

**PROJECT MANUAL – SPECIFICATIONS  
VOLUME 1 OF 2 - LEGAL**

**LANCASTER TOWNSHIP POLICE DEPARTMENT  
ADDITIONS AND RENOVATIONS**

**1250 Maple Avenue, Lancaster, PA 17603**

**for**

**LANCASTER TOWNSHIP**

**August 28, 2024**

## SPECIFICATION INDEX

## LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS AND RENOVATIONS

## LANCASTER TOWNSHIP

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### DOCUMENT 00 01 01 - PROJECT TITLE PAGE

#### PROJECT NAME:

Lancaster Township Police Department Additions and Renovations  
1250 Maple Avenue  
Lancaster, PA 17603

#### OWNER:

Lancaster Township  
1240 Maple Avenue  
Lancaster, PA 17603

Architect Project No.: 24-LT-01

### DESIGN PROFESSIONALS OF RECORD:

#### ARCHITECT:

MAROTTA/MAIN ARCHITECTS  
Connie King  
214 North Duke Street  
Lancaster, PA 17602  
P: 717.393.3211  
F: 717.393.3212  
E: cmk@marottamain.com

#### ENGINEERS/CONSULTANTS:

MECHANICAL      Evolution Building Services, LLC  
ELECTRICAL      Todd Postlethwait  
PLUMBING        705 Corvair Road  
                     Lancaster, PA 17601  
                     P: 717.203.9751  
                     E: toddmepdesign@comcast.net

STRUCTURAL      Joseph Barbato Associates, LLC  
                     Michael H. Sheer, Elias Rhoads  
                     100 Chadds Ford Professional Center 6 Dickinson Drive, Suite 103  
                     Chadds Ford, PA 19317-9689  
                     P: 610.558.6050  
                     E: msheer@jbarbato.com; erhoads@jbarbato.com

SITE / CIVIL:      Harbor Engineering, Inc.  
                     Steve Gergely  
                     41 South Main Street  
                     Manheim, PA 17545  
                     P: 717.665.9000  
                     E: sgergely@harborengineering.com

END OF SECTION 00 01 01

**SECTION – 00 01 15 - LIST OF DRAWING SHEETS**

**PART 1 - List of Drawing Sheets**

**1.1 LIST OF DRAWINGS**

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Lancaster Township Police Department Additions and Renovations dated 28 August, 2024, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

**ARCHITECTURAL**

- CS.1 COVER SHEET
- A0.1 CODE ANALYSIS & NOTES
- A0.2 LIFE SAFETY PLANS
- AD1.1 LOWER AND UPPER LEVEL DEMOLITION FLOOR PLANS
- AD1.2 ROOF DEMO PLAN
- A1.1 OVERALL SITE PLAN
- A1.2 LOWER AND UPPER LEVEL FLOOR PLANS
- A1.3 ALTERNATE PARTIAL FLOOR PLAN/ SECTION/ DETAILS
- A2.1 EXTERIOR ELEVATIONS
- A2.2 EXTERIOR ELEVATIONS
- A4.1 WALL SECTIONS
- A4.2 WALL SECTIONS
- A5.1 EXISTING CONDITIONS AND DEMOLITION PLANS
- A5.2 ALTERNATE ROOF PLAN & DETAILS
- A6.1 UPPER AND LOWER LEVEL REFLECTED CEILING PLAN
- A8.1 INTERIOR FLOOR PLANS
- A8.2 ENLARGED TOILET AND SHOWER PLANS AND ELEVATIONS
- A8.3 ENLARGED TOILET AND SHOWER PLANS AND ELEVATIONS
- A8.4 ENLARGED WORK ROOM AND STAFF KITCHEN PLANS AND ELEVATIONS
- A8.5 ACCESSIBILITY DETAILS
- A9.1 DOOR AND WINDOW SCHEDULES AND TYPES & DETAILS
- A10.1 FINISH SCHEDULE
- A10.2 UPPER AND LOWER FLOOR FINISH PLANS

**MECHANICAL**

- D0.1 HVAC COVER SHEET
- M0.1 HVAC COVER SHEET
- M1.1 HVAC PLANS

**ELECTRICAL**

- E0.1 ELECTRICAL COVER SHEET
- E1.1 POWER PLANS
- E2.1 LIGHTING PLANS

**PLUMBING**

- P0.1 PLUMBING COVER SHEET
- P1.1 DOMESTIC PLUMBING PLANS
- P2.1 SANITARY PLUMBING PLANS

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### **CIVIL**

- 1 of 6 EXISTING CONDITIONS AND DEMOLITION PLANS
- 2 of 6 LAYOUT PLAN
- 3 of 6 PCSM PLAN
- 4 of 6 E&S CONTROL PLAN
- 5 of 6 SITE DETAILS
- 6 of 6 PCSM DETAILS

### **SECURITY / AV / ACCESS CONTROL**

- 1 POWER PLANS

**END OF SECTION 00 01 15**

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### DOCUMENT 00 11 13 – ADVERTISEMENT TO BID

#### 1.1 PROJECT INFORMATION

- A. Notice: Qualified bidders are invited to submit proposals for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Lancaster Township Police Department Additions & Renovations
- C. Project Location: 1250 Maple Avenue, Lancaster, PA 17603
- D. Owner: Lancaster Township, 1240 Maple Avenue, Lancaster, PA 17603.
  - 1. Owner Representatives: Michael R. Hamlin, Director of Public Works (Retired)
- E. Architect: MAROTTA/MAIN ARCHITECTS, 214 North Duke Street, Lancaster, PA 17602.
- F. Owner's Representative: N/A
- G. Project Description: Project consists of comprehensive renovations and garage addition, associated mechanical, electrical, and plumbing work, site work, utility relocation, and minor stormwater work.
- H. Construction Contract: Bids will be received for the following Work:
  - 1. General Building Construction.

#### 1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed proposals until the time and date at the location indicated below. Owner will consider proposals prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
  - 1. Bid Date: September 25, 2024.
  - 2. Bid Time: 10:00 a.m., local time.
  - 3. Location: Lancaster Township Municipal Building, 1240 Maple Avenue, Lancaster, PA 17603.
- B. Bids will be thereafter publicly open and read aloud at the public meeting room at 1240 Maple Avenue.

#### 1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 10% percent of the proposal amount. No proposal may be withdrawn for a period of 60 days after opening, except as permitted under the Bid Withdrawal Act 73 P.S. Section 1602. However, this time period is extended to 120 days if the award of a contract is delayed due to the required approval by another government agency, the sale of bonds or the award of a grant. Owner reserves the right to reject any and all bids and to waive informalities and irregularities to the extent permitted by Pennsylvania law.

#### 1.4 PREBID CONFERENCE

- A. A non-mandatory pre-bid conference for all bidders will be held at the Lancaster Township Municipal Building, 1240 Maple Avenue, Lancaster, PA 17603 followed by a walk-through of the site at 1250 Maple Avenue, Lancaster, PA 17603, on September 04, 2024, at 3:00 p.m. local time. Prospective bidders are

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required to attend the Pre-Bid meeting or schedule a site visit with the facilities personnel from the Township to visit and inspect the site. The Pre-Bid meeting report will be provided to all plan holders.

### **1.5 DOCUMENTS**

- A. Electronic Bid Documents: Obtain on or after August 28, 2024, by contacting the Architect's office – please reach out to Camryn Bryan, Project Administrator, at [cdb@marottamain.com](mailto:cdb@marottamain.com). Documents will be provided to prime bidders only; only complete sets of documents will be issued.
  - 1. Deposit: No deposit required.
- B. Any Prime Contractor that intends to bid the project through receipt of documents from sources other than the Architect, must notify the Architect's Office of their intent to bid.

### **1.6 TIME OF COMPLETION**

- A. Successful bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.
  - 1. All work shall be substantially completed by February 7, 2025.
  - 2. Full and final completion of the project shall be February 21, 2025.

### **1.7 BIDDER'S QUALIFICATIONS**

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

**END OF DOCUMENT 00 11 13**

**SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 DEFINITIONS**

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and any other documents identified as part of the Contract Documents in the Agreement Between the Owner and Contractor.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents. Any modifications to the Bidding Documents will be issued via written Addendum.
- 1.3 All Addenda are written or graphic instruments issued by the Architect prior to the submission of the Bid which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly signed Bid Form to do the Work for the sums quoted therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for quoted costs stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Owner.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents.
- 1.8 A Base Bid Unit Cost Allowance is an amount to be included in the Base Bid and is based on a fixed quantity of a specific item that is offered by the Bidder via a unit price provided by the Bidder.
- 1.9 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.10 The term "Owner" refers to Lancaster Township.
- 1.11 The term "Contract" and "Agreement" are used interchangeably.
- 1.12 The term "Architect" or "Architect/Engineer" refers to MAROTTA / MAIN ARCHITECTS.

**ARTICLE 2 BIDDER'S REPRESENTATIONS**

- 2.1 Each Bidder by making its Bid represents that:
  - 2.1.1 It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
  - 2.1.2 It has visited the Project site, has familiarized itself with the local conditions under which the Work is to be performed such as locations, accessibility and general character of the site, and has correlated its observations with the requirements of the Contract Documents.
  - 2.1.3 Its Bid is based upon the materials, systems and equipment required by the entire set of Bidding Documents, without exception. It has carefully examined each and every Bidding Document in order to determine the exact nature and scope of its Work.

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- 2.1.4 It is prepared to accept the Project in whatever condition it is in on the date the Contract is executed, without representation or warranty of any kind, express or implied, by the Owner or by any other person or entity. It has examined and familiarized itself with all existing conditions including, without limitation, all applicable laws, permits, codes, ordinances, rules and regulations that will affect the Work.
- 2.1.5 It has visited the Project site and ascertained all conditions that will in any manner effect the Work. It has requested in writing any additional information from the Owner, Architect or any other party which it deemed necessary. The Owner makes no representation as to the accuracy or completeness of any requested information furnished, and the delivery thereof shall not be deemed to constitute such a representation.
- 2.1.6 It acknowledges that it is responsible to coordinate with all Contractors performing Work at the Project. Similarly, it is responsible to such Contractors performing Work at the Project if its actions or omissions cause any damage or delay to such Contractors.
- 2.1.7 It is responsible for the maintenance and observance of sound labor practices by itself and its Subcontractors, and shall take all steps reasonably necessary to avoid labor disputes and the potential delay and disruption arising therefrom. The prevailing minimum wages as predetermined by the Pennsylvania Department of Labor and Industry, shall be paid to workmen employed in the performance of these Contracts.
- 2.1.8 No extra charge will be allowed for ignorance of Contract requirements or Project site conditions. The interrelationship of all Bidding Documents must be carefully examined.
- 2.1.10 It has examined the Bidding Documents and is completely aware of all Work, materials and/or services to be provided to enable the completion of the Work in accordance with the Bidding Documents: Lancaster Township Police Department Additions and Renovations.

### **ARTICLE 3 BIDDING DOCUMENTS**

#### **3.1 COPIES**

- 3.1.1 A complete electronic copy set of Bidding Documents may be obtained as set forth in the Advertisement or Invitation to Bid. For viewing purposes, copies of the Drawings and Specifications are on file at the following plan rooms: Altoona Builders Exchange, Bid Ocean, ConstructConnect, Construction Information Systems, Construction Journal, Dodge Data & Analytics, North American Procurement Council, PA Builders Exchange.
- 3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner and the Architect in making electronic copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and performing the Work defined thereunder and do not confer a license or grant for use other than for the construction of the Project.

#### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.**

- 3.2.1 The Drawings have been prepared by the Architect on the basis of surveys and inspections of the Project, and represent a reasonably accurate indication of the physical conditions at the Project. This, however, does not impose responsibility therefore on the Owner and does not relieve the Bidder of the necessity for fully informing itself as to existing physical conditions. The Owner makes no representation as to the accuracy or completeness of such Drawings, and the delivery or use of such Drawings shall not be deemed to constitute such a representation.
- 3.2.2 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents, or of the Project site and local conditions.

