The approval by the Engineer of any subcontractor does not relieve the Contractor from any acts or omissions of such subcontractors, materialmen, or manufacturers.

2.23 SUPERINTENDENCE – SUPERVISION – CLERK OF THE WORKS:

- A. The Contractor shall employ during the project, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.
- B. The Borough, if it so desires, may employ at its own expense a Clerk of the Works.

2.24 THE OWNER'S RIGHT TO DO WORK:

If the Contractor shall neglect to prosecute the work properly or fails to perform any provisions of this Contract, the Owner, after three (3) days' written notice to the Contractor to perform, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

2.25 CONSTRUCTION SEQUENCING:

- A. It is the intent of the construction staging plan, which shall be prepared by the Contractor, to divide the work up as nearly as possible into individual and discrete phase which, when completed, will result in the minimum possible disruption to any Borough activity at the site. All Bidders shall submit their Bids based upon its anticipated construction sequencing and shall take into full consideration, and include in the Bid, any and all cost which may be incurred due to strict adherence to the construction staging plan.
- B. The Contractor shall, prior to the start of all work, submit to the Engineer in writing a proposal for staging construction. After approval by the Engineer, each phase shall be completed as described before going on to the next phase, however, constructing more than one phase simultaneously may be permitted. Coordination with utility crews shall be taken into consideration when proposing the staging plan. The plan shall comply with the Contract Plans and Specifications and applicable State and Federal regulations.

2.26 COORDINATION OF WORK WITH UTILITY COMPANIES:

- A. The Contractor shall be responsible for coordinating the Work required for this project with the utility construction crews installing or protecting utilities, if any.
- B. After the Contract has been awarded, a preconstruction meeting will be held with the representatives of all utilities present to review the exact scope of work and scheduling, if applicable.

2.27 LAWS TO BE OBSERVED

Contractors shall observe and comply with all Federal and State Laws and local ordinances and regulations now existing or hereafter enacted, as well as with all existing and future judgements, orders and decrees of any courts, bodies or existing and future judgements, orders and decrees of any courts, bodies or tribunals of competent jurisdiction which may in any manner affect the conduct of the work; and in the event any such judgement, order or decree shall require the temporary or indefinite suspension of the work, Borough shall not be liable to Contractor for damages or additional compensation.

2.28 TIME OF COMPLETION

The Borough intends to award the Contract promptly after receipt and approval of required bonds and insurance certification. All work can begin at the site immediately after the Borough gives written Notice to Proceed and the project shall be completed within the number of Working Days, as shown on the Form of Proposal, after receiving the Notice to Proceed.

2.29 TIME

Bidders will take notice that the time for the completion of the work is based upon working days, said time being fixed by the Borough and is named in the Bid. In computing the time spent in the execution of the work, allowance will be made for days or parts of days on which the work was suspended in consequence of unsuitable conditions of the weather or other unfavorable conditions, or by an act of omission of the Borough and not by the fault of the Contractor, all of which shall be determined by the Engineer who shall certify thereto in writing. Sundays and legal holidays shall be excluded from said computation. If the satisfactory execution and completion of the Contract shall require work or material in greater or less amounts or quantities than those set forth in the Contract, then the Contract time shall be increased or

decreased in the same proportion as the additional work or deductions bear to the original work contracted for.

2.30 TIME OF COMMENCEMENT AND COMPLETION

The Contractor shall begin work on the date specified in the Notice to Proceed given by the Engineer and shall complete the work under this Contract within the time specified, which will be reckoned from the date of expiration of said notice, provided that if the Contractor starts work on this Contract before the day specified in the Notice to Proceed, then the Contract working time will be reckoned from the date when such work is commenced.

2.31 PROSECUTION OF WORK

The work under this Contract shall be prosecuted at such time and in such part or parts of the work and with such forces of workmen, materials and equipment as may be ordered by the Engineer, in writing, to complete the work as contemplated in the Drawings and Specifications.

2.32 DAMAGES FOR NOT COMPLETING CONTRACT WITHIN TIME LIMIT

For each working day that any work shall remain uncompleted after the time specified for the completion of the work provided for in these Specifications and the accompanying Contract, the sum per day, given in the following schedule, unless otherwise specified in the Bid form, shall be deducted by the Engineer from monies due the Contractor, not as a penalty, but as liquidated damages. Provided, however, that allowance may be made by the Engineer, at his discretion, over the period herein before specified for the completion of the said work, for causes over which said Contractor has no control and which have delayed the completion of the said work, and in such case the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

See Agreement for Liquidated Damages.

2.33 RESPONSIBILITY OF CONTRACTOR

The Contractor shall be responsible for the entire work, in accordance with the Specifications and Contract, from the date of execution of the Contract until it is accepted by the final payment. Work done by the Contractor in anticipation of the execution of the Contract, is at his entire risk and responsibility. The Contractor shall see that the work is supervised and carried on faithfully and shall keep it under his own control. The Contractor shall supervise the work personally or shall place a competent superintendent or representative on the work at all times who shall receive orders and directions from the Engineer or the Engineer's representative and who shall have full authority from the Contractor to execute these orders without delay and to supply materials, equipment and labor.

2.34 DEFECTIVE WORK

Any materials or workmanship of inferior quality not in accordance with the approved Drawings and these Specifications, brought to or incorporated in the work, shall be immediately removed by the Contractor from the vicinity or built anew; and if the directions of the Engineer are not complied with after written notice, the said Engineer shall be at liberty to remove the same at the expense of the Contractor and deduct the cost thereof from any money which may be due. Materials and workmanship may be inspected at any time. The Contractor shall furnish all necessary facilities, should it be deemed advisable by the Engineer to make an examination of any work already completed. If the work were found defective in any respect, the Contractor shall defray all expenses of such examinations and of proper reconstruction. Should the

work thus exposed be found not faulty by the Borough, and if adequate opportunity was afforded for inspection of the work before it was covered or completed, the cost and expense thereby incurred shall be defrayed by the Borough.

2.35 ENGINEER TO GIVE ORDERS, EXPLAIN AND DECIDE

To prevent all disputes and litigation, the Engineer shall in all cases determine the amount or quantity of the several kinds of the work and the quality of materials which are to be paid for under this Contract, and he shall determine all questions in relation to the work and the construction thereof, and he shall in all cases decide every questions which may arise to the performance of the work covered by this Contract on the part of the Contractor. Any doubt as to the meaning of these Specifications and Drawings or any obscurity as to the wording of them will be explained by the Engineer and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of these Specifications and Drawings and give them due effect, will be given by the Engineer in writing.

2.36 SUPERVISION

The work shall be at all times subject to the supervision of the Engineer and of his authorized assistants, who shall have free access and every facility at all times afforded them for inspection.

2.37 DRAWINGS AND SPECIFICATIONS TO BE KEPT ON WORK

The approved Drawings and a copy of the Specifications shall be left constantly on the work by the Contractor.

2.38 CHANGES AND ALTERATIONS

- A. No change in the Contract shall be made without the written approval of the Borough Engineer. A request for any change must be in writing.
- B. It is understood and agreed that the Borough may order extra work or make changes by altering, or deduction from the work. The Contract price shall be adjusted accordingly by the Borough Engineer, provided that all such work shall be executed under the terms of the original Contract. Any claim for extension of time caused thereby shall be in writing and shall be adjusted at the time of ordering such change in order to be binding upon the Borough.
- C. The amount of compensation to be paid to the Contractor for any changes and alterations, as so ordered, shall be determined as follows:
 1. By such applicable unit prices as are set forth in the Contract Documents.
 2. If no such prices are so set forth, then by a lump sum mutually agreed upon by the Borough and the Contractor or
 3. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor or the material and of the wages of applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 15% as compensation for all other items, including profit, administration, expenses, overhead, superintendence, insurance (other than Workmen's Compensation

Insurance) material used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the Performance Bond of the Contractor, the use of small tools and other cost or expenses.

- D. Should the Contractor encounter subsurface and/or other conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, he shall immediately give notice to the Engineer or such conditions before they are disturbed. The Engineer will investigate the conditions and, if he finds that they materially differ from those shown on the Drawings or indicated in the Specifications, he will make such changes in the Drawings and/or Specifications as he may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments for changes and alterations. Contractor is responsible for verification of information furnished to him.
- E. Oral instructions given by any of the officers, agents or employees of the Borough which depart from the Specifications shall not be binding upon the Borough.

