

PROJECT SPECIFICATIONS

**2020 HIGH SCHOOL
FRONT ENTRY REPLACEMENT PROJECT
1005 Kriebel Mill Rd.
Eagleville, PA 19403**

**FOR
METHACTON SCHOOL DISTRICT
1001 Kriebel Mill Road
Eagleville, PA 19403**

January 14, 2020

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SECTION 001100 - INVITATION TO BID

SEALED PROPOSALS are invited by the undersigned under the terms and conditions contained within the Contract Documents for the project described as the **2020 High School Front Entry Replacement Project for Methacton School District.**

PROPOSALS are invited on a lump sum basis for Methacton School District the following work:

CONTRACT NO. 1 – General Construction

Sealed bids shall be submitted electronically via the PennBid Program no later than **10:00 A.M.** prevailing time on **Wednesday, February 5, 2020**, at which time they will be publicly opened and read at the Methacton School District Facilities Office, 4001-C Eagleville Road, Eagleville, PA 19403.

Bids must be accompanied with all documentation as required by the Instructions to Bidders and Bid Form. Proposal security shall accompany each proposal submitted in the form of a Bid Bond executed by an acceptable surety company uploaded to PennBid with the proposal and other required documentation, or a certified check, certified bank treasurer's check, or bank cashier's check, in an amount equal to 10% of the total amount of the proposal, that is, Base Bid. If a certified check is being used as bid security, the certified check must be delivered to Methacton School District Facilities Office (4001-C Eagleville Rd., Eagleville, PA 19403) in a sealed opaque envelope marked with the bidder's name, project name, contract name, and bid opening date.

Bids must remain in force for sixty (60) days after the date of the bid opening. The successful bidder will be required to furnish a Performance and Payment Bonds each in amounts equal to 100% of the contract price.

Bid Documents will be available starting January 14, 2020 at no cost via PennBid (www.pennbid.net). Questions regarding this solicitation shall be submitted via the "Questions" feature within PennBid.

Prospective bidders are advised that this project is one that will be subject to and governed by provision of Pennsylvania Prevailing Wage Act including amendments and supplements thereto. Bidders shall prepare their proposal after giving consideration to the applicability of said Pennsylvania Prevailing Wage Act to the work involved.

Bidders are required to provide bids on all alternate items.

A **Pre-Bid Meeting & Site Walk-Through** shall be held on Tuesday, January 21, 2020 at 1:00 P.M. at the Methacton High School, 1005 Kriebel Mill Rd., Eagleville, PA 19403. **Although this PreBid Meeting & Site Walk-Through is not mandatory, this date/time is the only opportunity for Bidders to access the building interior.** Attendees must bring a valid form of photo identification to the Pre-Bid Meeting and Bid Opening.

The undersigned reserves the right to waive informalities in or reject any or all proposals or parts thereof.

BY: Mark Fretz, Facilities Director
Methacton School District
4001-C Eagleville Road
Eagleville, PA 19403

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Architect" means "Engineer", the design professional on this Project. The term "Bidding Document" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The numbering system refers to Articles.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 A complete electronic set of Bid Documents may be obtained, at no cost via PennBid, as stated in the Advertisement or Invitation to Bid.
- 2.2 Complete sets of Bid Documents must be used in preparing Bids; neither Owner nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Bid Documents consist of Contract Documents (and all reference standards), specifications, addenda and drawings. Bidder is responsible to make sure that the set of Bidding Documents is complete.
- 2.3 Owner and Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 All bidders are required to submit with their bid, the Contractor's Qualification Statement on AIA Form A305, plus responses to any supplemental questions. Use additional pages to complete any of the sections if more space is needed.
- 3.2 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request, additional written evidence such as financial data, insurance certificates, previous experience of the Bidder and its assigned personnel, present commitments and any other information permitted by law, that may be requested by the Owner. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located, or covenant to obtain such qualification prior to award of the Contract. Owner reserves the right to reject Bidder if he cannot satisfy all of the Qualification Requirements, including those listed in the Technical Specifications.
- 3.3 In determining the lowest responsible Bidder, the Owner will consider the Bidder's integrity, efficiency, experience of the Bidder and its assigned personnel, promptness, current work load, financial capability, performance on recent projects, references from Owners, Architects and Engineers, potential list of sub-contractors, schedule of values, and ability to successfully and timely complete the Project. The Owner will scrutinize the apparent low Bidder's information for full disclosure before intent to award is issued. The apparent low Bidder must demonstrate competency and provide any or all of the above information requested within five (5) days of request. Owner reserves the right to reject Bid if all the information is not received on time and/or does not satisfy the Owner's evaluation process.