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- 3.2.3 Bidders requiring clarification or interpretation of the Bidding Documents shall submit written requests to the Architect, which shall be received by the Architect no later than seven (7) calendar days prior to the date for receipt of Bids. No oral questions from Bidders will be reviewed or accepted. Also, no questions will be received by the Owner. Any conflict, inconsistency, or discrepancy in the Bidding Documents shall be reported to the Architect at least seven (7) calendar days prior to submission of the Bid.
- 3.2.4 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such other interpretations, corrections and changes.
- 3.2.5 It shall be the duty of each prospective Bidder to ascertain if Addenda have been issued and which Addenda, if any, effect the Work to be covered by the Contract for the Bid of such prospective Bidder.

### 3.3 SUBSTITUTIONS

- 3.3.1 The various materials and products specified in the Specifications by name or description are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the Bidder to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or substitution meeting or exceeding the minimum standard of quality, as determined by the Architect as evidenced by Addenda." A Bid containing a substitution which does not meet the Specifications may be declared non-responsive. Where products or manufacturers are listed with the words "No Substitutions" or approved substitutions "None", these items are proprietary and the sole acceptable source for this Project, and no substitutions will be permitted.
- 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least seven (7) calendar days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including, but not limited to, drawings, cuts, performance test data, manufacturer's warranty and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that result from the substitution shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Architect's decision of approval or disapproval of a proposed substitution shall be final and binding.
- 3.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

### 3.4 ADDENDA

- 3.4.1 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.2 Each Bidder shall acknowledge receipt of all Addenda in its Bid by including a listing of same on the Bid Form.
- 3.4.3 Failure of any Bidder to receive such Addenda shall not relieve such Bidder from any obligation under its Bid as submitted.

## ARTICLE 4 BIDDING PROCEDURE

### 4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on the separate Bid Forms included with the Bidding Documents for that purpose. Bids are being received at this time for Lancaster Township Police Department Additions and Renovations. Bidders may only submit one (1) Bid per Contract.

4.1.2 Bids shall be submitted using forms provided, shall include the following:



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- (a) Bid Form, each signed and sealed;
  - (b) Bid Bond, each signed and sealed, or other form of Bid Security specifically permitted herein;
  - (d) Alternates Form, each signed
  - (e) Non-Collusion Affidavit, each signed and sealed; and the
  - (f) Statement of Bidder's Qualifications and Financial Disclosure.
- 4.1.3 The above items shall be tabbed and assembled in a "SET" in the order above, starting with the Bid Form, and be stapled in the upper left corner. One complete "SET" shall be submitted in the sealed envelope described in Paragraph 4.1.10 of the Instructions to Bidders.
- 4.1.4 No Bid will be considered which is submitted other than on the Bid Form enclosed with this Project Manual, or an exact copy thereof.
- 4.1.5 All blanks on the Bid Form, including, without limitation, for the Base Bid with Alternates that may affect the Contract for which they are submitting a Bid shall be filled in by typewriter or manually in ink. Alternate Bids shall have the price appearing in written form where indicated, along with corresponding price in numerical form. If a blank on the Bid Form will not change the Base Bid or does not apply to the Contract for which the Bid is submitted, mark such item "No Change to the Base Bid". If a blank requesting a price is not filled in for a Base Bid or Alternate, the Owner shall have the option to either reject the entire Bid or consider the blank to reflect an amount of zero (\$0.00).
- 4.1.6 Any interlineation, alteration or erasure must be initialed by the signer of the Bid Form.
- 4.1.7 All requested Alternates shall be bid, if no change in the Base Bid is required enter "No Change" or "\$0.00."
- 4.1.8 The Bidder shall sign and complete the Bid Form properly in accordance with the following:
  - (a) If the Bidder is an individual the Bid Form shall be executed by him/her personally, his/her signature shall be witnessed, his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.
  - (b) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by one or more of the authorized general partner(s), the signature(s) shall be witnessed and the business address of the partnership shall be stated.
  - (c) If the Bidder is a corporation, limited liability company or similar entity, the Bid Form shall be executed in the name of and on behalf of the Bidder: (1) by the President or a Vice President and attested to by the Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and the corporate seal shall be affixed: or (2) by a duly authorized agent of the Bidder whose authority to act, as of the date of the Bid, shall be established by proof, in form satisfactory to the Owner, submitted with the Bid Form, the business address of the corporation shall be stated, the state of the incorporation shall be stated, and, if the Bidder is a foreign non-Pennsylvania entity, whether the entity is registered to do business in Pennsylvania shall be stated.
  - (d) If the Bid is submitted by a joint venture, the Bid Form must be executed in the joint venture name and by a person having authority to bind each joint venture entity, as provided above. The title of each signatory must appear under the signature and the official address of the joint venture must be shown below the signature. A separate Non-Collusion Affidavit and Statement of Bidder's Qualification and Financial Disclosure must be executed on behalf of each joint venture entity, as provided above.
  - (e) One (1) copy of the Bid Form along with one (1) copy of any required information must be submitted at the time of bid.
- 4.1.9 Bids shall not contain any recapitulations of the Work to be performed. Bidder shall make no stipulation on the Bid Form nor qualify its Bid in any manner.
- 4.1.10 The Bid, inclusive of all documents required to be submitted as set forth in Paragraph 4.1.2 of the Instructions to Bidders, shall be enclosed in a sealed opaque envelope and addressed clearly on the face of the envelope as follows:

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

(Upper Left Corner)  
Bidder's Name  
Bidder's Address  
(Center of Envelope)  
Michael R. Hamlin  
Director of Public Works (Retired)  
Lancaster Township  
1240 Maple Avenue  
Lancaster, PA 17603  
(Lower Left Corner)  
Lancaster Township Police Department Additions and Renovations  
Bid for: General Construction

- 4.1.11 Separate sealed Proposals for Lancaster Township Police Department Additions and Renovations shall be addressed to and received by Michael R. Hamlin, Director of Public Works (Retired) at the Lancaster Township Municipal Building, 1240 Maple Avenue, Lancaster, PA 17603 to be opened as noted in the Advertisement to Bid.

All proposals shall be clearly marked "BID PROPOSAL: LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS AND RENOVATIONS FOR 10:00 AM BID OPENING."

Contract No. 1: General Construction."

- 4.1.12 Bids shall be deposited and received by the Owner until the time and date stated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.1.13 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4.1.14 Oral Bids are invalid and will not receive consideration.

### 4.2 BID SECURITY

- 4.2.1 Each Bid Form must be accompanied by certified check, bank check, cashier's check, treasurer's check or Bid Bond in the form included herein in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of Lancaster Township. If the Bidder receiving a Notice of Intent to Award shall fail to execute the contract, furnish the required Performance Bond and Payment Bond, Waiver of Liens/Mechanics' Lien Waiver, Verification Form required by the Pennsylvania Employment Verification Act ("Verification Form") and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within seven (7) calendar days after receipt of the Notice of Intent to Award (a "Defaulting Bidder"), the Owner may apply the bid security toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the Owner and any higher amount for which the Owner may contract for the required Work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the Owner by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the bid security, the Defaulting Bidder shall pay the Owner the full amount of the excess. If the Owner does not procure an executed contract with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the Owner would afford, as determined in the sole discretion of the Owner, then in that event, the Defaulting Bidder and its Surety shall pay to the Owner the full amount of the bid security as liquidated damages and not as penalty.
- 4.2.1.1 A Bidder's personal check or non-certified corporate check is not acceptable as a form of Bid Security.
- 4.2.2 The carriers from whom the Bidder has purchased the required bonds must be listed in the most recent U.S. Treasury Department Circular 570 and have an A. M. Best financial rating of at least A-,

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

and the amount of said bonds in question must not exceed the acceptable limit therein recommended for bonds. The Owner reserves the right to retain the security of the next two (2) lowest Bidders until the lowest Bidder enters into a Contract and furnishes the required Performance Bond and Payment Bond, executes the Waiver of Liens/Mechanics' Lien Waiver, Verification Form and furnishes appropriate proof of insurance.

- 4.2.3 The Owner shall retain the Bid Security of the lowest responsive, responsible Bidder.
- 4.2.4 Bid Security shall remain in effect during the time period stipulated in Paragraph 4.3.4 or until the furnishing of Performance Bond and Payment Bond, the requisite insurance certificate, the properly executed Waiver of Liens/Mechanics' Lien Waiver, Verification Form and Contract for the applicable Work for which the Bid was submitted.
- 4.2.5 Bid Security shall be submitted with the understanding that the same shall guarantee that the Bidder, prior to execution of the Contract, will deliver to the Owner Performance Bond and Payment Bond in the forms bound herewith, as required by the Contract Documents, and shall enter into the Contract, in the form bound herewith, and shall properly execute the Waiver of Liens/Mechanics' Lien Waiver, Verification Form and shall furnish evidence of insurance coverage in accordance with applicable provisions of the conditions bound herewith. In the event the Bidder shall fail to comply with any part of the foregoing, the Owner may declare the Bidder to be in default with respect to its Bid.

### 4.3 MODIFICATION OR WITHDRAWAL OF BID.

- 4.3.1 Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the Owner in writing prior to the time specified for Bid opening in the Invitation to Bid.
- 4.3.2 Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.
- 4.3.3 Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after Bid opening.
- 4.3.4 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless the Project is delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsive and responsive Bidder.
- 4.3.5 In the event the Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Prevailing Wage Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to increase the amount Bid or the Contract Sum, as applicable.
- 4.3.6 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

## ARTICLE 5 CONSIDERATION OF BIDS

### 5.1 OPENING OF BIDS

- 5.1.1 The properly identified Bids received on time will be opened publicly and read aloud at the time and place noted in the Invitation to Bid.

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

- 5.1.2 If any discrepancy exists in the Bid between numbers as written in words and as written numbers, the written words will control.

### 5.2 REJECTION OF BIDS

- 5.2.1 Any Bid that is incomplete, defective or irregular may be rejected by the Owner, in its sole and absolute discretion.
- 5.2.2 The Bid of any Bidder or Bidders who engage in collusive bidding shall be rejected.
- 5.2.3 The Owner may waive defects and irregularities in a Bid as permitted under Pennsylvania law, but is under no obligation to do so.
- 5.2.4 The Owner shall have the right to reject a Bid if the Bidder is not a responsible bidder under Pennsylvania law. The Owner may consider factors it feels have bearing on whether the bidder is a responsible bidder for the Project including, without limitation, the Bidder's failure to comply with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or other agency on previous projects. The Bidder shall cooperate fully with any inquiry by the Owner on whether the Bidder is a responsible Bidder.
- 5.2.5 If for any reason whatsoever, the Owner rejects Bidder's Bid, Bidder agrees that it will not seek to recover profits on Work not performed nor will it seek to recover its Bid preparation costs.

### 5.3 ACCEPTANCE OF BID (AWARD)

- 5.3.1 In the event of a dispute between a Bidder and the Owner regarding the Owner's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the Owner to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the Owner be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder.
- 5.3.2 If the Owner elects to proceed with the Project, the Owner, through the Architect, will issue a Notice of Intent to Award to the lowest, responsible Bidder. Issuance of the Notice of Intent to Award shall not be construed as a binding contract or offer by the Owner and may include conditions precedent to the issuance of the Award of the Contract if deemed prudent by the Owner.

## ARTICLE 6 POST BID INFORMATION

### 6.1 PROOF OF BIDDER'S RESPONSIBILITY

- 6.1.1 No Contract will be awarded to any person, firm or corporation that is not a responsible bidder under Pennsylvania law.

### 6.2 SUBMITTALS

- 6.2.1 Within seven (7) calendar days of Bidder's receipt of the Notice of Intent to Award, Bidder shall submit the following information to the Architect:
1. A separate and complete Verification Form required by the Public Works Employment Verification Act, 43 P.S. § 167.1, *et seq.*, for itself acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.
  2. A fully executed Performance Bond as required by ARTICLE 7.

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3. A fully executed Payment Bond in the form required by ARTICLE 7.
  4. The Contract, as prepared by Owner based on the amount Bid, executed as required by Section 8.1.3.
  5. A Certificate of Insurance evidencing the insurance coverages and endorsements required to be maintained by the Contractor pursuant to Article 11 of the General Conditions.
- 6.2.2 Within three (3) business days of Architect's request, the Bidder shall establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- 6.2.3 Prior to the Award of the Contract, the Architect will notify the Bidder in writing if the Architect or Owner, after due investigation, have objection to any such proposed person or entity proposed to furnish and perform the Work described in the Bidding Documents. If either the Architect or Owner has objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity for approval by the Architect or Owner with no adjustment in the Bid price.
- 6.2.4 Persons and entities proposed by the Bidder and to whom neither the Architect nor Owner has made no objection under the provisions of Paragraph 6.2.3 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner or pursuant to a directive by the Owner for unsatisfactory performance pursuant to Section 3.4.3 of the General Conditions.