2.39 INSPECTION

Duly authorized Inspectors will be assigned to the work or each part thereof who shall perform their duties under the direction of the Engineer. The Contractor shall execute his work in the presence of an Inspector and during the working hours of the day unless specifically directed otherwise, and shall afford every facility for inspecting the materials and work at all times. The presence of the Inspector shall in no way lessen the responsibility of the Contractor. In case any dispute arises between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided upon by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications, nor to approve or accept any portion of the work or to issue instructions contrary to the Drawings and Specifications.

2.40 COOPERATION

- A. If this Contract is proceeding with another, the Contractor shall be responsible for any acts or omissions that interfere with the progress of the work of the other Contractors.
- B. Contractors shall carefully examine all Drawings, Plans and Specifications and carry on his work in such manner as not to interfere with or delay the work of other Contractors. If any part of Contractor's work depends upon the proper execution or results of some other Contractor, the former shall inspect and report to the Engineer any defects in such work.
- C. The Contractor shall furnish and maintain all temporary stairs, ladders, ramps, scaffolds and runways as required for the proper execution of the work.
- D. When basement or other rooms are used as shops, storerooms, etc. by the Contractor during the construction, the Contractor will be held responsible for any repair, patching or cleaning arising from such use.
- E. The Contractor shall be responsible for the proper fitting of the work in place, and for coordination in the proper fitting of his work with that of all the Contractors. All work shall be executed only by skilled mechanics.

- F. Any discrepancies or inconsistencies found in the Drawings, Plans, and Specifications shall be reported immediately to the Engineer for correction or interpretation; all dimensions shown in the Specifications, Drawings, Plans and Supplemental Bulletins must be verified at the site before work is begun.

2.41 LINES, LEVELS, ETC.

The Contractor shall, at his own expense, procure datum information, grades, elevations, verify ceiling construction, etc. at the site, before starting work, otherwise any cost of correction shall be entirely at the Contractor's expense.

2.42 REGULATIONS OF THE DEPARTMENT OF LABOR AND INDUSTRY

Special attention is drawn to the regulations of the Department of Labor and Industry covering equipment, materials, labor, safety, sanitation, and other pertinent regulations. The Contractor shall inform himself and comply fully with such regulations.

2.43 CARE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall take all proper precaution to preserve public and private property within or adjacent to the work, and shall protect all land monuments and property markers until the same have been properly referenced. Old monuments which are disturbed by the Contractor during the construction of Contract items or otherwise, shall be reset by him without compensation. The Contractor will be responsible to repair damaged abutting fences, walls, decorative rail road ties, plants, and underground irrigation piping. If there is a broken or damaged rain leader within the work area, the pipe should be replaced using schedule 40 PVC pipe. The contractor will not be responsible for rain leaders at the curb face that may be lifted or out of alignment. All property restoration must be done with screened topsoil and pelletized hydromulch. No straw is allowed.

In case of the failure of the Contractor to make good any damage or injury to public or private property, the Engineer may upon forty-eight (48) hours' notice, proceed to repair or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor.

2.44 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including the Federal Construction Safety Act (Public Law 91-54), Federal Register, Chapter XVII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and subsequent publications updating these regulations.

2.45 BARRICADES, DANGER, WARNING AND DETOUR SIGNS

The Contractor shall erect and maintain at closures and intersections all necessary standard or approved barricades, suitable and sufficient red lights, danger signals, warning and closure signs; provide a sufficient number of watchmen and take all necessary and legal precautions for the protection of the work and safety of the public. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset to sunrise. If the Contractor neglects to carry out any of these provisions, it shall result

in the withholding of payment of current estimates until such provisions are complied with. Detour signs and all other signs, etc., shall be provided by the Contractor as directed.

2.46 TRAFFIC

The Contractor shall conduct the work so as to insure the least obstruction of vehicular and pedestrian traffic and shall provide and maintain in passable condition temporary crossings of streets, private driveways and sidewalks. The Engineer shall approve such provisions.

2.47 BLASTING (IF APPLICABLE)

No blasting will be allowed, unless the Contractor first obtains a permit from the Fire Marshall, and then only on condition that all blasting powder, dynamite, etc., shall be kept in a secure and approved manner, and shall be at all times under the special care of the watchman. In all cases of blasting, the blast is to be carefully covered and properly matted.

The Contractor shall be solely responsible for injury to persons or property that may result from his use of explosives and the exercise of or failure to exercise control on the part of the Engineer, shall in no way relieve the Contractor of responsibility. All blasting shall be done under the supervision of a competent blasting expert and subject to the State, County or local regulations for blasting. Whenever any existing water or gas mains, sewers, electrical conduits or any other utility or structure is encountered, rock within three (3) feet of the exiting utilities or structures shall be removed by some means other than blasting. The Borough reserves the right to designate any other specific limits of the work in which rock shall be removed by means other than blasting.

2.48 ACCESSIBILITY OF FIRE HYDRANTS

The fire hydrants adjacent to the work shall be kept at all times readily accessible to fire apparatus and no material or other obstruction shall be placed within fifteen (15') feet of any such hydrant.

2.49 OPERATION OF EQUIPMENT

When items of equipment are installed, it shall be the responsibility of the Contractor installing such equipment to operate it as required by the Borough and the Engineer for a satisfactory period of time for proper testing of the equipment and instructing the Borough's operating personnel. Fuel, as well as any other items required for proper testing of equipment, shall be supplied by Contractor furnishing such equipment as his expense.

2.50 RESPONSIBILITY FOR DAMAGE CLAIMS, ETC.

- A. The relation of the Contractor to the work shall be that of an independent Contractor and as such, Contractor shall and will be responsible for all damage, loss or injury to persons or property that may arise or be incurred in and during the conduct and progress of said work and without regard to whether or not the Contractor has been negligent and Contractor shall indemnify and save harmless Borough, all of its Councilmen, Officers, Agents and Employees from all suits, action or claim of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property arising out of the performance of the work, or from the action of the elements or from any unusual or unforeseen difficulty, or by or in consequence of any neglect in safe-guarding the work, or through the use of unacceptable materials in constructing the Contract items, or by or on account of any act, negligent or otherwise, omission, neglect, or misconduct of the said

contractor by or on account of any claims or amounts recovered for any infringement of patent, trademark or copyright, or from any claims or amounts recovered under the Workmen's Compensation Law, or any other law, regulation, ordinance, order or decree, and so much of the money due the said Contractor, under and by virtue of this Contract, as shall be considered necessary by the Borough, may be retained for the use of the Borough or in case no money is due, his surety shall be held until such suit, suits, action, actions, claim or claims for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Borough.

- B. The Contractor or his sureties will be liable for keeping in perfect repair and good order the whole of the new works constructed under this Contract, for one (1) year after the date of completion, and acceptance by the Engineer, and approval of the Borough, as covered by the Maintenance Bond.

2.51 EQUIPMENT AND MATERIAL

The character, quality and quantity of equipment shall be such as is necessary for the proper execution of the work within the specified time limit. The Contractor shall furnish all material required, which shall be in full accordance with the Specifications and the general and detailed Drawings.

2.52 PATENTS, TRADEMARKS AND COPYRIGHTS

Contractor agrees to indemnify and save harmless Borough, its Council members, Officers, Agents and Employees against all loss or damage suites, claims and demands, costs and charges that may arise by reason of the infringement of any patent, trademark or copy right or by reason of the violation of the rights of any person under patent trademark or copyright in the performance of the work, or by reason of the manner in which the same is performed or through the use of any patented article, device or process.

2.53 MATERIAL SAMPLES

No materials shall be used in the work unless conforming to the requirements of these Specifications. Samples must meet all tests as required under these Specifications to the satisfaction of the Engineer. The Contractor shall permit any designated representative of the Engineer to inspect any and all materials being used or desired to be used at any time before, during or after its preparation, or while being used during the process of the work, or after the work is completed, and all such material not complying with requirements of Specifications whether in place or not shall be rejected and shall be immediately removed from the work. The Contractor immediately after award and execution of the Contract, shall furnish the Engineer a complete statement of the origin, composition and manufacture of all material to be used in the work.

2.54 CLEANUP

General Contractor shall be responsible for periodic cleaning up of the building and premises. General Contractor shall remove all construction refuse of any kind regardless as to who may have left same, except shipping crates and boxes and their packing left by other prime Contractors which shall be removed by the prime Contractors responsible for same. All such refuse shall be removed from the property of the Owner. No rubbish shall be buried at the site. No rubbish shall be burned at the site without specific permission of the Engineer. Contractor shall also be responsible for keeping all property outside of the immediate work area and material storage areas clean and free from all equipment, materials and debris. If any condition in violation of this requirement persists more than 24 hours after notification by the Borough, the Borough shall have the right to abate the condition (without notice to the Contractor) and charge the cost of abatement to the responsible Contractor.