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- 3.4 In addition to all the requirements specified in Articles 3.1, 3.2 and 3.3 regarding qualifications of Bidders, the Owner may evaluate bidders using the following additional criteria:
- 3.4.1 The Bidder and its assigned personnel, must have successfully performed a minimum of 3 previous public school projects within the last 5 years of similar type or a contract value of at least seventy percent (70%) of the amount of the bidder's base bid. Provide references including telephone number and contact person.
- 3.4.2 The Bidder shall perform not less than ten percent (10%) of the actual construction Work with staff employed directly by the company. Project management shall NOT be included in this percentage.
- 3.4.3 The Bidder, or its assigned personnel, must have successfully performed at least 3 public school projects within the last 5 years where they have managed multiple trades and coordinated and scheduled all the activities for projects as pr 3.4.1. Provide references including telephone number and contact person.
- 3.4.4 An agreement of Surety certifying that the Surety Company is committed to provide the bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract amount. The Surety Company must have an AM Best rating of A- or better and a financial rating of Class X or higher.
- 3.4.5 The Bidder's performance on previous projects including claims, litigation, coordination of work, staffing and timely completion.
- 3.4.6 The Bidder shall also refer to Articles 11 and 16.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder, before submitting a Bid, to:
- (1) Examine the Contract Documents thoroughly.
 - (2) Visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing the Work.
 - (3) Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
 - (4) Study and carefully correlate Bidder's observations with the Contract Documents.
 - (5) Notify Architect of any conflicts, errors, or discrepancies discovered in the Contract Documents.

4.1.1 REVIEW OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall thoroughly examine and be familiar with the Specifications and Drawings. The failure or omission of any Bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from obligation with respect to his Bid. By submitting a Bid, the Bidder agrees and warrants that he has examined the site and the Specifications and Drawings and, where Specifications and/or Drawings require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate and the required result can be produced under the Specifications and Drawings. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper plans and specifications and whenever a result is required, the successful Bidder shall furnish any and all extras and make any changes needed to produce the required result for the sum stated in the form of proposal.

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B. Should any Bidder find discrepancies, duplications or omissions in the documents or have doubt as to the meaning expressed by the Contract Documents, he shall make inquiry at once in writing to the Architect. Where changes, corrections or clarifications to Contract Documents are deemed necessary by the Architect, he will issue written Addenda accordingly. Addenda shall be a part of the Contract Documents. No oral, telephone or letter instructions will be considered as having effect upon the Contract Documents; Addenda only shall constitute change to them. Bidders and Sub-bidders are urged to make early examination of Contract Documents and make inquiries about them if necessary, even though prices may not be determined until late in the bidding period.

- 4.2 The site will be available for visit at the Pre-Bid conference.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner, Architect, and Construction Manager by owners of such Underground Facilities or others, and Owner, Architect, and Construction Manager do not assume responsibility for the accuracy or completeness thereof. Contractor shall verify the location of all underground utilities prior to any excavation.
- 4.4 Contractor is responsible, on behalf of the Owner, for providing the physical markings of all existing utilities including those on site as indicated on the drawings or that may be identified in the field. The locations shown on the drawings are approximate. The Bidder must include in his proposal the cost for hand-dug test holes, or other means, to ascertain the precise position of such underground facilities on the site owned by the Owner. This verification should be performed for any utilities to be relocated, removed, modified or that may otherwise interfere with planned work. The utilities in the public right of way will be identified and marked by the appropriate facility owner as per the requirements of the PA One Call Act as amended. Physical layout is to be performed in full compliance with the PA One Call PA Act 287 of 1974 as amended by Act 18 of 1996.
- 4.5 The Owner, CM and Architect will not be responsible for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions. This information is provided based on information available. Bidder assumes responsibility for verifications, adjustments and modifications that may be required since this is generally recognized as inherent to the work of the Contract Documents.
- 4.6 Before submitting a Bid, each Bidder will, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.7 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Bidder in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.9 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid documents and, that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such