### ARTICLE 7 BONDING

- 7.1 Prior to the execution of the Contract, the successful Bidder shall furnish and pay for the surety bonds in the form bound herewith. Lancaster Township shall be named as obligee under the surety bonds. Costs of bonds shall be included in the Base Bid.
- 7.1.1 The stated principal amounts applicable to the contract bonds required shall be as follows:
- (a) Performance Bond – One hundred percent (100%) of the amount of the Contract Sum.
  - (b) Payment Bond – One hundred percent (100%) of the amount of the Contract Sum.
- 7.1.2 The surety bonds required shall have as surety thereon a corporation duly authorized to conduct business in Pennsylvania with an A. M. Best financial strength rating of at least A- and which is in accordance with the Contract Documents.
- 7.1.3 The surety bonds shall be executed on behalf of the surety in such manner as shall legally bind the surety. In the event the execution on behalf of the surety is by an agent or agents, a proper power of attorney evidencing the authority of such agent or agents shall be attached to the surety bonds. Such power of attorney shall bear the same date as the surety bonds to which it is attached.

### ARTICLE 8 FORM OF CONTRACT

#### 8.1 FORM TO BE USED

- 8.1.1 The form of the Contract is included in the Contract Documents.
- 8.1.2 Upon the Owner's determination of the lowest, responsible Bidder, the Owner will incorporate in the Contract the amounts included in the Bid Form by such Bidder and identify any Alternates selected by the Owner.
- 8.1.3 The Contract shall be executed by or on behalf of the successful Bidder in the following manner:
- (a) If the successful Bidder is an individual, the form of the Contract shall be executed by it personally, its signature shall be witnessed and any trade name employed in the conduct of its business shall be stated.

- (b) If the successful Bidder is a partnership, the form of the Contract shall be executed, in the name of the partnership; by one or more of the authorized general partners and the signature of the general partner(s) shall be witnessed.
- (c) If the successful Bidder is a corporation, the form of the Contract shall be executed in the name of and on behalf of the corporation by: (1) the President or a Vice President and attested to by the Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and the corporate seal shall be affixed; or (2) a duly authorized agent of the corporation whose authority to act, as of the date of the form of the Contract, shall be established by proof, satisfactory to the Owner attached to the form of the Contract.
- (d) If the successful Bidder is a joint venture, the form Contract shall be executed in the joint venture name and by a person having authority to bind each joint venture entity, as provided above. The title of each signatory must appear under the signature and the official address of the joint venture must be shown below the signature.

- 8.1.4 The form of the Contract will be executed by Lancaster Township, as Owner, upon the Owner's receipt of all submittals required by Section 6.2 of these Instructions to Bidders in a form satisfactory to the Owner and satisfaction of any specific conditions for awarding the Contract that may be identified in the Notice of Intent to Award.

## **ARTICLE 9 DURATION OF CONTRACTS**

### **9.1 ESCALATION**

- 9.1.1 The Bid for each Contract must be guaranteed for the duration of this Project, and shall thereby have incorporated within it any or all escalation factors related to market conditions. Notwithstanding any other provision in the Contract Documents to the contrary, each Contractor's Contract Sum is intended to include all increases in cost, foreseen or unforeseen, including, without limitation, increases in costs arising from supply shortages, unusual delay in deliveries, increases in market prices for materials, labor, taxes and/or other causes beyond the Owner's control, all of which are to be borne solely by the applicable Contractor supplying the materials and/or labor to the Project. All loss and/or damage arising from any of the Work performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same shall be borne solely by the applicable Contractor prosecuting the Work.

### **9.2 CONTRACT SCHEDULING**

- 9.2.1 Time is of the essence in completing all Work under the Contract.
- 9.2.2 The Bidder understands that the Contractor will strictly facilitate the scheduling process with the separate Contractors, and responsibility for coordination of the schedule and coordination of the Work rests solely with the various Contractors as explained in the Contract Documents. The Bidder in making its Bid acknowledges that absolutely no claims will be considered by the Owner for additional costs for coordination of the schedule or lack thereof.

### **9.3 TIME FOR COMMENCEMENT AND COMPLETION**

- 9.3.1 The Work shall be completed within the schedule stipulated in the Bidding Documents. If it becomes necessary in the opinion of the Owner to postpone the Project or any phase of the Work, then the Owner may authorize an extension of the Contract Time in conformance with the General Conditions. An extension of the Contract Time shall not be cause for an increase in the Contract Sum paid to the Contractor.
- 9.3.2 The Contractor shall commence work upon receipt of the Notice to Proceed.

### **9.4 CONSTRUCTION TIME**

- 9.4.1 The Contract between the Owner and Contractor will include a requirement that the Work be completed in the time period specified in the Contract Documents.

### **9.5 NO DAMAGES FOR DELAY**

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- 9.5.1 The Contractor shall not be entitled to additional costs or damages if the Contractor's performance of Work on the Project is delayed, regardless of any fault on the Contractor's part. The Contractor's sole remedy to the extent appropriate, shall be to request an extension of time in conformance with the Contract Documents.

### **ARTICLE 10 TAXES**

- 10.1 The Bids shall include, without limitation, all Federal, State (including, without limitation, Pennsylvania Sales Tax, to the extent applicable), County and Municipal taxes imposed by law and will be collected and paid for by the Contractor.

### **ARTICLE 11 INSURANCE**

- 11.1 Reference is made to the insurance requirements of the General Conditions bound herewith for provisions relating to insurance which shall be provided and maintained by the Contractor during the period of time required by the General Conditions.
- 11.2 The Contractor shall comply with applicable requirements for insurance before commencing performance of Work under the Contract, and, as proof of such compliance, shall deliver to the Owner proper certificates in accordance with the terms set forth as the insurance requirements in the General Conditions as provided in Paragraph 6.2.1.

### **ARTICLE 12 ALTERNATES**

- 12.1 The scope of Work of each requested alternate is described in the Bidding Documents. Bids shall be submitted only on the basis of materials, products, or equipment specified in the Bidding Documents, or subsequently approved and included in Addenda pursuant to formal written requests for substitution.
- 12.2 Alternate Bids shall include, without limitation, the difference in price (addition or deduction) from the Base Bid, for substituting, omitting or changing materials or construction required by the Bidding Documents as part of the Base Bid construction and work.
- 12.3 The difference in price shall include, without limitation, all omissions, additions, and adjustments of all trades as may be necessary because of each change from the Base Bid construction and work.
- 12.4 Each Contractor will be required to coordinate pertinent related Work and modify surrounding Work as required to complete the Project under each alternate designated in the Contract.
- 12.5 Each Contractor is required to submit an Alternate Bid for each alternate. If no change in the Base Bid is required, enter "No Change," "Not Applicable" or "\$0.00."

### **ARTICLE 13 NON-COLLUSION AFFIDAVIT**

- 13.1 Each Bidder shall complete and submit the Non-Collusion Affidavit as an attachment to its Bid, in accordance with the following:
  - 13.1.1 The Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti-Bid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits be submitted together with Bids.
  - 13.1.2 The Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
  - 13.1.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as

## **24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.

- 13.1.4 In the case of a Bid submitted by a joint venture, each party to the venture must be identified on the Bid Form and a separate Non-Collusion Affidavit must be submitted on behalf of each party to the venture.
- 13.1.5 The term “complementary bid” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or non-competitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.
- 13.1.6 Failure to include an executed Non-Collusion Affidavit with the Bid in compliance with these instructions may result in disqualification of the Bid.

### **ARTICLE 14 GOVERNING LAWS AND REGULATIONS**

- 14.1 Bids shall be submitted on the basis of full and total compliance with all federal, state, county, and local laws, regulations, statutes, and requirements pertaining to this Project.

### **ARTICLE 15 INABILITY TO CONSUMMATE FINANCING OR PROCEED**

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

**END OF SECTION 00 20 00**





**MAROTTA / MAIN**  
ARCHITECTS

# RFI – REQUEST FOR INFORMATION

PROJECT NAME: Lancaster Township Police Department  
Additions and Renovations

MAROTTA / MAIN ARCHITECTS NO.: 24-LT-01

DATE:

EMAIL:

PHONE:

FAX:

Specification Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Drawing Reference: \_\_\_\_\_ Detail: \_\_\_\_\_

REQUEST FOR INFORMATION:

RESPONSE:

Response From: \_\_\_\_\_

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

DOCUMENT 00 25 13 – PRE-BID MEETINGS

1.1 PREBID MEETING

A. Architect will conduct a Pre-bid meeting as indicated below:

1. Meeting Date: September 4, 2024
2. Meeting Time: 3:00 p.m., local time.
3. Location: Lancaster Township Municipal building, 1240 Maple Avenue, Lancaster, PA 17603, followed by a tour of the site, 1240 Maple Avenue, Lancaster, PA 17603.

B. Attendance:

1. Prime Bidders: Attendance at Pre-Bid meeting is not required. Bidders are required to visit the project site before submitting a bid.
2. Subcontractors: Attendance at Pre-Bid meeting is recommended.

C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two business days prior to meeting.

D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:

1. Procurement and Contracting Requirements:

- a. Advertisement to Bid.
- b. Instructions to Bidders.
- c. Bidder Qualifications.
- d. Bonding.
- e. Insurance.
- f. Bid Security.
- g. Bid Form and Attachments.
- h. Bid Submittal Requirements.
- i. Bid Submittal Checklist.
- j. Notice of Award.

2. Communication during Bidding Period:

- a. Obtaining documents.
- b. Bidder's Requests for Information.
- c. Bidder's Substitution Request/Prior Approval Request.
- d. Addenda.

3. Contracting Requirements:

- a. Agreement.
- b. The General Conditions.
- c. Special Conditions.
- d. Other Owner requirements.

4. Construction Documents:

- a. Scope of Work.
- b. Temporary Facilities.
- c. Use of Site.
- d. Work Restrictions.
- e. Alternates.

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

- f. Substitutions following award.
  - 5. Separate Contracts:
    - a. Work by Owner.
    - b. Work of Other Contracts.
  - 6. Schedule:
    - a. Project Schedule.
    - b. Contract Time.
    - c. Other Bidder Questions.
  - 7. Site visit.
  - 8. Post-Meeting Addendum.
- E. Minutes: The Architect will record and distribute meeting minutes by Addendum. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
- 1. Sign-in Sheet: Minutes will include list of meeting attendees.
  - 2. List of Planholders: Minutes will include list of planholders.

**END OF DOCUMENT 00 25 13**

**DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES**

**1.1 DEFINITIONS**

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

**1.2 QUALITY ASSURANCE**

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

**1.3 PROCUREMENT SUBSTITUTIONS**

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.
    - a. Procurement substitution on request form.

**1.4 SUBMITTALS**

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than 7 days prior to date of bid opening.
  - 2. Submittal Format: Submit one copy of each written Procurement Substitution Request, using form bound in Project Manual.
    - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
    - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

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- 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
  - 2) Copies of current, independent third-party test data of salient product or system characteristics.
  - 3) Samples where applicable or when requested by Architect.
  - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project.
  - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

### B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

### C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

1. Substitutions approved during bidding will be published by addendum to all bidders

**END OF DOCUMENT 00 26 00**

**SUBSTITUTION REQUEST**

---

PROJECT: Lancaster Township Police Department Additions and Renovations

SUBSTITUTION REQUEST NUMBER: \_\_\_\_\_

TO: \_\_\_\_\_ FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_ A/E PROJECT NUMBER: 24-LT-01

RE: \_\_\_\_\_ CONTRACT FOR: \_\_\_\_\_

---

SPECIFICATION TITLE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

SECTION: \_\_\_\_\_ PAGE: \_\_\_\_\_ ARTICLE/PARAGRAPH: \_\_\_\_\_

---

PROPOSED SUBSTITUTION: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

TRADE NAME: \_\_\_\_\_ MODEL NO.: \_\_\_\_\_

INSTALLER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

HISTORY: ☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product:

☐ Point-by-point comparative data attached – REQUIRED BY A/E

Reason for not providing specified item:

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Similar Installation:

Project:

Architect:

Address:

Owner:

Date Installed:

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$\_\_\_\_\_).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ \_\_\_\_\_

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The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
  - Same warranty will be furnished for proposed substitution as for specified product.
  - Same maintenance service and source of replacement parts, as applicable, is available.
  - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
  - Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
  - Proposed substitution does not affect dimensions and functional clearances.
  - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
  - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- 

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**A/E'S REVIEW AND ACTION**

☐ Substitution approved – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.

☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.

☐ Substitution rejected – Use specified materials.

☐ Substitution Request received too late – Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

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Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DOCUMENT 00 31 13 - PRELIMINARY SCHEDULE

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project.
- B. Project schedule including design and construction milestones and Owner's occupancy requirements is attached to this Document.
- C. Milestone tasks are shown for reference and shall be included in the construction schedule by the General Contractor. Actual milestone dates shall be determined by the General Contractor when creating the actual construction schedule. Liquidated damages are tied only to the substantial and final completion dates.

28 August, 2024	Project Documents available for Bidders
04 September, 2024	Pre-bid Meeting
25 September, 2024	Bids Received
14 October, 2024	Contract Award
15 October, 2024	Notice to Proceed
(TBD) October, 2024	Pre-Construction Meeting
21 October, 2024	Commencement of Construction
07 February, 2025	Substantial Completion – If deadline is not met - liquidated damages in the amount of \$1,000 per calendar day will be assessed
21 February, 2025	Full and Final Completion – If Contractor takes more than 15 days between Substantial Completion and Final Completion - liquidated damages in the amount of \$500 per additional calendar day will be assessed.

- D. Related Requirements:
  - 1. Document 00 41 16 "Bid Form - Stipulated Sum" for Contract Time.
  - 2. Section 01 32 00 "Construction Progress Documentation" for Contractor's construction schedule requirements and construction milestones.

END OF DOCUMENT 00 31 13



**DOCUMENT 00 31 43 - PERMIT APPLICATION**

**1.1 PERMIT APPLICATION INFORMATION**

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: Complete contractor's portion of the jurisdiction within five days of the Notice of Award.
- C. Permit Application: The building permit for Project has been applied for by Architect. A copy of the Permit Application will be made available to the successful Prime Contractors.

**END OF DOCUMENT 00 31 43**

**SECTION COCSC - CONDITIONS OF THE CONTRACT - SPECIAL CONDITIONS**

**PART 1 - GENERAL**

**1.1 CONTRACT DOCUMENTS**

- A. The Contract Documents shall include: Refer to Section 1.1.1 of the General Conditions of the Contract for construction.

**1.2 SIGNS**

- A. No signs or advertisement will be allowed to be displayed without the approval of the Owner.

**1.3 NON-DISCRIMINATION PROVISION**

- A. **DISCRIMINATION PROHIBITED:** According to 62 Pa. C.S.A. 3701, the contractor agrees that:
  - 1. In the hiring of employees for the performance of work under the contract or any sub-contract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
  - 2. No contractor or sub-contractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
  - 3. The contract may be canceled or terminated by Lancaster Township and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.

**1.4 HUMAN RELATIONS ACT**

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

**1.5 EMPLOYMENT VERIFICATION ACT**

- A. The Pennsylvania Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) requires Contractors and Subcontractors performing work on "public works projects" to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security's E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
- B. All Contractors shall submit a "Public Works Employment Verification Form" to the Owner through the Architect at the same time when performance and payments bonds are submitted. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or Subcontractor regardless of whether the employee will be working onsite or offsite.

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

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

### 1.6 COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:

- A. Provision For The Use Of Steel And Steel Products Made In The U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.
- B. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

### 1.7 NO CASH ALLOWANCES:

- A. Cash allowances are prohibited.

### 1.8 NATIONAL ELECTRIC CODE COMPLIANCE

- A. All equipment using electrical energy or connected to the electrical system must be wired in accordance with the established standards of the National Electrical Code as recommended by the National Fire Protection Association.
- B. A Certificate of Approval of all such equipment shall be submitted, in duplicate, to the Project Engineer. Electrical components of the equipment shall be listed by the Underwriters' Laboratories for the appropriate service.

### 1.9 PENNSYLVANIA PREVAILING WAGE ACT

- A. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.
- B. The Contractor shall be required in accordance with the laws and under the terms of the Contract to pay the prevailing minimum wage rate for the various classes of labor in accordance with the wage determination issued by the Department of Labor and Industry. The general prevailing minimum wage rate for the described classes of workers shall be in accordance with the law.

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

- C. The wage determination decision shall be used during the anticipated term of the Contract unless otherwise modified and shall be made a part of every contract for the performance of the described work as provided in the Pennsylvania Prevailing Wage Act and Regulations of the Secretary of Labor and Industry and the wage rates contained in this decision shall be the minimum wage rates to be paid under any such contract by Contractors and Subcontractors on the public work project. Section 8 of the Act allows an appeal to the Secretary of Labor and Industry to review this Pre-determination on verified petition.
- D. Any class of laborers and mechanics not listed in the Secretary's decision which will be employed on the Contract shall be classified or reclassified by the Contractor or Subcontractor conformably to the Secretary's decision and report of the administrative action taken in such cases by the authorized officer of the contracting agency shall be transmitted to the Secretary of Labor and Industry. In the event the interested parties cannot agree on the proper classification or reclassification for a particular class of workers to be used, the question accompanied by the recommendation of the contracting office shall be referred to the Secretary of Labor and Industry for final determination. Where classifications of workers which were not included in the original decision are desired, a supplementary wage determination shall be requested by the Intermediate Unit.
- E. The Owner is advised that where classification, reclassification or additional classification of workers are made in accordance with the Prevailing Wage Act and the Regulations, the Contractor shall have no claim against the contracting agency for additional compensation for such classification, reclassification or additional classification.
- F. The Contract shall provide that the Contractor and each Subcontractor shall post for the entire period of construction, the wage determination decision of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages.
- G. The Contract shall also provide that each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workers have been paid wages in strict conformity with the provisions of the Contract as prescribed by Section 3 of the Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- H. The Provisions of the Act and these Regulations shall be incorporated by reference in the Contract.
- I. See the following 9 page Section "Prevailing Wages Project Rates," dated July 22, 2024, furnished by the Commonwealth of Pennsylvania Department of Labor and Industry specifically for this project.

### 1.10 RIGHT TO KNOW LAW.

- A. If Owner receives a request for public records under Pennsylvania's Right to Know Law that pertains to documents within Contractor's possession, Contractor shall cooperate fully in providing such records to Owner without any charges to Owner beyond charges that Owner can pass along to the requester under the Right to Know Law. Contractor also agrees to not issue any request to Owner under the Right to Know Law pertaining in any manner to the Project, either directly or indirectly through any individual, and agrees further that in the event such a request is nonetheless made to Owner in violation of this commitment, to reimburse Owner all costs incurred responding to such request, including the cost of any attorney fees and the cost of any Owner personnel time at the burdened labor rate. The duties in this Article 17 apply also to Contractor's surety, extend beyond Final Completion of this Project and continue after termination of Contractor's agreement with Owner.

### 1.11 ANTI-POLLUTION LEGISLATION.

- A. Act 247 of 1972, 53 P.S. §1612, requires that bidders on construction contracts for the Commonwealth of Pennsylvania and its political subdivisions be advised of those provisions of federal and state statutes, rules and regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect a project on which bids are received. Pursuant to the Act, the Pennsylvania Department of Environmental Resources has prepared a notice of said provisions. Contractor is hereby notified of and agrees to comply with the terms of said notice, and all statutes, rules and regulations enumerated therein.

## **24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

### **1.12 INDUSTRY STANDARDS.**

- A. Except for where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if found or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Contractors are noticed to comply with standards in effect as of the date of the Contract Documents. Where compliance with two or more standards as specified in the standards establish different or conflicting requirements for minimum quantities or quality levels, refer inquiries to the Architect for decision before proceeding.

### **1.13 FEDERAL LAW.**

- A. The joint and several phases of construction hereby contemplated are to be governed, at all times, by all applicable provisions of federal law, including, but not limited to, the following:
  - 1. Williams-Steiger Occupational Safety and Health Act of 1970, P.L. 91-596 and its implementing regulations, including, but not limited to Title 29 C.F.R. Part 1926, Safety and Health Regulations for Construction.
- B. Nothing contained in these contract documents for construction shall be construed by the Contractor as relieving him in any way of his responsibility for strict compliance with the rules and regulations contained in the above-mentioned Occupational Safety and Health Act and affirmative action requirements.
- C. All Applicable Laws, Statutes, Regulations and Standards. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

### **1.14 ACCESS TO ACCOUNTING RECORDS**

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

### **1.15 ASSIGNMENT OF REFUND RIGHTS**

- A. The Contractor hereby assigns and transfers to the Owner all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment.

### **1.16 CONTRACTS WITH SUBCONTRACTORS**

- A. The Contractor agrees to include "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with subcontractors.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

PART 4 - MISCELLANEOUS (Not Applicable)

**END OF CONDITIONS OF THE CONTRACT - SPECIAL CONDITIONS**

DOCUMENT 00 41 16 - BID FORM - STIPULATED SUM

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Lancaster Township Police Department Additions and Renovations
- D. Project Location: 1250 Maple Avenue, Lancaster, PA 17603
- E. Owner: Lancaster Township, 1240 Maple Avenue, Lancaster, PA 17603
1. Owner Representative(s): Michael R. Hamlin, Director of Public Works (Retired)
- F. Project Number: 24-LT-01

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Marotta/Main Architects., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services necessary to complete the construction for above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 00 43 23 "Alternates Form".

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 7 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:
1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder agrees hereby to commence the Work of the Contract Documents on October 21, 2024 as specified in a written Notice to Proceed to be issued by Architect, to achieve Substantial Completion by February 7, 2025, and to fully complete the Work not later than February 21, 2025.

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

### 1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated \_\_\_\_\_.
2. Addendum No. 2, dated \_\_\_\_\_.
3. Addendum No. 3, dated \_\_\_\_\_.
4. Addendum No. 4, dated \_\_\_\_\_.
5. Addendum No. 5, dated \_\_\_\_\_.
6. Addendum No. 6, dated \_\_\_\_\_.
7. Addendum No. 7, dated \_\_\_\_\_.
8. Addendum No. 8, dated \_\_\_\_\_.

### 1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto:

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
2. Bid Form Supplement - Non-Collusion Affidavit.
3. Bid Form Supplement - Agreement of Surety.
4. Bid Form Supplement – Alternates
5. Bid Form Supplement - Bid Security.
6. Contractor's Qualification Statement (AIA Document A305).
7. Bid Submittal Checklist

### 1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed Contractor, for the type of work proposed, in the Township where work shall take place, and that all fees, etc., pursuant to submitting this proposal have been paid in full.

1. Building Permit fee shall be paid by Owner.

### 1.8 SUBMISSION OF BID



**24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Submitted By: \_\_\_\_\_

(Name of bidding firm or corporation)

Authorized Signature: \_\_\_\_\_

(Handwritten signature)

Signed By: \_\_\_\_\_

(Type or print name)

Title: \_\_\_\_\_

(Owner/Partner/President/Vice President)

Witnessed By: \_\_\_\_\_

(Handwritten signature)

Attest: \_\_\_\_\_

(Handwritten signature)

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

(Type or print name)

Title: \_\_\_\_\_

(Corporate Secretary or Assistant Secretary)

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

License No.: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

(Affix Corporate Seal Here)

**END OF DOCUMENT 00 41 16**

**SECTION 00 43 13 – BID SECURITY FORM**

**1.1 BID BOND FORM**

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; [www.aia.org/contractdocs/purchase/index.htm](http://www.aia.org/contractdocs/purchase/index.htm); email: [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

**24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

**SECTION 00 43 13 – BID SECURITY FORM**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
(hereinafter called the "Principal"), and \_\_\_\_\_  
a company authorized to transact business in the Commonwealth of Pennsylvania, and having its principal office at \_\_\_\_\_  
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto Lancaster Township (hereinafter called the "Obligee"), as Obligee, in the sum of:

\_\_\_\_\_  
lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform Construction Work for the Obligee for Lancaster Township Police Department Additions and Renovations located at 1250 Maple Avenue, Lancaster, PA 17603 for Lancaster Township, pursuant to Drawings, Specifications, and other Contract Documents incorporated into said Bid by reference; and it is a condition of the Obligee's receipt and consideration of said Bid that such shall be accompanied by Bid Security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal, within seven (7) days of receiving a Notice of Intent to Award, shall furnish the required signed Contract, Performance Bond and Payment Bond, Verification Form required by the Pennsylvania Employment Verification Act, and Certificate of Insurance evidencing the insurance coverages required by the General Conditions, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such Contract, furnish such bonds, waiver of liens, verification form or certificate of insurance within the time specified, the Principal and Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural, engineering, legal and other costs and expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest. If the Owner does not procure an executed contract with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the Owner would afford, as determined in the sole discretion of the Owner, then in that event, the Defaulting Bidder and its Surety shall pay to the Owner the full amount of the bid security as liquidated damages and not as penalty.