2.55 CHANGES IN WORK DUE TO ENVIRONMENTAL REGULATIONS

- A. Bidders should be aware that additional work may be required in the event of changes, after the receipt of bids, in Federal and State statutes, rules and regulations relating to the environment. The following statutes and the rules and regulations, thereunder, may directly or indirectly affect the work and are incorporated by reference:
1. National Environmental Policy Act of 1969, USC Section 4321, et. seq.
 2. Refuse Act of 1899, 33 USC Section 407, et. seq.
 3. Pennsylvania Clean Streams Law, 35 PS Section 691.1, et. seq., as amended.
 5. Pennsylvania Solid Waste Management Act 35 P.S., Section 6001, et. seq.
 6. Chapter 102 of Title 25 Rules and Regulations of Pennsylvania Department of Environmental Protection, which relates to the control of erosion and sedimentation.
 7. Chapter 105 of Title 25 Rules and Regulations of Pennsylvania Department of Environmental Protection, which relates to waterway management.

Under PA Act 247 of 1972, any additional work shall be done by Change Orders after written approval by the Owner.

2.56 NO EXTRA COMPENSATION

The Contractor agrees that he has judged for and satisfied himself as to the character of the work to be done and materials to be furnished, and other circumstances affecting the cost of performance of the work. He agrees that he will not ask, demand, sue for or recover extra compensation for any materials furnished or work done under his Contract, beyond the amount payable for the classes of work or kind of material specified by the Specifications and Drawings actually performed and furnished by him at the price therefore agreed upon and fixed. There shall be no cash allowances.

2.57 BOROUGH'S RIGHT TO OCCUPY PREMISES

- A. On or after the stipulated completion date of the contract work or the established completion date of any part thereof, the Borough shall have the right to make use of any completed portion of the work, but such use shall not constitute in itself an acceptance of the work or any portion thereof.
- B. Prior to such use, however, the Engineer shall make an inspection of the portion or portions of the work to be used to determine if it is in conformity with the Contract.
- C. If the portions of the work to be used are completed and accepted prior to their use, the Contractor shall not be liable for any subsequent damage to occupancy of the accepted portion or portions except as covered under the Maintenance Bond. Contractor shall remain responsible, however, for any damage caused in the used portion by his personnel.
- D. Under these conditions, the Borough will reimburse the Contractor for the cost of repairs of only those damages directly traceable to the Borough's occupation of the portions in question. After acceptance, the provisions of the Maintenance Bond shall apply.
- E. In the event that the portions of the work intended to be used by the Borough are deemed to be too far from completion by the completion date, or if their use would delay completion, the

Contractor shall so notify the Borough. The Borough shall then make arrangements to use other facilities (away from new construction or existing areas being altered) for storage and/or human occupancy use with the General Contractor bearing costs as specified under "Liquidated Damages."

2.58 OTHER CONTRACTS

The Borough reserves the right to let other Contracts and to install equipment and other items in or near the contract work area at any time during work under this Contract without in any way affecting this Contract.

2.59 PAYMENT

- A. Payment certificates will be submitted monthly for partial payment to the Contractor for the work performed during the preceding calendar month. The amounts included in the payment certificates shall be based upon the written breakdown of costs comprising the Lump Sum Contract Price approved by the Engineer as provided in the bid form.
- B. Such payment shall be based on an estimate of such work and requisition for payment to be submitted, in duplicate, by the Contractor to the Engineer no later than date established upon signed agreement. The estimate and requisition must be certified by the Engineer before it will be paid by the Borough.
- C. The Township shall retain ten percent (10%) up to fifty percent work completion and five percent (5%) thereafter of the amount of each estimate until final completion and acceptance of all of the work covered by this Contract.
- D. The acceptance by the Contractor of the payment for the final certificate shall constitute a waiver of all claims against the Borough under or arising out of this Contract.
- E. Within the period of specific or general guarantees, no certificate given or payment made under the Contract for partial or entire occupancy of the Contract premises or area by the Borough shall be construed as an acceptance of defective work or improper materials or as condoning any negligence or omission.
- F. The Borough, at final settlement, shall receive written guarantees from the Contractor and the subcontractors whose special branches call for guarantees in the Specifications. Said guarantees to be countersigned by the Contractor and to be fulfilled by him in the event the subcontractor fails to do so.
- G. The Contractor shall pay:
 - 1. For all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered.
 - 2. For all materials, tools, and other expendable equipment, to the extent of ninety (90%) percent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such material, tools and equipment are delivered at the site of the project and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that work in or on which such material, tools and equipment are incorporated or used, and,

3. To each of his subcontractor, not later than the fifth (5th) day following each payment to the Contractor the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein.
- H. Payments to the Contractor will be made in amounts commensurate with the portion of the work completed, provided that ten percent (10%) up to fifty percent work completion and five percent (5%) thereafter of each payment will be retained until the final acceptance of the work.
- I. Payments will be made for material suitably stored on the site which is necessary for the prosecution of the work in the same proportion and in the same manner as provided above.

2.60 RETENTION OF MONIES BY REASON OF CLAIMS FOR WAGES, MATERIAL AND LABOR:

It is also expressly understood and agreed that the Borough may retain monies due to the Contractor in the event that it shall appear that such Contractor has failed to provide for and to pay any proper claims or bills for wages, labor, materials, claims, damages, or otherwise, the prompt and faithful payment of which by the Contractor is provided for in the Contract or the said Specifications: such monies may be held by the Borough to better secure such performance, or may be paid on the Contractor's account to the parties entitled thereto, which payments shall constitute a full acceptance, accord and satisfaction of all liability of the Borough to the Contractor therefore, to the amount of such payments.

2.61 RIGHT OF BOROUGH TO CONTEST ESTIMATES, ETC.

Nothing contained in the Contract Documents shall be construed to preclude the Borough from contesting the estimates or certificates of its Engineer, Officers, or Agents, or any claim of the Contractor under the Contract Documents or under such estimates or certificates; but the Borough shall be at full liberty to raise every legal defense as to the character, quality and quantity of the said work and material and as to the time and manner in which the same shall be furnished and done notwithstanding the certificates or approval of any Engineer, Officer or Agent of the Borough.

2.62 RELEASE OF LIENS

Upon completion of the work and before final payment is made, if requested in writing by the Borough, the Contractor shall furnish to the Borough a complete Release of Mechanics Liens signed by the Contractor and all of his subcontractors and materialmen. Failure of the Contractor to furnish such Release of Liens shall, at the discretion of the Borough, be sufficient reason to withhold the final payment until the Release is furnished.

2.63 GUARANTEE OF WORK

Except as otherwise expressly provided in the Contract Documents the Contractor unqualifiedly guarantees all work, for a period of one (1) year following the date of final completion and acceptance of the work, against all defects resulting from the use of materials, equipment or workmanship that are inferior, or defective, or not in accordance with the Contract Documents, as covered under the Maintenance Bond. Upon receiving written notice of such defects from the Engineer, the Contractor shall at his expense and risk promptly and without expense to the Borough correct all such defects and all damages to the remainder of the work to other property of the Borough or others resulting therefrom. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the

Contractor of responsibility under this Article. The Borough shall give notice of observed defects with reasonable promptness.

2.64 FINAL ACCEPTANCE

- A. Contractor shall perform and complete his work according to the Contract Documents without fault or defect of any kind. In absence of more specific directives, and insofar as applicable, the work shall:
1. be completed in a first-class manner;
 2. be placed in a thoroughly clean and unmarred condition;
 3. be checked out in a step-by-step manner to ascertain that all fastenings, controls, valves, safety devices, operating devices and other required appurtenances have been provided in accordance with the Contract Documents;
 4. be free of previously-condemned or rejected parts and be properly restored to the extent thereof; and
 5. be balanced for proper operation wherever adjustment for balancing may exist in the work.
- B. When this condition of completion exists, Contractor shall request final inspection by the Engineer who will visit the site and make the inspection. Where any inadequacies are encountered in the work, they will be noted on punch list. Contractor shall then remedy each and every punch list item in a manner directed and make the either work conform to the requirements of Contract Documents. Inspections of all punch list items shall then be requested by Contractor, and the Engineer or both will revisit and make final inspection.
- C. At final inspection, any items or work not then acceptable that have been recorded on punch list at time of prior inspection require Contractor to expedite correction of such items or work, and shall cause certificate of final payment to be withheld until the entire project is complete and acceptable. In addition, the Contractor shall be responsible for any added expense of Owner, such as cost of re-inspection expenses in connection therewith, such costs and expenses shall be deductible by the Borough from amount of final payment. Evidence of such costs, if charged to Contractor, will be given by the Borough to Contractor.