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means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 4.10 Additional information regarding existing conditions is available on historical drawings from previous construction work for the building and site. Such documents, which are neither part of the bidding documents nor the Contract Documents, may be examined by bidders at the Architect's office. The information represented in such documents, and the conclusions and inferences that may be found in or inferred from such information, is not warranted by Owner or Architect as either accurate or complete. Bidders shall determine for themselves the reliability of such drawings by verification at the sites.
- 4.11 Bidders are cautioned that in the reproduction and printing of the bidding documents the noted drawing scales may be altered and, therefore, not to rely on scaling of the Drawings for take-offs without verifying that the indicated scales are accurate by comparison to the noted dimensions or to actual dimensions obtained by field verification. No claims, allowances, or concessions shall be made, accepted, or recognized by the Owner, at any future time, for additional labor, equipment, or materials required, or for difficulties encountered in the work, resulting from scaling of the Drawings.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted as written requests via the "Questions" feature within PennBid 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. Interpretations or clarifications considered necessary by the Architect in response to such questions will be issued by Addenda via PennBid. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Construction Manager, Owner or Architect.
- 5.3 No Addendum will be issued later than two (2) days before the deadline for receipt of Bids except Addendum withdrawing the request for Bids or extending the deadline for receipt of Bids. Bidders shall acknowledge receipt of Addenda on the Bid Form.

6. BID SECURITY

- 6.1 A proposal shall be rejected unless accompanied by a Bid Security in an amount not less than ten percent (10%) of the total of the Base Bid and all possible add alternates. Bid Security shall be in the form of a certified check or bank cashier's check payable to Owner or a Bid Bond in the form set forth herein, naming as obligee, the Owner.
- 6.2 The Owner may declare the Bid Security forfeited to the Owner if, following such issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to deliver the items required for complete evaluation and for contract execution required by the Bid Documents and within the time required by the Bid Documents.
- 6.3 If Bid Security is submitted in the form of a Bid Bond, the Bid Bond shall be submitted on the form referenced in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of

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the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business as a surety within the Commonwealth of Pennsylvania, have an AM Best rating of 'A-' or higher and a financial rating of Class X or higher and shall be named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular of revisions thereof. Any bond must be acceptable to Owner.

- 6.4 The Bid Security of Bidders will be returned (unless forfeited as stated above) at the Bidder's request, upon (1) the execution of the Agreement Between Owner and Contractor by Owner, or (2) the rejection of all bids by Owner, or (3) the expiration of the firm bid period set forth in Section 12 of these Instructions to Bidder. The Owner shall not be liable for any interest on bid security which is held in accordance with these Bidding Instructions.

7. AGREEMENT OF SURETY

- 7.1. If the Bid Security is submitted in the form of a certified check or bank cashier's check, the Bidder shall submit an Agreement of Surety certifying that a surety company will provide the Bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the Contract Sum. The Agreement of Surety shall be in the form included in the Bidding Documents. The Agreement of Surety shall be executed by a surety satisfying the requirements set forth in Section 7 above, and shall be accompanied by the necessary Power of Attorney as noted in Section 7 above.

8. NON-COLLUSION AFFIDAVIT

More than one proposal for the same contract from an individual, partnership, corporation, or an association under the same or different name will be grounds for the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future proposals. A Non-Collusion Affidavit shall be executed and submitted with the Bidder's proposal using the form set forth herein.

9. CONTRACT TIME

The Bidder acknowledges that a condition of the Contract is that time is of the essence of the Contract and the number of calendar days within which, or the dates by which, the Work is to be substantially completed and completed and ready for final payment (the Contract Time) are set forth in the Contract Documents and specifically to the summary of the project and phasing plans and are accepted by the Bidder without exception or conditions.

10. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Contract Documents.

11. SUBSTITUTE OR "OR-EQUAL" ITEMS

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- 11.1 The various materials and products specified in the specifications by name or description are given to establish a minimum acceptable standard of quality and of cost for bid purposes. When proprietary names are used, and there does not follow a “listing” of acceptable approved manufacturers and/or products, then the proprietary named item must be included in the bid proposal without substitution. When proprietary names are used, and there follows a “listing” of acceptable “approved” manufacturers and/or products, then the bidder may base the bid on either the proprietary product or any from the “listing”. Bidders may request approval prior to bid opening of non-listed items in accordance with the specifications. When proprietary names are used, and there are alternates on the bid form, then the bidder shall base his bid on the proprietary product or any from the “listing” of approved manufacturers and/or products. The bidder must furnish the specified or listed item regardless of whether or not they were included in his bid. The bidder shall be required to coordinate and pay for any conditions which are required to accommodate the listed or alternate item, including the reimbursement of other affected prime contractors.
- 11.2 No substitutions (alternatives) will be considered prior to receipt of Bids, unless written request for approval has been received by the Architect, from prime Contract Bidders, only, at least ten (10) days prior to the date for receipt of Bids. Such requests shall be in accordance with substitution request procedure, and any other requirements at the Architect, Owner or Construction Manager’s discretion.
- 11.3 In order to prequalify, all alternative Manufacturers’ information should be submitted by a prime contract bidder and should include:
- Technical, warranty, and Manufacturer’s data specified. A line-by-line comparison of all specified items in the Specification must be made. Submission must be made ten (10) days prior to Bid opening.
 - Architect will review submission and any acceptable substitutions will be listed in an addendum. All manufacturers not specifically approved by addendum shall not be considered.
 - Only manufacturers that are qualified prior to the Bid Opening will be considered acceptable Manufacturers.
- 11.4 The approval of a substitution shall be at the sole determination of the Architect and upon approval of the Construction Manager and Owner, if a proposed substitution (alternative) is approved prior to receipt of Bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals in any other manner. If a proposed substitution is not specifically approved by addendum they are rejected.
- 11.5 No substitutions (alternatives) will otherwise be considered after the Contract award.
- 11.6 No substitutions (alternatives) will be considered for pre-bid approval later than ten (10) days before bids are due.

12. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.1 All subcontractors proposed for the project shall have been in business for a minimum of five (5) years and must have a successful record of completing, at a minimum, five (5) projects of similar size and cost. Subcontractors must also have business insurance, workmen’s compensation, adequate resources of manpower, tools and equipment and must be defined as an independent contractor by the IRS.

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- 12.2 At the Owner's request the identity of certain Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) is to be submitted to Owner in advance of the award of contract by the apparent low Bidder, and any other Bidder so requested. Within five (5) days after the Bid Opening, submit to Owner a list of all such Subcontractors, Suppliers and other such persons or organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner or specified for the type of work. If Owner and Construction Manager, after due investigation, have reasonable objections to any proposed Subcontractor, Supplier, and other person or organization, then Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.
- 12.3 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposed to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.

13. BID FORM

- 13.1 The Bid, inclusive of all documents required to be submitted as set forth herein, shall be submitted electronically via the PennBid Program. Bids may be modified or withdrawn within PennBid at any time prior to the due date and time stated in the Invitation to Bid.
- 13.3 All blanks on the Bid Form must be completed. The Bid Form shall not be altered. Altered Bid Forms may be considered non-responsive and may be rejected.
- 13.4 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by the evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 13.5 Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 13.6 All names must be typed or printed below the signature.
- 13.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Properly issued Addenda shall be binding upon all Bidders, regardless of whether a Bidder fails to acknowledge receipt.
- 13.8 The address, telephone number, and e-mail for communications regarding the Bid must be shown.

14. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be accompanied by the Bid Security and non-collusion affidavit, qualification questionnaire, and any other required supplemental bid document.

15. MODIFICATIONS AND WITHDRAWAL OF BIDS

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- 15.1 Bids shall be irrevocable for ninety (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for 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 responsible and responsive Bidder.
- 15.2 Neither the designation of the apparent lowest responsible Bidder, nor the issuance of a Notice of Intent to Award to the Bidder so designated shall operate to release any other Bidder from its Bid. Each such other Bidder, unless earlier released from its Bid by specific action of the Owner, shall remain bound by its Bid until the earlier of (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder whom the Award of Contract has been made, or (2) the expiration of the firm Bid period stipulated above.
- 15.3 Negligence by the Bidder in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened. No claims on account of mistakes or omissions of any proposal will be considered. Notwithstanding the above, a Bidder may withdraw his proposal within two (2) business days after the Bid opening time in accordance with the Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. §1601 et seq., as amended. A Bid which has been opened may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a Bid after opening.

16. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. A bid tabulation of the amounts of the Base Bids and alternate(s) (if any) will be made available to Bidders after the opening of the Bids.

17. AWARD OF CONTRACT

- 17.1 The Owner's intent is to enter into Contracts with the lowest responsible and qualified Bidders.

Bid forms shall NOT BE ALTERED IN ANY MANNER. Owner reserves the right to reject any and all bids, to waive all informalities or technicalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct sum.

- 17.2 In evaluating Bids, Owner will consider the qualifications of such Bidders (see Article 3), whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award

- 17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons or organizations proposed for any portions of the Work requested by Owner. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification and financial ability of Bidders, Subcontractors, Suppliers, and other persons or organizations to perform and furnish the Work in accordance with the

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Contract Documents to Owner's satisfaction within the prescribed time.