[Signatures on the following page]

**24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

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

Individual Principal	By: _____
Witness:	Name: _____
_____	Trading and/or Doing Business as: _____
_____	_____

Partnership Principal	
Name of Partnership: _____	
	By: _____
Witness:	Name: _____
_____	Title: _____
	By: _____
Witness:	Name: _____
_____	Title: _____

Corporate / Limited Liability Company Principal	
Name of Corporation _____	
	By: _____
Attest:	Name: _____
_____	Title: _____ *
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
	By: _____
Witness or Attest:	Name: _____
_____	Title: _____ **
[CORPORATE SEAL]	
Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

**24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

CERTIFICATE AS TO CORPORATE OR LIMITED LIABILITY PRINCIPAL

I, \_\_\_\_\_, certify that I am the Corporate Secretary of the corporation or limited liability company named as PRINCIPAL, in the within Bid Bond; that \_\_\_\_\_, who signed the said Bid Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation or limited liability company; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly signed, sealed and attested for on behalf of said corporation or limited liability company by authority of its governing body.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Secretary \_\_\_\_\_

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

(SEAL)

**END OF SECTION 00 43 13**



# AIA® Document A305® – 2020

## Contractor's Qualification Statement

**THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.**

**SUBMITTED BY:**

*(Organization name and address.)*

**SUBMITTED TO:**

*(Organization name and address.)*

**TYPE OF WORK TYPICALLY PERFORMED**

*(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)*

**THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:**

*(Check all that apply.)*

- ☒ Exhibit A – General Information  
☐ Exhibit B – Financial and Performance Information  
☒ Exhibit C – Project-Specific Information  
☒ Exhibit D – Past Project Experience  
☐ Exhibit E – Past Project Experience (Continued)

**CONTRACTOR CERTIFICATION**

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

\_\_\_\_\_  
Organization's Authorized Representative  
Signature

\_\_\_\_\_  
Date

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

**NOTARY**

State of:

County of:

Signed and sworn to before me this    day of

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

**My commission expires:**

**ADDITIONS AND DELETIONS:**

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

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



# AIA® Document A305® – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year  
(In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

#### ADDITIONS AND DELETIONS:

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- .4** If the form of your organization is other than those listed above, describe it and identify its individual leaders:

**§ A.1.2.2** Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

**§ A.1.3 Other Information**

**§ A.1.3.1** How many years has your organization been in business?

**§ A.1.3.2** How many full-time employees work for your organization?

**§ A.1.3.3** List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

**§ A.1.3.4** Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

**§ A.2 EXPERIENCE**

**§ A.2.1** Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

**§ A.2.2** State your organization's total dollar value of work currently under contract.

**§ A.2.3** Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

**§ A.2.4** State your organization's average annual dollar value of construction work performed during the last five years.

**§ A.3 CAPABILITIES**

**§ A.3.1** List the categories of work that your organization typically self-performs.

**§ A.3.2** Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.



**§ A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

N/A

**§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

N/A

**§ A.3.5** Does your organization use a project management information system? If so, identify that system.

#### **§ A.4 REFERENCES**

**§ A.4.1** Identify three client references:

*(Insert name, organization, and contact information)*

**§ A.4.2** Identify three architect references:

*(Insert name, organization, and contact information)*

**§ A.4.3** Identify one bank reference:

*(Insert name, organization, and contact information)*

**§ A.4.4** Identify three subcontractor or other trade references:

*(Insert name, organization, and contact information)*



# AIA® Document A305® – 2020 Exhibit C

## Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year  
(In words, indicate day, month and year.)

### PROJECT:

(Name and location or address.)

### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

### CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

### § C.1 PERFORMANCE OF THE WORK

#### § C.1.1 When was the Contractor's Project Office established?

N/A

#### § C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

N/A

#### § C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

N/A

#### § C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

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§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

## § C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

N/A

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

N/A

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

N/A

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

## § C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

## § C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

**§ C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

**§ C.5 SURETY**

**§ C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?

**§ C.5.2** Surety company name:

**§ C.5.3** Surety agent name and contact information:

**§ C.5.4** Total bonding capacity:

**§ C.5.5** Available bonding capacity as of the date of this qualification statement:



# AIA® Document A305® – 2020 Exhibit D

## Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

**PART 1 - 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

**DOCUMENT 00 43 23 - ALTERNATES FORM**

**1.1 BID INFORMATION**

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Lancaster Township Police Department Additions and Renovations
- D. Project Location: 1250 Maple Avenue, Lancaster, PA 17603
- E. Owner: Lancaster Township, 1240 Maple Avenue, Lancaster, PA 17603
  - 1. Owner Representative(s): Michael R. Hamlin, Director of Public Works (Retired)
- F. Architect: Marotta Main Architects, 214 North Duke Street, Lancaster, PA 17602
- G. Project Number: 24-LT-01

**1.2 BID FORM SUPPLEMENT**

- A. This form is required to be attached to the Bid Form.

**1.3 DESCRIPTION**

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
  - 1. Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

**PART 1 - 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

**1.4 SCHEDULE OF ALTERNATES**

A. Alternate Bid No. 01A – Garage Addition

DEDUCT/ADD \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

B. Alternate Bid No. 07A – Standing Seam Metal Roofing

ADD \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**SUBMISSION OF BID SUPPLEMENT**

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Submitted By:

\_\_\_\_\_  
(Name of bidding firm or corporation)

Authorized Signature:

\_\_\_\_\_  
(Handwritten signature)

Signed By:

\_\_\_\_\_  
(Type or print name)

Title:

\_\_\_\_\_  
(Owner/Partner/President/Vice President)

**END OF DOCUMENT 00 43 23**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

\_\_\_\_\_, being duly sworn, deposes and says that,

- (1) He is the \_\_\_\_\_ Of \_\_\_\_\_ (owner, partner, officer, representative, agent)

The bidder that has submitted the attached bid:

- (2) He is fully informed representing the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:
- (3) Such Bid is genuine and is not a collusive or sham bid:
- (4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this applicant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham 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 another bidder, firm, or other person to fix the price or prices in the attached bid or of 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 Lancaster Township or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any 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 applicant.

(Signed) \_\_\_\_\_

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signed) \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

(Note: This Agreement must be properly executed and must accompany the certified check or bid bond, whichever is furnished as proposal security.)



AGREEMENT OF SURETY

KNOW TO ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_, as Surety, a corporation existing under the laws of the \_\_\_\_\_, and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract the Bonds, in the forms and in the amounts required for the faithful performance and proper fulfillment of the Contract for Lancaster Township Police Department Additions and Renovations, 1250 Maple Avenue, Lancaster, PA 17603 to include the furnishing and placing of all materials as specified and other facilities necessary for the completion of the Work, (Bidder's Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder within the time specified in the Bidding Documents; and the Surety further agrees that should the Surety, after notification of such award, omit or refuse to execute the required bonds, then the Surety shall pay to

Lancaster Township

any difference between the total amount specified in said Bidder's proposal for the required work and the amount for which the Owner may procure the same work, if the latter amount be in excess of the former, and after deduction therefrom of payment made by reason of the forfeiture of the proposal security.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Corporate Surety)

(Corporate Seal)

By \_\_\_\_\_

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

(Business Address) \_\_\_\_\_

\_\_\_\_\_

## 24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS

### DOCUMENT 00 43 93 - BID SUBMITTAL CHECKLIST

#### 1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Lancaster Township Police Department Additions and Renovations
- D. Project Location: 1250 Maple Avenue, Lancaster, PA 17603
- E. Owner: Lancaster Township, 1240 Maple Avenue, Lancaster, PA 17603
  - 1. Owner Representative(s): Michael R. Hamlin, Director of Public Works (Retired)
- F. Architect: Marotta Main Architects, 214 North Duke Street, Lancaster, PA 17602
- G. Project Number: 24-LT-01

#### 1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
  - ☐ Prepared the Bid Form as required by the Instructions to Bidders: 00 21 13
  - ☐ Used the Bid Form provided in the Project Manual: 00 41 16
  - ☐ Indicated on the Bid Form the Addenda received.
  - ☐ Attached to the Bid Form: Bid Bond – or – a certified check for the amount required: 00 43 13
  - ☐ Attached to the Bid Form: Bid Supplement – Alternates Form: 00 43 23
  - ☐ Attached to the Bid Form: Non-Collusion Affidavit of Prime Bidder: 00 43 24
  - ☐ Attached to the Bid Form: Agreement of Surety: 00 43 25
  - ☐ Attached to the Bid Form: AIA A305-2020 Contractor's Qualification Statement and Exhibits A, C, & D
  - ☐ Bid envelope shows name and address of the Bidder.
  - ☐ Bid envelope shows the Bidder's Contractor's License Number.
  - ☐ Bid envelope shows name of Project being bid, including Owner's bid number and Project number.
  - ☐ Bid envelope shows name of Prime Contract being bid.
  - ☐ Bid envelope shows time and day of Bid Opening.
  - ☐ Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
  - ☐ Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 00 43 93

## OWNER/CONTRACTOR AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty Four (2024) by and between:

a corporation organized and existing under laws of the Commonwealth/State of Pennsylvania; hereinafter called the 'Contractor', and

**Lancaster Township  
1240 Maple Avenue  
Lancaster, PA 17603**

hereinafter called 'Lancaster Township',

**WITNESSETH**, That the contractor and Lancaster Township for the consideration stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for:

<b>Contract No. 1</b>	<b>General Construction</b>	
-----------------------	-----------------------------	--

Please check appropriate specialty.

in strict accordance with the Specifications and Addendum thereto numbered \_\_\_\_\_ dated \_\_\_\_\_, all as prepared by Marotta/Main Architects, 214 North Duke Street, Lancaster, PA 17602, which said Specifications and Addenda are incorporated herein by reference and made a part hereof.

**ARTICLE 2. The Contract Price.** Lancaster Township shall pay the contractor for the performance of the contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

**ARTICLE 3. Contract Documents.** The contract shall consist of the following component parts:

- a. This Instrument
- b. General Conditions
- c. Special Conditions
- d. Technical Specifications
- e. Drawings

**24-LT-01 LANCASTER TOWNSHIP POLICE DEPARTMENT ADDITIONS & RENOVATIONS**

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the contract. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the contract which each modifies.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

ATTEST:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Contractor)

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

Title: \_\_\_\_\_

Business Address:

ATTEST:

\_\_\_\_\_

(SEAL)

LANCASTER TOWNSHIP

\_\_\_\_\_  
Michael R. Hamlin  
Director of Public Works (Retired)

1240 Maple Avenue  
Lancaster, PA 17603

(Print or type the names underneath all signatures)



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Lancaster Township Police Department Additions and Renovations  
1250 Maple Avenue  
Lancaster, PA 17603

### THE OWNER:

*(Name, legal status and address)*

Lancaster Township  
1240 Maple Avenue  
Lancaster, PA 17603

### THE ARCHITECT:

*(Name, legal status and address)*

MM Architects, Inc. DBA Marotta/Main Architects  
214 North Duke Street  
Lancaster, PA 17602

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

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

14      TERMINATION OR SUSPENSION OF THE CONTRACT

15      CLAIMS AND DISPUTES



**Init.**

/

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**User Notes:**

(1279805511)

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Contractor's bid form, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification, except as provided in Section 8.3.2 of these General Conditions, which permits delay claims between prime contractors. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

#### **§ 1.1.9 Knowledge**

The terms "knowledge," "recognize," and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Furthermore, the expression "reasonably inferable" and similar terms in the

Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents. The foregoing definition shall not apply to Sections 3.2.1, 3.2.2, 3.2.3, 3.7.3 or 3.7.4 of these General Conditions.