2.65 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified he shall remedy any defects due thereto and pay any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance by the Borough, as covered under the Maintenance Bond. The Borough shall give notice of observed defects with reasonable promptness. All questions arising under this clause shall be decided by the Engineer.

2.66 CONTRACTOR'S INSURANCE

- A. The Contractor agrees to accept, insofar as the work covered by the Contract is concerned, the provisions of the Workmen's Compensation Act and any supplements or amendments thereto, which have and which may hereafter be passed, and the Contractor will insure his liability thereunder, or file with the Commonwealth, and with the Municipality, a Certificate of Exemption from the Bureau of Workmen's Compensation of the Department of Labor and Industry, in accordance with the provisions of the Act of

the General Assembly of the Commonwealth of Pennsylvania, approved July 18, 1917, P.L. 1083, and all other provisions of the Workmen’s Compensation Laws now in force.

- B. The Contractor shall submit the Affidavit Accepting Provisions of the Workmen’s Compensation Act and certificates or other documentary evidence to the Municipality for approval, covering public liability and property damage insurance as well as any other insurance required by the Contract Documents.
- C. The Contractor shall provide insurance covering special hazards when required by the Specifications.
- D. The Contractor shall not commence work under this Contract until he has obtained, at his expense, all insurance required under this paragraph and such insurance has been approved by the Municipality, nor shall the Contractor allow any subcontractor to commence work in his subcontract until all similar requirements of the Contractor has been so obtained and approved.

1. **WORKMEN’S COMPENSATION INSURANCE** – In addition to the requirements above set forth for Workmen’s Compensation Insurance for all of his employees at the site of the project, the Contractor shall require his subcontractor similarly to provide Workmen’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the Contractor’s policy.

(1) Bodily Injury by Accident	\$100,000 Each Incident
(2) Bodily Injury by Disease	\$500,000 Policy Limit
(3) Bodily Injury by Disease	\$100,000 Each Employee

2. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** – The Contractor shall take out and maintain at his own expense during the life of this Contract, such public liability and property damage insurance as shall insure him and any subcontractor performing work covered by this Contract against claims for damages for personal injury including accidental death, as well as claims for property damages including damage or loss or property of the Municipality and all of its officers, agents, and employees, the Engineer, and all of its partners, agents and employees, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

(1) Bodily Injury/Property Damage	\$1,000,000 Each Occurrence
(2) Personal and Advertising Injury	\$1,000,000
(3) General Aggregate Limit	\$2,000,000
(4) Products/Complete Operations Aggregate Limit	\$2,000,000

Blasting-Limit, same as required for property damage. Blasting Collapse – Limit, same as required for property damage. The Property Damage Insurance shall specifically cover any damage suffered by the Borough as well as the public generally.

The Contractor shall also take out and maintain at his own expense during the life of this Contract in the amount set forth above comprehensive general liability, including: Contractual Liability, Completed Operations Liability, Protective Liability, Independent Contractor’s Liability.

3. AUTOMOBILE AND TRUCK INSURANCE

- (1) Bodily Injury/Wrongful Death \$1,000,000 Each Occurrence
- (2) Property Damage Insurance \$1,000,000

4. UMBRELLA LIABILITY COVERAGE – Umbrella coverage shall be provided and will apply over all liability policies, without exception, including but not limited to Workmen’s Compensation Liability, Public Liability, Property Damage Liability, Automobile Liability, and Professional Liability

- (1) Umbrella Coverage \$5,000,000

2.67 STEEL PRODUCTS PROCUREMENT ACT

The Contractor shall ensure that if any steel products are to be used or supplied in the performance of the contract the Contractor shall abide by the Pennsylvania Statutes Title 73. Trade and Commerce – Chapter 25. Steel Products Procurement Act (2013).

END OF SECTION 008000

SECTION 008200 – PREVAILING WAGE REQUIREMENTS

The following are to govern the Bidding and the Contract:

The following prevailing Minimum Wage Predetermination as issued by the Pennsylvania Department of Labor and Industry shall apply to all Work required by the Contract Documents.

The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Federal Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(see attached for further information)

END OF SECTION 008200

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

Project Name:	Wyomissing Public Works
Awarding Agency:	Wyomissing Borough
Contract Award Date:	8/16/2023
Serial Number:	23-06190
Project Classification:	Building
Determination Date:	7/11/2023
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Berks County

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

Project: 23-06190 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/27/2022		\$35.80	\$30.01	\$65.81
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$39.98	\$17.17	\$57.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$41.83	\$17.17	\$59.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$43.68	\$17.17	\$60.85
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2022		\$33.56	\$17.72	\$51.28
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$35.06	\$17.72	\$52.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$36.56	\$17.72	\$54.28
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$34.15	\$20.60	\$54.75
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Electricians	9/1/2022		\$40.52	\$25.63	\$66.15
Electricians	9/1/2023		\$42.52	\$25.08	\$67.60
Elevator Constructor	1/1/2023		\$56.46	\$38.36	\$94.82
Floor Coverer	5/1/2023		\$36.21	\$18.36	\$54.57
Floor Coverer	5/1/2024		\$37.64	\$18.36	\$56.00
Glazier	5/1/2023		\$37.71	\$23.68	\$61.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	5/1/2023		\$27.62	\$16.77	\$44.39
Laborers (Class 02 - see notes)	5/1/2023		\$29.62	\$16.77	\$46.39
Laborers (Class 03 - See notes)	5/1/2022		\$29.62	\$16.53	\$46.15

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

Project: 23-06190 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	5/1/2022		\$31.12	\$16.53	\$47.65
Laborers (Class 05 - See notes)	5/1/2023		\$29.62	\$16.77	\$46.39
Laborers (Class 06 - See notes)	5/1/2022		\$28.87	\$16.28	\$45.15
Marble Mason	5/1/2023		\$35.81	\$16.73	\$52.54
Marble Mason	5/1/2024		\$37.76	\$16.73	\$54.49
Marble Mason	5/1/2025		\$39.71	\$16.73	\$56.44
Millwright	5/1/2019		\$39.14	\$20.08	\$59.22
Operators (Building, Class 01 - See Notes)	5/1/2023		\$42.57	\$29.24	\$71.81
Operators (Building, Class 01A - See Notes)	5/1/2023		\$44.82	\$29.90	\$74.72
Operators (Building, Class 02 - See Notes)	5/1/2023		\$42.29	\$29.15	\$71.44
Operators (Building, Class 02A - See Notes)	5/1/2023		\$44.54	\$29.82	\$74.36
Operators (Building, Class 03 - See Notes)	5/1/2023		\$39.57	\$28.34	\$67.91
Operators (Building, Class 04 - See Notes)	5/1/2023		\$38.42	\$28.02	\$66.44
Operators (Building, Class 05 - See Notes)	5/1/2023		\$37.97	\$27.89	\$65.86
Operators (Building, Class 06 - See Notes)	5/1/2023		\$37.10	\$27.62	\$64.72
Operators (Building, Class 07A- See Notes)	5/1/2023		\$51.63	\$33.34	\$84.97
Operators (Building, Class 07B- See Notes)	5/1/2023		\$51.28	\$33.24	\$84.52
Painters Class 1 (see notes)	5/1/2023		\$31.09	\$23.19	\$54.28
Painters Class 2 (see notes)	5/1/2023		\$30.09	\$23.19	\$53.28
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
plumber	5/1/2023		\$52.48	\$34.56	\$87.04
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Steamfitters	5/1/2023		\$57.07	\$41.99	\$99.06
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$37.16	\$19.26	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$37.92	\$19.26	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$37.94	\$21.01	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.16	\$16.24	\$48.40
Tile & Marble Finisher	5/1/2024		\$34.11	\$16.24	\$50.35
Tile & Marble Finisher	5/1/2025		\$36.06	\$16.24	\$52.30
Tile & Marble Finisher	5/1/2026		\$38.01	\$16.24	\$54.25
Tile Setter	5/1/2023		\$35.81	\$16.73	\$52.54
Tile Setter	5/1/2024		\$37.76	\$16.73	\$54.49
Tile Setter	5/1/2025		\$39.71	\$16.73	\$56.44

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

Project: 23-06190 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 23-06190 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter	5/1/2023		\$35.32	\$19.09	\$54.41
Carpenter	5/1/2024		\$36.12	\$19.79	\$55.91
Carpenter	5/1/2025		\$36.87	\$20.49	\$57.36
Carpenter	5/1/2026		\$37.63	\$21.18	\$58.81
Cement Finishers	1/1/2017		\$27.70	\$20.20	\$47.90
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	5/30/2022		\$50.28	\$28.47	\$78.75
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Operators (Heavy, Class 01 - See Notes)	5/1/2023		\$41.14	\$28.82	\$69.96

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

Project: 23-06190 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 01 - See Notes)	5/1/2024		\$42.30	\$29.66	\$71.96
Operators (Heavy, Class 01 - See Notes)	5/1/2025		\$43.46	\$30.50	\$73.96
Operators (Heavy, Class 01 - See Notes)	5/1/2026		\$44.61	\$31.35	\$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2023		\$43.39	\$29.48	\$72.87
Operators (Heavy, Class 01A - See Notes)	5/1/2024		\$44.55	\$30.32	\$74.87
Operators (Heavy, Class 01A - See Notes)	5/1/2025		\$45.71	\$31.16	\$76.87
Operators (Heavy, Class 01A - See Notes)	5/1/2026		\$46.86	\$32.01	\$78.87
Operators (Heavy, Class 02 - See Notes)	5/1/2023		\$40.86	\$28.73	\$69.59
Operators (Heavy, Class 02 - See Notes)	5/1/2024		\$42.02	\$29.57	\$71.59
Operators (Heavy, Class 02 - See Notes)	5/1/2025		\$43.18	\$30.41	\$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		\$44.34	\$31.25	\$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2023		\$43.11	\$29.40	\$72.51
Operators (Heavy, Class 02A - See Notes)	5/1/2024		\$44.27	\$30.24	\$74.51
Operators (Heavy, Class 02A - See Notes)	5/1/2025		\$45.43	\$31.08	\$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		\$46.59	\$31.92	\$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2023		\$37.95	\$27.86	\$65.81
Operators (Heavy, Class 03 - See Notes)	5/1/2024		\$39.11	\$28.70	\$67.81
Operators (Heavy, Class 03 - See Notes)	5/1/2025		\$40.26	\$29.55	\$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		\$41.43	\$30.38	\$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2023		\$36.80	\$27.54	\$64.34
Operators (Heavy, Class 04 - See Notes)	5/1/2024		\$37.96	\$28.38	\$66.34
Operators (Heavy, Class 04 - See Notes)	5/1/2025		\$39.12	\$29.22	\$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		\$40.28	\$30.06	\$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2023		\$36.35	\$27.41	\$63.76
Operators (Heavy, Class 05 - See Notes)	5/1/2024		\$37.51	\$28.25	\$65.76
Operators (Heavy, Class 05 - See Notes)	5/1/2025		\$38.67	\$29.09	\$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		\$39.83	\$29.93	\$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2023		\$35.48	\$27.14	\$62.62
Operators (Heavy, Class 06 - See Notes)	5/1/2024		\$36.64	\$27.98	\$64.62
Operators (Heavy, Class 06 - See Notes)	5/1/2025		\$37.80	\$28.82	\$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		\$38.96	\$29.66	\$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2023		\$49.93	\$32.83	\$82.76
Operators (Heavy, Class 07A - See Notes)	5/1/2024		\$51.39	\$33.77	\$85.16
Operators (Heavy, Class 07A - See Notes)	5/1/2025		\$52.85	\$34.71	\$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		\$54.32	\$35.64	\$89.96
Operators (Heavy, Class 07B - See Notes)	5/1/2023		\$49.58	\$32.73	\$82.31
Operators (Heavy, Class 07B - See Notes)	5/1/2024		\$51.04	\$33.67	\$84.71
Operators (Heavy, Class 07B - See Notes)	5/1/2025		\$52.51	\$34.60	\$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		\$53.97	\$35.54	\$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2023		\$40.25	\$28.55	\$68.80
Operators (Highway, Class 01 - See Notes)	5/1/2024		\$41.41	\$29.39	\$70.80
Operators (Highway, Class 01 - See Notes)	5/1/2025		\$42.56	\$30.24	\$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		\$43.72	\$31.08	\$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2023		\$42.50	\$29.23	\$71.73

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

Project: 23-06190 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 01a - See Notes)	5/1/2024		\$43.66	\$30.07	\$73.73
Operators (Highway, Class 01a - See Notes)	5/1/2025		\$44.81	\$30.92	\$75.73
Operators (Highway, Class 01a - See Notes)	5/1/2026		\$45.97	\$31.76	\$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2023		\$39.08	\$28.20	\$67.28
Operators (Highway, Class 02 - See Notes)	5/1/2024		\$40.24	\$29.04	\$69.28
Operators (Highway, Class 02 - See Notes)	5/1/2025		\$41.39	\$29.89	\$71.28
Operators (Highway, Class 02 - See Notes)	5/1/2026		\$42.55	\$30.73	\$73.28
Operators (Highway, Class 03 - See Notes)	5/1/2023		\$38.39	\$27.99	\$66.38
Operators (Highway, Class 03 - See Notes)	5/1/2024		\$39.55	\$28.83	\$68.38
Operators (Highway, Class 03 - See Notes)	5/1/2025		\$40.70	\$29.68	\$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		\$41.87	\$30.51	\$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2023		\$37.94	\$27.86	\$65.80
Operators (Highway, Class 04 - See Notes)	5/1/2024		\$39.10	\$28.70	\$67.80
Operators (Highway, Class 04 - See Notes)	5/1/2025		\$40.26	\$29.54	\$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		\$41.41	\$30.39	\$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2023		\$37.42	\$27.72	\$65.14
Operators (Highway, Class 05 - See Notes)	5/1/2024		\$38.58	\$28.56	\$67.14
Operators (Highway, Class 05 - See Notes)	5/1/2025		\$39.73	\$29.41	\$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		\$40.89	\$30.25	\$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2023		\$40.48	\$28.62	\$69.10
Operators (Highway, Class 06 - See Notes)	5/1/2024		\$41.64	\$29.46	\$71.10
Operators (Highway, Class 06 - See Notes)	5/1/2025		\$42.80	\$30.30	\$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		\$43.95	\$31.15	\$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2023		\$42.73	\$29.28	\$72.01
Operators (Highway, Class 06/A - See Notes)	5/1/2024		\$43.89	\$30.12	\$74.01
Operators (Highway, Class 06/A - See Notes)	5/1/2025		\$45.05	\$30.96	\$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		\$46.21	\$31.80	\$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2023		\$48.86	\$32.51	\$81.37
Operators (Highway, Class 07/A - See Notes)	5/1/2024		\$50.32	\$33.45	\$83.77
Operators (Highway, Class 07/A - See Notes)	5/1/2025		\$51.79	\$34.38	\$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		\$53.25	\$35.32	\$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2023		\$47.44	\$32.10	\$79.54
Operators (Highway, Class 07/B - See Notes)	5/1/2024		\$48.91	\$33.03	\$81.94
Operators (Highway, Class 07/B - See Notes)	5/1/2025		\$50.37	\$33.97	\$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		\$51.84	\$34.90	\$86.74
Painters Class 2 (see notes)	5/1/2023		\$33.99	\$23.20	\$57.19
Painters Class 3 (see notes)	5/1/2023		\$40.09	\$23.20	\$63.29
Piledrivers	5/1/2023		\$35.32	\$19.09	\$54.41
Piledrivers	5/1/2024		\$36.12	\$19.79	\$55.91
Piledrivers	5/1/2025		\$36.87	\$20.49	\$57.36
Piledrivers	5/1/2026		\$37.63	\$21.18	\$58.81
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79

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

Project: 23-06190 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28

**AFFIDAVIT RE:
ACCEPTING PROVISIONS OF THE WORKMEN’S COMPENSATION ACT**

STATE OF _____

COUNTY OF _____

I state that I am _____ of _____, and that
Title Firm

I am authorized to make this affidavit on behalf of my firm, it owners, and officers, and being first duly sworn according to law, depose(s) and state(s) that:

I have accepted the provisions of the Workmen’s Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and have insured my liability thereunder in accordance with the terms of said Act with _____ (Surety Company).