## **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

**§ 1.2.1.1.1** In the event of conflicts or discrepancies among the Contract Documents, the Contract Documents shall be interpreted on the basis of the following priorities:

1. Modifications (later date to take precedence)
2. Agreement
3. General Conditions
4. Project Manual
5. Drawings

**§ 1.2.1.2** All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others.

Any conflicts or discrepancies among the Contract Documents shall be brought to the attention of the Architect and Owner before proceeding with the Work affected thereby. Where the Work is shown in detail on only part of a Drawing, this Work shall apply to other similar portions of the Project. Work on the Drawings not mentioned in the Specifications, or vice versa, must be executed as if shown and mentioned on or in both. In case of conflicts between the Drawings and the Specifications, or within either the Drawings or the Specifications, the better quality or greater quantity shall be provided. Wherever singular number and/or words are used in the Specifications and the Work requires more than one of the items described, the plural and/or the word "each" shall be understood and inferred and as many units as are necessary for a complete installation shall be provided.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Issues or claims referred to herein (including, without limitation, claims based on alleged mistaken assignments by Contractor of any one or more components of the Work) shall not entitle the Contractor to an increase in the Contract Sum or to an extension of the Contract Time. The Contractor shall only employ labor in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**§ 1.2.4** The Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare and submit to the Architect coordination drawings showing exact alignment, physical location and configuration of the installations and demonstrating to the Architect's satisfaction that the installations will comply with the preceding sentence. Contractor shall inform Architect of any conflict in the Contract Documents affecting installation.

§ 1.2.5 All components, material, and equipment necessary to complete a system but not specifically described or depicted in the Contract Documents shall be included in the Work as if it were described or shown in the Contract Documents without an adjustment in the Contract Sum or time.

§ 1.2.6 The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or sections, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.4.2 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

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

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

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

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



## **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use the Architect's consent form to establish the protocols for the, use, transmission, and exchange of digital data.

## **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Architect does not have such authority. The term "Owner" means the Owner (individual or board) or the Owner's authorized representative.

*(Paragraphs deleted)*

### **§ 2.3 Information and Services Required of the Owner**

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

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

*(Paragraph deleted)*

**§ 2.3.4** The Owner shall furnish surveys describing legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of the Project site or utility locations for the Project site. Contractor shall confirm the location of each utility. The Contractor shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

**§ 2.3.5** Upon written request from Contractor, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Any such order issued by the Owner which is determined to have been inappropriate shall not be deemed a breach of this Agreement by the Owner; but shall be deemed to be a suspension for the convenience of the Owner as provided in Section 14.3.

**§ 2.4.1** The Owner's failure to stop the Work shall not in any way limit or otherwise modify the Contractor's obligations to perform the Work in accordance with the Contract Documents. The foregoing rights of the Owner shall be in addition to those rights set forth in Section 14 hereof and any other rights the Owner may have at law, in equity, or under the Contract Documents.

**§ 2.4.2** In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted to the Owner in the Contract Documents.

### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including, but not limited to, cleaning the project site), or takes any action or omits to do anything which endangers safety or proper construction, or risks damage or injury to persons or property, and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case Owner shall have the right to deduct from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, attorney's fees and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Owner shall have the right to reject Work that does not conform to the Contract Documents. The foregoing rights of the Owner shall be in addition to and not a limitation on any other rights of the Owner granted in the Contract Documents or at law or in equity.

**§ 2.5.1.** Notwithstanding the above, Owner shall not be required to comply with the notice provisions hereof, and may proceed to correct deficiencies if Contractor fails within a twenty-four (24) hour period after receipt of written notice from the Owner to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the Project schedule. Owner shall further have the right to carry out Work without any prior notice to Contractor, in an emergency affecting safety of persons or property, and said Work is necessary to prevent threatened damage, injury or loss. Owner's rights in this regard shall not relieve Contractor of its obligations and responsibility under the Contract Documents.

**§ 2.5.2** Written notice to the Contractor under this Section 2.4 may be in the form of a letter, minutes of meetings, memos, field directives, email, facsimile or other writing.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

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

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has: (1) visited the site, (2) become familiar with local conditions (including local codes, availability of labor and materials and union work rules) under which the Work is to be performed, (3) correlated personal observations with requirements of the Contract Documents, and (4) determined that the Contract Documents are sufficient to enable the Contractor to perform the Work and to achieve Substantial Completion by the Substantial Completion Date set forth in the Agreement, at a cost that does not exceed the Contract Sum. The Contractor also represents that prior to executing the Agreement, the Contractor has walked and visually inspected the Project site, and visually inspected any existing improvements and

satisfied itself as to the conditions thereof, and reviewed all data and reports pertaining to the site and the Project and any such improvements as provided by the Owner or the Architect.

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

**§ 3.2.2.1** The Contractor shall give the Architect timely notice of any additional design Drawings, specifications, or instructions required to define the work in greater detail, or to permit the proper progress of the work.

**§ 3.2.2.2** The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional Drawings or instructions from the Architect as provided in Subparagraph 3.2.4. Should the Contractor fail to bring to the attention of the Architect in writing any error, omission, inconsistency or unlawful provision in the Contract Documents of which the Contractor is either aware or, in the exercise of reasonable diligence should be aware, Contractor shall be responsible for any resultant costs and damages.

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

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor either (1) recognized such error, inconsistency, omission or difference and failed to report it to the Architect or (2) reasonably should have recognized such inconsistency and failed to report it to the Architect.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described. The actual determination of whether or not the described operations may be safely and suitably employed on the work shall be the responsibility of the Contractor, who shall notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the work, if these differ from those mentioned in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from techniques, sequences or procedures as referred to, indicated or implied by the Contract Documents shall be the responsibility of the Contractor, unless the Contractor has given timely notice to the Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing to proceed at the Owner's risk.

**§ 3.3.1.1** The General Contractor and the other Prime Contractors are responsible for the coordination of the Work. The General Contractor is responsible for making all coordination decisions not mutually agreed to by the Prime Contractors.

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

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

**§ 3.3.4** The Contractor shall send its qualified representative to periodic meetings held at such time and at such place as the Architect or the Owner shall designate.

**§ 3.3.5** The Contractor shall be responsible for laying out the Work and shall be responsible for all lines, elevations, and measurements of the Work. The Contractor must exercise proper precautions to verify all figures shown on the Drawings before laying out the Work and will be responsible for any errors or omissions resulting from failure to exercise such precautions.

**§ 3.3.6** The Contractor shall base all measurements, both horizontal and vertical, from established bench marks. All work shall agree with these established lines and levels.

**§ 3.3.7** If the Contractor discovers or should discover any discrepancies between the actual measurements and those indicated on the Drawings or Specifications, which prevent following good practice or the intent of the Contract Documents, the Contractor shall notify the Architect in writing promptly and shall not proceed with the Work until instructions have been received from the Architect.

**§ 3.3.8** In any Work that is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. Such inspection and approval does not constitute a waiver of Contractor's duty to perform and complete Work in conformance with the Contract Documents.

#### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.1.1** The Contractor is required to pay and is to require any subcontractor to pay each employee engaged on the Project no less than the hourly rates prescribed in the Prevailing Minimum Wage Determination issued by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania.

**§ 3.4.1.2** Should the Contractor be required to perform Work after regular hours, the additional costs of such Work shall be borne by the Contractor.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall also be responsible for site-specific labor peace on the Project and shall at all times exert its good faith efforts and judgment as an experienced contractor to adopt and implement policies and practices (including, without limitation, proper assignments of Work, particularly, without limitation, at loading dock areas) designed to avoid work stoppages, slowdowns, or disputes. Except as specifically provided in Section 8.3.1 hereof, the Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of site-specific work stoppages, slowdowns, disputes or strikes, except for general, recurring jurisdictional

disputes that occur throughout the county or except to the extent the causes of the same are not within the control of the Contractor. Any worker or other person involved in the performance of the Work who, in the opinion of the Owner, is incompetent or careless in the execution of the Work or otherwise unsatisfactory shall be forthwith removed upon the request of the Owner. In the event that labor picketing occurs for any reason at the site, Contractor shall establish a separate entrance to the site at a location which is not subject to such pickets.

**§ 3.4.4** The materials, equipment, manufactured articles, or processes described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Architect at least fifteen (15) days prior to the submission of shop drawings, product data, test reports, or other submission materials of the work involving the proposed substitution. Each request by the Contractor for a substitution is to be submitted to the Architect with a complete description of the proposed substitution, including drawings, cuts, performance and test data, and any other information required by the Architect to perform its evaluation. A statement setting forth any changes in other materials, equipment, or other Work, which incorporation of the proposed substitution would require, shall also be provided by the Contractor. If the substitution is approved by the Owner and such approval results in a change in the Contract Sum, such change shall be processed as a Change Order. Notwithstanding anything to the contrary in this Section 3.4.5, the Owner shall have the absolute right to require the use of the materials, equipment, manufactured articles, or processes specified in the Contract Documents.

**§ 3.4.5** Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's direction. The Contractor shall, if required, by the Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials.

**§ 3.4.5.1** All such data shall be furnished at the Contractor's expense.

**§ 3.4.6** The Owner shall have the right to reject Work that does not conform to the Contract Documents.

**§ 3.4.7** The Contract Documents are intended to produce a product of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect will not approve "as equal to the materials specified", proposed substitutes which, in its opinion, would be out of character or quality of design of the project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

**§ 3.4.8** Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

## **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements will be considered defective, unless the Owner accepts such defects in writing. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to, and not to be the exclusion of, any and all warranties and requirements for the Work specified in the Contract Documents. Contractor agrees to perform all Work in a manner so as to preserve any and all manufacturers' warranties.

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

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor accepts full responsibility for the payment of all contribution and taxes imposed by the laws of the United States or by the laws of any state or city and which are measured by wages, salaries or other remuneration paid to persons employed by the Contractor for the Work or for materials and equipment used in the performance of the Work.

**§ 3.6.1** The Owner expects the Contractor to claim tax exemptions for items which are tax exempt.

**§ 3.6.1.1** The Owner expects the exemption to be reflected in bids.

**§ 3.6.1.2** The Owner will cooperate with the Contractor's obtaining the exemption by executing Form Rev. -1220.

**§ 3.6.2** The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract, and the system shall be satisfactory to Owner. Such accounts shall be sufficient to support a request for refund of sales and use tax. The Owner or its representative shall be afforded access to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

**§ 3.6.3** The Contractor agrees to assign and transfer to the Owner all of its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this Assignment. The Contractor shall cooperate with and assist the Owner in obtaining any refund of sales and use tax for the Owner's benefit.

**§ 3.6.4** The Contractor agrees to include the language of Paragraphs 3.6.1 and 3.6.3 (with the word Contractor changed to "Subcontractor") in any contract with Subcontractors.

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

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit. However, each prime contractor shall be responsible for picking up the building permit required to cover their trades. Permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work shall be obtained and paid for by the Contractor. A photocopy of the building permit shall be delivered to the Architect and the Owner as soon as it is obtained, and upon Final Completion, the Contractor shall deliver all original permits, licenses, and certificates to the Owner, with copies of each to the Architect.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work including, without limitation, applicable building and fire codes, the provisions of all permits pertaining to the Work, OSHA and Department of Health rules and regulations, and all applicable federal, state and local laws and regulations pertaining to the use and disposition of hazardous materials and waste.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear all costs attributable to correction and any applicable penalties, unless after providing written notice to the Architect of such concern the Contractor receives written notice from the Architect or Owner to proceed with the Work.

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

**§ 3.7.4.1** The subsurface material information is indicated in the bid package information or drawings, based upon soundings, dug test pits, and/or auger or test borings or other information contained in geotechnical reports or similar documents, such information relative to the character of subsurface material is of a preliminary nature and has been obtained for the exclusive use of the Owner to facilitate the design of the Project. Therefore, this information is not to be considered as a part of the drawings, cross-sections, proposal, or contract, or as a factor for computation of the prices used for bidding or pricing purposes. If such information is given to the Contractor, it is given for guidance only. There is no express or implied agreement that the depths or the character of material have been correctly indicated at, or that uniformity of material exists between, the explored locations and the Contractor is expressly cautioned not to rely on such information, but to assume the possibility that conditions, affecting the cost and/or quantities of work to be performed, may differ from those indicated.