Name

Signed

Title

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

Signature

My commission expires _____

SECTION 008600 – PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

PART 1 – GENERAL

1. The following Public Works Employment Verification Form shall be acknowledged and adhered to by the Contractor and Sub-Contractors. It is the Contractor's responsibility to meet the obligations set forth within this docket (2 pages).

PUBLIC WORK EMPLOYMENT VERIFICATION ACT

General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act ("the Act"), effective January 1, 2013, 43 P.S. §§167.1-167.11, use the Federal Government's E-Verify system to ensure that all employees performing work on the project, including subcontractor's employees, are authorized to work in the United States.

Verification Form. Verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the Department.

Contractor. Fax the Form, signed by authorized representative of the Contractor, possessing sufficient knowledge to make the representations and certifications in the Form to Contract Awards at 717-705-1504 within 7 days of the bid opening. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and will be subject to the enforcement activities, sanctions and civil penalties specified in the Act.

Subcontractor. Obtain a signed Form from every subcontractor performing work on the project, signed by authorized representative of the subcontractor, possessing sufficient knowledge to make the representations and certifications in the Form and submit it to the Representative when requesting subcontractor approval. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and will subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Include information about the requirements of the Act in all the subcontracts.

The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th and Herr Streets
Harrisburg, PA 17125
Fax: 717-214-3669



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Products ordered in advance.
 - 5. Owner-furnished products.
 - 6. Use of premises.
 - 7. Work restrictions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Wyomissing Public Works Facility
 - 1. Project Location: Borough of Wyomissing, Berks County, PA
- B. Owner: Borough of Wyomissing – 22 Reading Blvd., Wyomissing, PA 19610
 - 1. Owner's Representative: Jim Babb – Public Works Director
- C. Contractor: Firm engaged by Owner, in accordance with this document, is the Contractor for this project.
- D. Project Engineer: McCarthy Engineering Associates – James McCarthy, PE – 555 Van Reed Rd., Wyomissing, PA 19610
- E. The Work consists of the following:
 - 1. The Work will consist of the construction of a new building at the Wyomissing Public Works facility.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a multiple prime contract.

1.5 WORK PHASES

- A. The Work shall be conducted in one phase in accordance with the construction sequence.
- B. Before commencing Work, submit a schedule showing the sequence, commencement and completion dates.

1.6 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. Contractor is responsible for, at no cost to project owner, all repairs to areas damaged outside of project limits.
 - 1. Limits: Confine constructions operations to within boundary limits shown on referenced plans.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.
 - 1. Weekend Hours: Prior to working weekend hours, permission must be received from Construction Manager.
 - 2. Hours for Utility Shutdowns: Prior to interrupting utilities, permission must be received from Borough.
 - 3. All scheduled and unscheduled hours to perform this work shall be approved by the Borough.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Borough not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Borough's written permission. Contractor is responsible for providing temporary utility service to continue Owner's operations without interruption.

END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Contingency allowances.
- C. Testing and inspection allowances.
- D. Schedule of Values.
- E. Application for Payment.
- F. Change procedures.
- G. Defect assessment.
- H. Unit prices.
- I. Alternates.

1.2 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.
- B. Costs Not Included in Cash Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.
- C. Engineer Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Engineer in selection of products, and suppliers.
 - 2. Obtain proposals from suppliers and offer recommendations.
 - 3. Upon notification of selection by Engineer, execute purchase agreement with designated supplier.

4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Change Order.

1.3 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum/price for use upon Owner's instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.4 TESTING AND INSPECTION ALLOWANCES

- A. Costs Included in Testing and Inspecting Allowances:
 1. Cost of engaging testing and inspecting agency.
 2. Execution of tests and inspecting.
 3. Reporting results.
- B. Costs Not Included in Testing and Inspecting Allowance but Included in Contract Sum/Price:
 1. Costs of incidental labor and facilities required to assist testing or inspecting agency.
 2. Costs of testing services used by Contractor separate from Contract Document requirements.
 3. Costs of retesting upon failure of previous tests as determined by Engineer.
- C. Payment Procedures:
 1. Submit one copy of inspecting or testing firm's invoice with next Application for Payment.
 2. Pay invoice upon approval by Engineer.
- D. Testing and Inspecting Allowance Schedule:
- E. Differences in cost will be adjusted by Change Order.

1.5 SCHEDULE OF VALUES

- A. Submit printed schedule Contractor's standard form.

- B. Submit Schedule of Prices in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders with each Application for Payment.

1.6 APPLICATION FOR PAYMENT

- A. Submit two (2) copies of each Application for Payment.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.
- F. Submit three copies of waivers requested by Owner.
- G. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Affidavits attesting to off-Site stored products, if any.
 - 2. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

1.7 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.

- E. Engineer may issue Proposal Request or Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation.
- G. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's estimated price quotation or Contractor's request for Change Order as approved by Engineer.
- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for the Change Order.
- I. Construction Change Directive: Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- K. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- L. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- M. Change Order Forms: Contractor's standard Change Order Form.
- N. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- O. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.8 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be at discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer, and unit sum/price will be at discretion of Engineer.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.9 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on **Bid Form** are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work. These adjustments compared to the contracted (bid) price shall be reflected in a Final Price Change Order for record-keeping purposes of the OWNER by the Contractor.
- G. Measurement of Quantities:

1. Measurement by Area: Measured by square dimension using mean length and width or radius.
2. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
3. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

SECTION 013000 – ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions
- B. Preconstruction meeting
- C. Site mobilization meeting
- D. Progress meeting
- E. Preinstallation meeting
- F. Closeout meeting
- G. Alteration procedures

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordination scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- D. Coordinate Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of work.

- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.
- G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer and Owner will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Owner, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner-Contractor Agreement
 - 2. Submission of executed bonds and insurance certificates
 - 3. Distribution of Contract Documents
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule
 - 5. Designation of personnel representing parties in Contract, and Engineer
 - 6. Communication procedures
 - 7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 8. Scheduling
 - 9. Critical Work sequencing
- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

- A. Engineer will schedule and preside over meeting at Project Site prior to Contractor occupancy.
- B. Attendance Required: Engineer, Owner, Contractor, and major Subcontractors.
- C. Minimum Agenda:
 - 1. Use of premises by Owner and Contractor
 - 2. Owner's requirements and partial occupancy
 - 3. Construction facilities and controls

4. Temporary utilities
 5. Security and housekeeping procedures
 6. Schedules
 7. Procedures for testing
 8. Procedures for maintaining record documents
 9. Requirements for startup of equipment
 10. Inspection and acceptance of equipment put into service during construction period
- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance required: Job superintendent, major Subcontractors, and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
1. Review minutes of previous meetings
 2. Review of Work progress
 3. Field observations, problems, and decisions
 4. Identification of problems impeding planned progress
 5. Review of submittal schedule and status of submittals
 6. Review of off-Site fabrication and delivery schedules
 7. Maintenance of Progress Schedule
 8. Corrective measures to regain projected schedules
 9. Planned progress during succeeding work period
 10. Coordination of projected progress
 11. Maintenance of quality and work standards
 12. Effect of proposed changes on Progress Schedule and coordination
 13. Other business relating to work
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.6 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.

- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
 - 1. Review conditions of installation, preparation, and installation procedures.
 - 2. Review coordination with related Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.7 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer four days in advance of meeting date.
- D. Minimum Agenda:
 - 1. Start-up of facilities and systems
 - 2. Operations and maintenance manuals
 - 3. Testing, adjusting, and balancing
 - 4. System demonstration and observation
 - 5. Operation and maintenance instructions for Owner's personnel
 - 6. Contractor's inspection of work
 - 7. Contractor's preparation of an initial "punch list"
 - 8. Procedure to request Engineer inspection to determine date of Substantial Completion
 - 9. Completion time for correcting deficiencies
 - 10. Inspections by authorities having jurisdiction
 - 11. Certificate of Occupancy and transfer of insurance responsibilities
 - 12. Partial release of retainage
 - 13. Final cleaning
 - 14. Preparation for final inspection
 - 15. Closeout Submittals:
 - a. Project record documents
 - b. Operating and maintenance documents
 - c. Operating and maintenance materials
 - d. Affidavits
 - 16. Final Application for Payment
 - 17. Contractor's demobilization of Site
 - 18. Maintenance

- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

PART 2 - PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 ALTERATION PROCEDURES

- A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with owner in scheduling operations to minimize conflict and to permit continuous usage.
 - 1. Perform Work not to interfere with operations of occupied areas.
 - 2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
 - 3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.
- C. Employ skilled and experienced installer to perform alteration and renovation Work.
- D. Cut, move, and remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 017000 – Execution and Closeout Requirements.
- E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
- H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to specified condition.
- J. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Engineer for review.
- L. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.
- M. Finish surfaces as specified in individual product Sections.

END OF SECTION 013000

SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals
- B. Quality assurance
- C. Bar chart schedules
- D. Review and evaluation
- E. Updating schedules
- F. Distribution

1.2 SUBMITTALS

- A. Within 10 days after date established in Notice to Proceed, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Participate in review of preliminary and complete network diagrams jointly with Engineer.
- C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- D. Within ten (10) days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.
- E. Submit updated network schedules with each Application for Payment.
- F. Submit number of opaque reproductions Contractor requires, plus two (2) copies Engineer will retain.
- G. Submit network schedules under transmittal letter form specified in Section 013300 – Submittal Procedures.
- H. Schedule Updates:
 - 1. Overall percent complete, projected and actual
 - 2. Completion progress by listed activity and sub-activity, to within five (5) working days prior to submittal
 - 3. Changes in Work scope and activities modified since submittal

4. Delays in submittals or resubmittals, deliveries, or Work
5. Adjusted or modified sequences of Work
6. Other identifiable changes
7. Revised projections of progress and completion

I. Narrative Progress Report

1. Submit with each monthly submission of Progress Schedule
2. Summary of Work completed during the past period between reports
3. Work planned during the next period
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones
6. Corrective action taken or proposed

1.3 NETWORK ANALYSIS SCHEDULES

- A. Prepare network analysis diagrams and supporting mathematical analyses using critical path method.
- B. Illustrate order and interdependence of activities and sequence of Work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.
- C. Illustrate complete sequence of construction by activity, identifying Work of separate stages. Indicate dates for submittals and return of submittals; dates for procurement and delivery of products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.
- D. Mathematical Analysis: Tabulate each activity of detailed network diagrams using calendar dates, and identify for each activity:
 1. Preceding and following event numbers
 2. Activity description
 3. Estimated duration of activity, in maximum fifteen (15) day intervals. Status of critical activities
 4. Earliest start date
 5. Earliest finish date
 6. Actual start date
 7. Actual finish date
 8. Latest start date
 9. Latest finish date
 10. Total and free float; accrue float time to Owner and to Owner's benefit
 11. Monetary value of activity, keyed to Schedule of Values
 12. Percentage of activity completed
 13. Responsibility

- E. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and recomputing of scheduled dates and float.
- F. Required Sorts: List activities in sorts or groups:
 - 1. By preceding Work item or event number from lowest to highest
 - 2. By longest float, then in order of early start
 - 3. By responsibility in order of earliest possible start date
 - 4. In order of latest allowable start dates
 - 5. In order of latest allowable finish dates
 - 6. Contactor's periodic payment request sorted by Schedule of Values list
 - 7. List of basic input data-generating report
 - 8. List of activities on critical path
- G. Prepare sub-schedules for each stage of Work and Sequencing of Construction Plan identified in Section 011000 – Summary.
- H. Coordinate contents with Schedule of Values in Section 013300 – Submittal Procedures.

1.4 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times
 - c. Move-in and other preliminary activities
 - d. Equipment and equipment system test and startup activities
 - e. Project closeout and cleanup
 - f. Work sequences, constraints, and milestones
 - 2. Listings identified by Specification Section number.
 - 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week
 - b. Duration, early start, and completion for each activity and sub-activity
 - c. Critical activities and Project float
 - d. Sub-schedules to further define critical portions of Work

1.5 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.

- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within ten (10) days.

1.6 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Total Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

1.7 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, and Owner.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 013216

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 6. Divisions 02 through 33 Sections for specific requirements for submittals in those Sections.

1.2 DEFINITIONS

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

1.3 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Construction Manager or Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Construction Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's or Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager or Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Construction Manager's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Construction Manager or Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Construction Manager.
 - d. Name and address of Engineer.
 - e. Name and address of Contractor.
 - f. Name and address of subcontractor.
 - g. Name and address of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Construction Manager.
 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Construction Manager will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Construction Manager or Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Approved".
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- K. Use for Construction: Use only final submittals with mark indicating "Approved" taken by Construction Manager.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

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

- c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit two opaque (bond) copies of each submittal. Two copies shall be submitted to Engineer who will return one copy. One copy shall be submitted to Construction Manager.
 4. Number of Copies: Submit two opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit three copies where copies are required for operation and maintenance manuals. Construction Manager will retain one copy; remainder will be returned.
 5. Emailed submittals are preferred.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit four copies of product schedule or list, unless otherwise indicated. Three copies shall be submitted to Engineer who will return two copies. One copy shall be submitted to Construction Manager.
 - a. Mark up and retain one returned copy as a Project Record Document.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's or Engineer's action.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Number of Copies: Submit four copies of subcontractor list, unless otherwise indicated. Three copies shall be submitted to Engineer who will return two copies. One copy shall be submitted to Construction Manager.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. One copy shall be submitted to both the Engineer and the Construction Manager. No copies will be returned.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- G. **Manufacturer Certificates:** Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. **Product Certificates:** Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. **Material Certificates:** Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. **Material Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. **Schedule of Tests and Inspections:** Comply with requirements specified in Division 01 Section "Quality Requirements."
- M. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Q. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.

6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- T. Construction Photographs: Comply with requirements specified in Division 01 Section "Photographic Documentation."
- U. Material Safety Data Sheets (MSDSs): Submit information to Construction Manager and Engineers.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Construction Manager.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Construction Manager and Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 CONSTRUCTION MANAGER'S OR ENGINEER'S ACTION

- A. General: Construction Manager or Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Construction Manager or Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it.

Construction Manager or Engineer will stamp each submittal with an action stamp and will

Construction Manager or Engineer will transmit a letter referencing each submittal with comments provided appropriately to indicate action taken, as follows:

1. No Exceptions Taken.
 2. Reviewed as noted.
 3. Not Approved, Revise and Resubmit.
 4. Not Reviewed.
 5. Action Not Required.
- C. Informational Submittals: Construction Manager or Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
 - D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
 - E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality Control
- B. Tolerances
- C. References
- D. Testing and inspection services
- E. Manufacturer's field services

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply with specified standards as the minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of work in such manner and by such means to ensure that work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions/position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date for receiving bids except where specific date is established by code.
- C. Obtain copies of standards and maintain on site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with the Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 TESTING AND INSPECTION SERVICES

- A. Engineer will perform inspections and other services specified in individual Specification Sections and as required by Owner.
- B. Inspections and source quality may occur on or off the project site. Perform off-site testing as required by Owner.
- C. Reports shall be submitted to Contractor and authorities having jurisdiction in duplicate, indicating observations and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of work previously reported as noncompliant.
- D. Re-inspection required because of nonconformance with specified or indicated requirements shall be performed by the Engineer. Payment for re-inspection will be charged to Contractor by deducting inspection charges from Contract Sum/Price.

1.6 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer **10** days in advance of required observations. Observer is subject to approval of Engineer.

- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 013300 – Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Temporary facilities under Construction Management Agreement
- B. Temporary Utilities:
 - 1. Temporary electricity
 - 2. Temporary lighting for construction purposes
 - 3. Communication services
 - 4. Temporary water service
 - 5. Temporary sanitary facilities
- C. Construction Facilities:
 - 1. Field office and sheds
 - 2. Progress cleaning and waste removal
 - 3. Traffic regulation
 - 4. Fire-prevention facilities
- D. Temporary Controls:
 - 1. Barriers
 - 2. Enclosures and fencing
 - 3. Water control
 - 4. Dust control
 - 5. Erosion and sediment control
 - 6. Noise control
 - 7. Pest and rodent control
 - 8. Pollution control
- E. Removal of utilities, facilities, and controls

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 TEMPORARY FACILITIES UNDER CONSTRUCTION MANAGEMENT AGREEMENT

- A. Temporary Provisions Provided by Construction Manager:
 - 1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures.
 - 2. Temporary field offices.
 - 3. Cleaning during construction.
 - 4. Access roads and approaches.

5. Temporary sanitary facilities.
 6. Temporary electrical service and distribution system for power and lighting.
 7. Temporary telephone and internet service.
- B. Each Contractor: Coordinate provisions with Construction Manager and provide the following items as necessary for execution of the work including associated costs:
1. Construction aids.
 2. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
 3. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
 4. On Construction Manager's approval, may provide temporary field office including electrical service and temporary telephone.
 5. Temporary tree and plant protection.
 6. Electrical service required in addition to temporary service and distribution provided by Construction Manager.
 7. Temporary provisions for protection of installed Work.