**§ 3.7.4.2** The Contractor further covenants and warrants that he had sufficient time to examine the site of the Work, that he has examined the site of the Work; that he has had sufficient time to examine the site of the work to determine the character of the subsurface material and conditions to be encountered; and that he has based the within contract prices on his own independent examination and investigation of the site, subsurface materials and conditions and has not relied on any subsurface information furnished to him by the Owner.

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

## **§ 3.8 Superintendent**

**§ 3.8.1** The Contractor shall employ a competent full-time superintendent and necessary assistants (the Contractor's 'construction team') who shall be in attendance at the Project site during performance of the Work. The Contractor's Construction Team must be approved by the Owner prior to the Contractor's performance of its Work on the Project. Once the Owner has approved the Contractor's Construction Team, the Contractor shall not replace or remove any members of the Contractor's Construction Team without first obtaining the Owner's written consent. If the Owner determines that a member of the Contractor's Construction Team must be replaced, the Contractor shall promptly replace that member of the Contractor's Construction Team with someone acceptable to the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

**§ 3.8.1.1** The Contractor's Construction Team shall be employed full time until the date of substantial completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the work.

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

## **§ 3.8.2**

*(Paragraphs deleted)*

The Contractor, within 10 days after contract award, shall furnish in writing to the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.8.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent.

### **§ 3.9 Contractor's Construction and Submittal Schedules**

**§ 3.9.1** Requirements regarding Contractor's construction schedules are addressed in Section 01 10 00 Summary of the Project Specifications and 01 32 00 Construction Progress Documentation.

**§ 3.9.1.1** Each and every construction schedule and monthly update shall contain a sworn and verified statement that provides: "Our company understands that the meeting of the milestone dates listed in this schedule is critical to maintaining the Project Schedule and meeting the Substantial Completion Date of each phase. In signing this Schedule, our company agrees to this schedule and further agrees to dedicate whatever resources that are required to complete the work of our contract in order to meet these deadlines."

**§ 3.9.2** In the event the Owner determines that the Contractor's performance of the Work has not progressed or reached the level of completion required by the Contract Documents and that such conditions are not the result of a delay for which the Contractor is entitled to an extension of the Contract Time pursuant to Section 8.3, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Baseline Schedule.

**.1** The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.2.

**.2** The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.2 as frequently as the Owner reasonably deems necessary to ensure that the Contractor's performance of the Work will comply with the time requirements.

*(Paragraph deleted)*

**§3.9.3** The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises. Any postponement, rescheduling, or performance of the Work under this Section 3.10.3 may be grounds for an extension of the Contract Time, provided that the Contractor complies with the procedures set forth in Articles 4, 7, and 8 of these General Conditions.

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

**§ 3.9.5** The Contractor shall perform the Work in general accordance with the baseline schedule and updated schedules, drawings, specifications, addenda submitted to the Owner and Architect.

### **§ 3.10 Documents and Samples at the Site**

The Contractor shall maintain, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and



selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form and paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Shop Drawings, Product Data and Samples maintained and delivered by the Contractor shall include all such material required by the Contractor for actual construction or coordination of trades in addition to those required to be submitted to the Architect for review. The Contractor shall also maintain at the site a daily journal recording weather and site conditions, progress of the Work, inspections by the Architect or governmental authorities, as well as other matters relevant to the Work.

*(Paragraphs deleted)*

### **§ 3.11**

*(Paragraphs deleted)*

#### **Shop Drawings, Product Data and Samples**

*(Paragraphs deleted)*

**§ 3.11.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.11.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

*(Paragraph deleted)*

**§ 3.11.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

*(Paragraph deleted)*

**§ 3.11.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.11.5** The Contractor shall review for compliance with the Contract Documents, approve, certify and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect and with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned by the Architect without action.

*(Paragraph deleted)*

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

*(Paragraph deleted)*

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

*(Paragraph deleted)*

**§ 3.11.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

*(Paragraph deleted)*

**§ 3.11.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

*(Paragraphs deleted)*

**§ 3.11.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

**§ 3.11.11** The Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent Shop Drawings is withheld due to failure of the Contractor to submit, revise or resubmit Shop Drawings in adequate time to allow the Architect reasonable time for normal checking and processing.

**§ 3.11.12** Where in these specifications an item is called for to be installed in accordance with the manufacturer's directions, specifications or recommendations, the Contractor shall furnish the Architect with two (2) printed copies of said directions, specifications, or recommendations, before the item is installed.

### **§ 3.12 Use of Site**

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

**§ 3.12.1** The Owner shall have the right of possession of the premises and the improvements made thereon by the Contractor. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents.

### **§ 3.13 Cutting and Patching**

**§ 3.13.1** The Contractor shall be responsible for all cutting, fitting, reinforcing, and patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

#### **§ 3.14 Cleaning Up**

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

**§ 3.14.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

*(Paragraphs deleted)*

**§ 3.14.3** Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be thoroughly cleaned by professional window cleaners. Contractor shall comply with all special cleaning instructions contained in the construction specifications. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at its expense, provided, however, that the Contractor shall be entitled to receive any amounts payable under the Owner's insurance as provided in Paragraph 11.2, in respect to damaged glass or plastic.

#### **§ 3.15 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

**§ 3.15.2** The Owner and its authorized representatives and agents shall at all times have access to and be permitted to observe and review all Work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to the Contract.

#### **§ 3.16 Royalties, Patents and Copyrights**

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

#### **§ 3.17 Indemnification**

**§ 3.17.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents. Servants, board, and employees of any of them the "indemnified parties" from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, of whatever kind and nature, arising out of or resulting from performance of the Work, or whether direct or consequential, or whether for property damage (other than to the Work itself) including loss of use resulting therefrom or personal injuries (including death) to any and all persons, whether employees of the Contractor or others, which the Indemnified Parties may directly or indirectly sustain, suffer, or incur, or which are otherwise caused or occasioned thereby or resulting from the foregoing claims, damage, or injury, made asserted or threatened, or incurred, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

**§ 3.17.3** The Contractor shall indemnify and hold harmless all of the Indemnified Parties from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnified Parties in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under the Agreement.

**§ 3.17.4** This Section 3.18 shall survive final payment under and/or termination of the Contract.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents may be restricted, modified, or extended by the Owner without consent of the Contractor. The Architect does not have authority to waive or restrict any of the Owner's rights and/or remedies under the Contract Documents nor expand the Owner's obligations under the Contract Documents.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner may employ a successor architect whose status under the Contract Documents shall be that of the Architect.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Nothing contained in the Contract shall limit the obligations of the Architect under its separate agreement with the Owner.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

### **§ 4.2.4 Communications**

The Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts which amounts may be adjusted by the Owner.

**§ 4.2.6** The Architect shall reject Work that does not conform to the Contract Documents unless such non-conformance is accepted by the Owner in writing. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.6.1** A Non-Conformance Notice or the like may be issued by the Architect or Owner documenting that the Work or some portion thereof has not been performed in accordance with the requirements of the Contract Documents. Payment shall not be made on any portion of the Work for which a Non-Conformance Notice has been issued and the Work not corrected to the satisfaction of the Architect or Owner.

Upon receipt of a Non-Conformance Notice the Contractor shall provide a written response to the Non-Conformance Notice within five (5) working days after receipt of the Notice. The Contractor's response shall state either (a) the basis of contractor's determination that the Work was performed in accordance with the Contract Documents or (b) the corrective action contractor intends to take, at its sole expense, to correct the non-conforming work.

If the Contractor disputes issuance of the Notice the Architect or Owner may respond by either (a) withdrawing the Notice of Non-Conformance or (b) directing the Contractor to correct the Work. Such determination by the Architect or Owner shall be final and conclusive of the matter.

If directed to correct the Work, the Contractor shall do so within five (5) working days after receipt of such direction from the Architect or Owner, or such other time as may be agreed to with the Owner.

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

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

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

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

§ 4.2.11 The Architect will initially interpret and decide matters relating to design and construction under the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect's interpretations with respect to matters under the Contract Documents shall be limited to design and construction matters, and the Architect shall not decide disputes as to the other obligations of the Owner and the Contractor under the Contract Documents.

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within 10 days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor in writing stating whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review.

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

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

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

### **§ 5.3 Subcontractual Relations**

By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work

that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of the Contract Documents and their Subcontractor agreements available to their respective proposed Sub-subcontractors.

**§ 5.3.1** All written agreements with Subcontractors shall provide that the Subcontractor not file any claim or lien against the Owner, and that any claims shall be filed only against the Contractor or the Contractor's payment bond. The Contractor shall provide the Owner a copy of such agreement before a Subcontractor performs any Work on the project.

**§ 5.3.2** If the Contractor employs different Subcontractors in the same trade (e.g., electrical, plumbing, concrete), the Contractor shall cause all such Subcontractors in the same trade to install the same materials and equipment (including the same manufacturer and the same model number) as each other.

#### **§ 5.4 Contingent Assignment of Subcontracts**

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work within the scope of a particular subcontract has been suspended for more than 30 days after termination of the Contract by the Owner pursuant to Sections 14.2 or 14.4 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for increases in direct costs incurred by such Subcontractor as a result of the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### **§ 5.5 PAYMENT OF SUBCONTRACTORS**

**§ 5.5.1** The Owner shall have no obligation to pay, or to see to the payment of, any money to any Subcontractor or Sub-Subcontractor. Nothing contained in the Contract shall be deemed to create any contractual relationship between the Owner and any Subcontractor or Sub-Subcontractor, or to create any rights in any Subcontractor or Sub-subcontractor against the Owner.

**§ 5.5.2** If the Contractor's financial condition impacts the Contractor's ability to pay a Subcontractor, the Owner may, in its sole discretion, pay such Subcontractor directly, less the amount to be retained under the Subcontractor's subcontract. The Contractor shall reimburse the Owner for any amount the Owner pays pursuant to this Section 5.5.2

**§ 5.5.3** If the Contractor disputes any amount any Subcontractor claims is due, the Owner may in its sole discretion withhold such amount from those funds remaining to be paid until the dispute between the Contractor and Subcontractor regarding the amount allegedly due is resolved.

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award Separate Contractors in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to those of this Contract. If contractors performing work for the Owner under separate contracts for the Project causes Contractor increased costs or damages for delays, acceleration, hindrances, loss of productivity or similar claims, Contractor shall not have a claim against the Owner for such costs or damages as provided in Article 8.3, but shall have a right to recover against the other contractor(s). The Owner shall provide the Contractor a right of recovery in the other contractor's contract and will provide a reciprocal right in this Agreement for the benefit of the other contractors. In this regard, Contractor agrees that other contractors performing work for the Owner under separate contracts for the Project have a right of action against the Contractor to the extent the Contractor causes the other contractor damages for delays, acceleration, hindrances, loss of productivity or similar damages.

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

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

**§ 6.1.4** Requirements regarding coordination of the Work between the Contractor, other Contractors and/or the Owner's own forces are addressed in the Project Specifications Section 01 31 00 - Project Management and Coordination.

### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

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

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



### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Except as permitted in Section 7.3 of these General Conditions, a change in the Contract Sum or Contract Time shall be accomplished **only** by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by the Contractor's performance of its Work, shall be the basis of any claim for an increase in the Contract Sum or Contract Time.

§ 7.1.1.1 Contractor shall provide pricing on Owner requested changes within seven (7) days from day of receipt of request from the Architect or Owner.

§ 7.1.1.2 When submitting its change proposal, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the construction schedule. The Contractor shall furnish adequate supporting documentation from which the breakdowns were prepared, together with supporting documentation, if requested, of any subcontractor.

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

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

### § 7.2 Change Orders

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

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

§ 7.2.2 With respect to any Change Order or Construction Change Directive, the Contractor shall provide a detailed breakdown of the labor and materials for all trades and the estimated impact on the Baseline Schedule or Schedule Update.

§ 7.2.3 The Contractor's agreement to any Change Order shall constitute a final settlement of all matters relating to the Change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such Change in the Work and any and all adjustments to the Contract Sum, as well as any and all claims for an increase in the Contract Time and/or compensation therefore. Consistent with this agreement, all Change Orders will include the following language "Through acceptance of this Change Order, this Contractor acknowledges that it has reviewed the progress of the work related to this Project and the potential impact of the additional work on the progress of the Project in the future. As a result, this Change Order includes compensation to the Contractor for any and all effects, delays, and inefficiencies or similar demands associated with the Project and the Contractor recognizes and understands that there is no basis for any such claim in the future.

§ 7.2.4 The total overhead and profit to the Contractor and its Subcontractors included in the total cost to the Owner for Change Orders shall not exceed 15%. The Prime Contractors and their subcontractors shall agree to limit profit and overhead on changes in the work to a total of 15%. Subcontractors shall agree to a total of profit and overhead combined

with that of the Prime Contractor not to exceed 15%. In addition, Prime Contractors shall agree to a total of profit and overhead combined with that of any Sub Contractors not to exceed 15%. No other costs will be added to the calculation of the total cost. Costs for the purpose of this section 7.2 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of Materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental Costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance permit fees, and sales use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change only when the change is out of sequence or requiring that additional time be added to the project.

**§ 7.2.5** Any additional Bond Costs shall be included in Overhead and Profit.

### **§ 7.3 Construction Change Directives**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- .5 Notwithstanding the foregoing, the Owner shall have the right to direct that the adjustment to the Contract Sum for any Construction Change Directive be calculated on a time and materials basis with a mark-up for a total of 15% overhead and profit. Additional costs of supervision and field office personnel directly attributable to the change only when the change is out of sequence or requiring that additional time be added to the project.

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

*(Paragraph deleted)*

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

The Architect has the authority to order minor changes in the Work, issue additional drawings or instructions indicating in greater detail the construction that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing with copy to the Owner and signed by the Architect and shall be binding on the Owner and Contractor. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8 and approved by the Owner.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence the Work on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) fire, unavoidable casualties and which the Contractor could not reasonably have anticipated and ameliorated the impact thereof, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by change order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time; provided, however, that the Contractor shall not be entitled to an extension of the Contract Time if the Contractor is delayed in the commencement or progress of the Work by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. The Contractor further agrees that no adjustments in the Contract Time will be permitted for a delay to the extent that such delay: (1) is caused by the Contractor, a Subcontractor, a Sub-subcontractor, a supplier, or any other person or entity providing services, materials, or equipment to any of them; (2) could have been limited or avoided by the Contractor's timely acts and/or notice to the Owner and the Architect of the delay; or (3) is of a duration less than one day. In the event that a delay caused by the Contractor, a Subcontractor, a Sub-subcontractor, a supplier, or any person or entity providing services, materials, or equipment to any of them is concurrent with a delay caused by the Owner, the Contractor shall be entitled to an extension of the Contract Time, but shall not be entitled to any compensation or damages allegedly resulting from such concurrent delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration.

**§ 8.3.2** The Contractor recognizes that delays, acceleration, hindrances or loss of productivity may occur. No claims for increased cost, charges, expenses or damages of any kind, including but not limited to consequential damages, lost opportunity costs, lost profits, impact damages, or other similar remuneration, shall be made by the Contractor against the Owner, the Architect or their agents for any delays, acceleration, hindrances, loss of productivity, or similar claims (collectively "Delays") from any cause whatsoever, including, but not limited to, the actions or inactions of other contractors working for the Owner, strikes, walkouts, extended overhead, winter protection or work stoppages during the progress of any portion of the Work whether or not such Delays are foreseeable. An extension in the Contract Time, to the extent granted under paragraph 8.3.1, shall be the Contractor's sole remedy for any Delays. In the event any Contractor causes delay, acceleration, hindrance, loss of productivity or similar damages to another Contractor, the aggrieved Contractor may pursue recovery of money damages against the responsible Contractor pursuant to Article 15. Each Contractor acknowledges it may be subject to claims proceedings and dispute resolution proceedings brought by other Contractors as stated above, and expressly waives any privity of contract defense with regard to such proceedings.

**§ 8.3.3** Claims relating to time shall be made in accordance with applicable provisions of Article 7 and 15 of these General Conditions, and the procedures set forth below.

**§ 8.3.3.1** No claim for delay shall be allowed on account of failure of the Architect to furnish instructions or Drawings or to return Shop Drawings or samples until two (2) weeks after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings or samples.

**§ 8.3.4** The Contractor's right to any time extension is contingent on the Contractor strictly complying with all of the procedures regarding Claims set forth in these General Conditions.

**§ 8.3.5** If the Contractor believes that it is entitled to an extension of the Contract Time, the Contractor shall submit to the Architect and Owner a written time impact analysis demonstrating the effect of a Change in the Work or a delay on the Contract Time.

**§ 8.3.6** - Any delay attributable to lack of coordination and cooperation by and between the separate Contractors among themselves or their Subcontractors shall not be a basis for any claim for increase in the Contract Time.

## **§ 8.4 Completion and Liquidated Damages**

**§ 8.4.1** The Contractor shall substantially complete all of the work included in the Contract Documents ready for the Owners occupancy or work by another Contractor as defined in Subparagraph 8.1.3 of the General Conditions within the time stated in the Contract Documents, subject to extensions of Contract Time as provided in Paragraph 8.3 of the General Conditions.

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

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

**§ 8.4.4** If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension therefore granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount \$500.00, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall not achieve Substantial Completion as stipulated in the Contract Documents.

**§ 8.4.5** The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticality and extreme difficulty of affixing and ascertaining the actual damages the Owner would in such event sustain, and said amounts may be retained from time to time by the Owner from the current periodical payments.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

*(Paragraph deleted)*

### **§ 9.2 Schedule of Values**

The Contractor shall submit a schedule of values to the Architect prior to the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet. Each major item of work shall be further broken down into separate line items for labor, materials, phase, building wing, floor level, or other as the Architect may require. Any item on the schedule of values which fails to include sufficient detail, is unbalanced, or exhibits "front-end-loading" of the value of the Work shall be rejected. If any item on the schedule of values has been initially approved and subsequently used, but later, at any point before Final Payment, is found improper or undervalued/understated for any reason, sufficient funds shall be withheld from future payments to ensure an adequate reserve to complete the Work. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values by the Contractor shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment in the form of AIA Documents G702 and G703 prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect

require, such as copies of requisitions, of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

**§ 9.3.1.3** Prior to submitting its first Application for Payment, the Contractor must:

- .1 provide the Owner with a list of the names and addresses of all Subcontractors or other parties with whom the Contractor has entered into contracts for performance of the Work;
- .2 provide the Owner with a copy of all contracts with subcontractors or other parties that the Contractor has entered into for performance of the Work;
- .3 provide the Owner with copies of all governmental permits or approvals required for the Contractor to perform its Work on the Project; and
- .4 provide the Owner with the Baseline Schedule.
- .5 provide on-site contractor clearances to Owner.

**§ 9.3.1.4** Each of the Contractor's Applications for Payment must be accompanied by the following:

- .1 a copy of the monthly Schedule Update submitted in conjunction with the Contractor's Application for Payment;
- .2 a fully executed copy of any Change Order applicable to Work or materials for which the Contractor seeks payment in its Application for Payment;
- .3 any invoices, purchase orders, or other statements evidencing the amount sought by the Contractor in its Application for Payment for Time and Materials Work;
- .4 a list showing any changes or additions to the list provided pursuant to Section 9.3.1.3.1 of Subcontractors or other parties with whom the Contractor has entered into contracts for the performance of the Work;
- .5 copies of any contracts with Subcontractors or other parties that the Contractor has entered into for performance of the Work not previously provided pursuant to Section 9.3.1.3.2;
- .6 original, notarized, partial release of liens and claims on a form acceptable to and approved by the Owner for the Contractor and all Subcontractors, Sub-subcontractors, material suppliers, or other entities to be paid out of any funds received in response to the Application for Payment;
- .7 original, notarized, partial release of liens and claims on a form acceptable to and approved by the Owner for the Contractor and all Subcontractors, Sub-subcontractors, material suppliers, or other entities who received funds paid by the Owner pursuant to the Contractor's prior monthly Application for Payment;
- .8 with respect to vendors or suppliers for which the Owner's Lender, if any, does not require the partial release of liens and claims specified in Sections 9.3.1.4.6 and 9.3.1.4.7, the Contractor shall provide

evidence reasonably satisfactory to the Owner's Lender (including, without limitation, cancelled checks and banking statements) that the vendor or supplier has been paid; and

- .9 copies of all third-party inspection, testing, and other reports obtained by the Contractor during the period covered by the Application for Payment.
- .10 a summary of all potential claims, if any, that the Contractor believes it has for an increase in the Contract Sum or the Contract Time. The Contractor's provision of such summary in connection with an Application for Payment shall **not** relieve the Contractor of its obligation to comply with all of the other requirements set forth in the Contract Documents regarding Claims by the Contractor for an increase in the Contract Price or the Contract Time.
- .11 copy of certified payrolls for all contractors and subcontractors who have performed work on the project site and for which labor is billed.

**§ 9.3.1.5** The Owner shall retain ten percent (10%) of all amounts due the Contractor until the Work is fifty percent (50%) completed. Once the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner shall be returned to the Contractor and retainage shall thereafter be five percent (5%) if all of the following apply: the Contractor make such a request accompanied by written consent of surety to such reduction in retainage; the Architect approves such reduction in retainage; the Contractor is making satisfactory progress of the Work; and there is no specific cause for withholding greater retainage. In addition, when requesting a reduction in retainage, Contractor must sign and submit the Retainage Reduction Affirmation form included at Specification Section 012900 (Payment Procedures).

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

- .1 The aggregate cost of materials stored off site shall not exceed \$300,000.00 at any time without written approval of the Owner.
- .2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and Lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for Payment, the Contractor shall submit to the Owner and the Architect a list identifying each location where materials are stored off the Project site and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total replacement value of the materials.
- .4 The consent of any surety shall be obtained to the extent required prior to payment for any material stored off the Project site.
- .5 Representatives of the Owner shall have the right to make inspections of the storage areas at any time.
- .6 Such materials shall be (i) protected from destruction, theft, and damage to the satisfaction of the Owner and the Lender, if any, (ii) specifically marked for as for use on the Project, and (iii) segregated from other materials at the storage facility.
- .7 Provide any other documentation reasonably requested by the Owner's Lenders, if any, regarding materials or equipment stored off site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all

Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work and that all Subcontractors or Sub-subcontractors performing such Work have been paid and that Contractor knows of no existing or threatened claims by any party against the Owner or the Project.

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

**§ 9.4.1** The Architect will, within ten days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

**§ 9.4.3** The Contractor is to submit Application for Payment in such time as to meet the review and approval schedules of the Owner. Applications that are submitted late and do not meet the approval schedule will be processed the following month.

**§ 9.4.4** The Owner is not bound by any Certificate for Payment issued by the Architect Notwithstanding any such Certificate, the Owner can make less than the payment certified (even zero) as necessary to protect the Owner for the same reasons set forth in § 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or



- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to comply with governmental laws, ordinances, rules and regulations;
- .9 incomplete application for payment;
- .10 materials claimed by Contractor to be on site or incorporated into the Work and found not to be on site or incorporated into the Work;
- .11 erroneous estimates by Contractor of the value of the Work performed; or
- .12 Required payroll certificates have not been submitted to the Owner.
- .13 Record documents have not been updated to indicate work completed.
- .14 work performed, but which is not done in accordance with the Contract Documents.

*(Paragraph deleted)*

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

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment and if the Owner has agreed to the amount certified by the Architect, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Notwithstanding anything in this Section 9.6.2 to the contrary, should the Contractor's financial condition prevent it from making payment to any Subcontractor, the Owner may elect, in the Owner's sole discretion, to make any payment that the Contractor requests be made to a Subcontractor payable to such Subcontractor. In no event shall any such payment be construed to create any (i) contract between the Owner and any Subcontractor, (ii) obligations from the Owner to such Subcontractor, or (iii) rights in such Subcontractor against the Owner. To the extent that the Contractor withholds any portion of a payment to a Subcontractor, the Contractor must promptly provide a written explanation to the Owner.

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

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

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require