1.4 TEMPORARY ELECTRICITY

- A. Contractors are to provide sufficient electricity generation for operation of tools and lighting. Any substantial electricity required for job trailers, etc. beyond generator capacity needing a tap into existing utilities should be coordinated with the local utility provider.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations.
- B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtailed, lamps, and the like, for specified lighting levels.
- D. Maintain lighting and provide routine repairs.
- E. Permanent building lighting shall not be used during construction.

1.6 COMMUNICATION SERVICES

- A. Telephone Service: Provide, maintain, and pay for telephone service to field office at time of Project mobilization and until completion of Work.
- B. Facsimile Service: Provide, maintain, and pay for facsimile service to field office and Engineer's office at time of Project mobilization and until completion of Work.
- C. Internet Service: Provide, maintain, and pay for broadband internet service to field office at time of

Project mobilization. Provide desktop computer with Microsoft operating system and appropriate office function software, modem, and printer.

1.7 TEMPORARY WATER SERVICE

- A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations. Connect to existing water source.

1.8 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures, to include at least one portable toilet.

1.9 FIELD OFFICES AND SHEDS

- A. Field Office: Portable or mobile buildings, weathertight, with lighting, electrical outlets, communication lines, and ventilating equipment, and equipped with sturdy furniture including table, chairs, drawings rack, waste and recycling containers, and file storage.
- B. Provide space for Project Meetings, with table and chairs to accommodate four people.
- C. Locate field offices and sheds a minimum distance of 25 feet from existing structures.
- D. Do not use permanent facilities for field offices or for storage.
 - 1. Communication Services: As specified in this Section.
- E. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 016000 – Product Requirements.
- F. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.
- G. Maintenance and Cleaning
 - 1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
 - 2. Maintain walks free of mud, water, snow, and the like.
- H. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Collect and remove waste materials, debris, and rubbish from the Site. Comply with Section 017419 – Construction Waste Management and Disposal.

1.11.1 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
 - 1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: as approved by authorities having jurisdiction.
 - 2. Traffic Cones, Drums, Flares, and Lights: as approved by authorities having jurisdiction.
 - 3. Flag Person Equipment: as required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
 - 1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
- E. Traffic Signs and Signals:
 - 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
 - 3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- F. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.
 - 3. Remove post settings to depth of 2.

1.12 FIRE-PREVENTION FACILITIES

- A. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- B. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.

1. Provide minimum of one fire extinguisher in every construction trailer and storage shed.

1.13 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.14 ENCLOSURES AND FENCING

- A. Construction: Contractor's option.
- B. Provide 6-foot-high fence around construction Site; equip with construction vehicle and pedestrian gates with locks.
- C. Exterior Enclosures:
 1. Provide temporary weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.15 WATER CONTROL

- A. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.16 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere and adjacent properties.

1.17 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.

- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- F. Comply with any sediment and erosion control plans indicated on Drawings.

1.18 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.19 PEST AND RODENT CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work and entering facilities.

1.20 POLLUTION CONTROL

- A. Provide methods, means, and facilities, to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion.
- B. Clean and repair damage caused by installation or use of temporary Work.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Product delivery requirements
- C. Product storage and handling requirements
- D. Product options
- E. Equipment electrical characteristics and components

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.
- E. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- F. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Comply with delivery requirements in Section 017419 – Construction Waste Management and Disposal
- B. Transport and handle products according to manufacturer's instructions.
- C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

- D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer’s instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports above ground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 012500 – Substitution Procedures.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 016000

SECTION 017000 – EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Field engineering
- B. Closeout procedures
- C. Product warranties and product bonds
- D. Examination
- E. Preparation
- F. Execution
- G. Cutting and patching
- H. Protecting installed construction
- I. Final cleaning

1.2 FIELD ENGINEERING

- A. Employ land surveyor registered in State of PA and acceptable to Engineer.
- B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Control datum for survey is established by Owner-provided survey.
- D. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- F. Submit copy of certificate signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- G. Maintain complete and accurate log of control and survey Work as Work progresses.
- H. On completion of Site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction.
- I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

- J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- K. Final Property Survey: Prior to Substantial Completion, prepare final property survey illustrating locations, dimensions, angles, and elevations of buildings and Site Work that have resulted from construction indicating their relationship to permanent bench marks and property lines.
 - 1. Show significant features (real property) for Project
 - 2. Include certification on survey, signed by surveyor, that principal metes, bounds, lines, levels, and elevations of Project are accurately shown.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 - 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 - 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 - 6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
 - 7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 - 8. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
 - 1. When Contractor considers Work to be substantially complete, submit to Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete
 - b. List of items to be completed or corrected (initial punch list)

2. Within 7 days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, with reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer/Owner.
 - c. Engineer/Owner will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 4. When Engineer finds that Work is Substantially Complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion on EJCDC C-625 – Certificate of Substantial Completion or other Borough-authorized form, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment:
1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed
 - b. Work has been examined for compliance with Contract Documents
 - c. Work has been completed according to Contract Documents
 - d. Work is completed and ready for final inspection
 2. Submittals: Submit the following:
 - a. Final punch list indicating all items have been completed or corrected
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents
 - d. Accounting statement for final changes to Contract Sum
 - e. Contractor's affidavit of payment of debts and claims
 - f. Contractor's affidavit of release of liens (see bidding/contract administration documents)

- g. Consent of surety to final payment (see bidding/contract administration documents)

3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within 7 days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
2. Should Engineer or Owner consider Work to be incomplete or defective:
 - a. Engineer/Owner will promptly notify Contractor in writing, listing incomplete or defective Work
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete
 - c. Engineer/Owner will reinspect Work
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's and Owner's inspection

1.4 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed by responsible Subcontractors, suppliers, and manufacturers within ten (10) days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Submit prior to final Application for Payment.
- F. Time of Submittals:
 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 2. Make other submittals within ten (10) days after date of Substantial Completion, prior to final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten (10) days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices deigned and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.

3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect/Engineer for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with the entire Project.
 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 1. Refer questionable mounting height choices to Architect/Engineer for final decision.
 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ original installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 1. Structural integrity of element
 2. Integrity of weather-exposed or moisture-resistant elements
 3. Efficiency, maintenance, or safety of element
 4. Visual qualities of sight-exposed elements
 5. Work of Owner or separate contractor
- C. Execute cutting, fitting, and patching to complete Work and to:
 1. Fit the several parts together, to integrate with other Work
 2. Uncover Work to install or correct ill-timed Work
 3. Remove and replace defective and nonconforming Work
 4. Remove samples of installed Work for testing
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work

- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- I. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
 - 1. Employ experienced personnel
- B. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- C. Clean debris from drainage systems.
- D. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION 017000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction waste management plan
2. Construction waste recycling
3. Construction waste adaptive reuse

1.2 PLAN REQUIREMENTS

A. Develop and implement construction waste management plan as approved by Engineer.

B. Related Sections include the following:

1. Divert construction, demolition, and land-clearing debris from landfill disposal.
2. Redirect recyclable material back to manufacturing process.
3. Generate cost savings or increase additional cost to Project for waste disposal.

1.3 SUBMITTALS

A. Section 013300 – Submittal Procedures contains requirements for submittals.

B. Construction Waste Management Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:

1. Transportation company hauling construction waste to waste processing facilities.
2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
3. Construction waste materials anticipated for recycling and adaptive reuse.
4. On-Site sorting and Site storage methods.

C. Submit documentation with each application for payment sustaining construction waste management plan was maintained and goals are being achieved.

1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
2. Salvaged material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees,

transportation costs, container rentals, taxes for total cost of disposal, and reimbursements due to salvage resale.

3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.4 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Implement construction waste management plan at start of construction.
- B. Review construction waste management plan at preconstruction meeting and progress meetings specified in Section 013000 – Administrative Requirements.
- C. Distribute approved construction waste management plan to Subcontractors and other affected by plan requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Purchase products to prevent waste by:
 1. Ensuring correct quantity of each material is delivered to Site.
 2. Choosing products with minimal or no packaging.
 3. Requiring suppliers to use returnable pallets or containers.
 4. Requiring suppliers to take or buy back rejected or unused items.

1.5 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or comingling method suitable to sorting and processing method of selected recycling center. Dispose nonrecyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Comingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.

PART 2 - PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.

- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose of construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION 017419