- 17.5 If the Contract is to be awarded, Owner or designated representative will give the Successful Bidder a Notice of Intent to Award within ninety (60) days after the day of Bid Opening unless delayed by the required approval of another governmental agency, in which event the bid shall be irrevocable for a period of one hundred twenty (120) days after Bid Opening..
- 17.6 The Owner reserves the right to waive non-material defects in any bid if it determines that it is in its best interest to do so. The Owner reserves the right to reject all bids.

18. CONTRACT SECURITY & INSURANCE

The General Conditions set forth Owner's requirements as to Performance, Payment Bonds and Insurance requirements.

- 18.1 The apparent low bidder must provide Payment and Performance Bonds in the form included in the Contract Documents, together with proper evidence of insurance coverage required by the Contract Documents, within 5 days of the receipt of Notice of Intent to Award. Other bond forms will not be accepted. Failure of the apparent low bidder to provide original executed Payment and Performance Bonds in the required form, and said evidence of insurance coverage, within the required time will result in forfeiture of the Bid Security.

19. SIGNING OF AGREEMENT

When Owner issues Intent to Award to the Successful Bidder, the Bidder shall within five (5) days thereafter, deliver to the Owner, three (3) original copies of the required Bonds and Insurance Certificates. At the same time, the Construction Manager will deliver three (3) agreements to Bidder. The Bidder shall, within five (5) days, sign the agreements and return all original documents to the Construction Manager. The Construction Manager will forward the agreements to the Owner for signature. The Owner will return one (1) signed agreement to the Bidder and Construction Manager.

20. FAILURE TO EXECUTE CONTRACT

- 20.1 Failure of the Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Bidder and the Owner may, at the Owner's sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of such defaulting Bidder's Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess. The Owner may, in its sole discretion, extend the time period for submission of the above items, upon request of Bidder. Such request by Bidder, if accepted by Owner in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) business days after the submission to the Owner of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

21. PROJECT COMPLETION

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- 21.1 Each proposal shall be based on project completion within time limits indicated on the Drawings, Specifications, or Bid Form.
- 21.2 Bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" by the Owner and to fully complete the Project within the time specified.

22. PREVAILING WAGES

Pennsylvania Prevailing Wage Predetermination rates will apply to this Project as set forth in the contract. The Bidder shall keep an accurate record showing the name, craft and actual hourly rate of wage paid to each workman employed by him and such record shall be preserved for two years from date of payment. The records shall be open at all reasonable hours to the inspection of the public body awarding the Contract and to the Secretary of the Department of Labor and Industry. The Architect and Construction Manager assume no responsibility to verify or document records of the Bidder or Contractor(s). Any failure of the Contractor or notification to the same, regarding wage rates or payment, will require the Owner to withhold payments until the record is resolved.

23. COMPETENT WORKMEN

No person shall be employed to perform any work under the Contract if they are not legally eligible to be employed under applicable state and federal law or if they are not a trained, competent workman or mechanic, as applicable. For purposes of this Section, no workman or mechanic, as applicable, shall be regarded as competent unless he shall be duly skilled in the applicable branch of labor.

23.1 The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ("the Act") which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. The E-Verify form is at the end of this section.

23.2 The Department defines a "Public Work" to be construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000) but shall not include work performed under a rehabilitation or manpower training program.

23.3 The Department of General Services' Public Works Employment Verification Compliance Program is responsible for the administration, education and enforcement of the Public Works Employment Verification Act 127 of 2012. It provides contractors and subcontractors with educational outreach, conducts investigations when complaints are received and random audits to ensure compliance with the requirements of this Act.

23.4 Please direct your questions to the Public Works Employment Verification Compliance Office:

Mail: Department of General Services Public Works
Employment Verification Compliance Office
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101
717-787-6648

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- 23.5 Statement of Policy as published in the Pennsylvania Bulletin, December 29, 2012, and effective January 1, 2013. Public Works Employment Verification Form attached must be submitted prior to the Owner returning a signed contract.
- 23.6 Before commencing the Work, Contractor shall supply the Owner with state and federal criminal history reports and child abuse clearances for all employees, agents and subcontractors who will be on the Owner's property. The original clearances must be presented to the Owner one (1) week prior to each employee, agent or subcontractor coming on the Owner's property. All such clearances shall be dated no earlier than one year prior to the date of presentation to the Owner. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner.
- 23.7 Owner specifically reserves the right to reject any person Owner deems unfit to be permitted on school grounds and in proximity to students. Upon written notice from Owner, Contractor shall have all such persons removed from the Project. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania Public School Code and/or Subchapter C2 of the Child Protective Services Law. Contractor shall comply with the Section 111 of the Pennsylvania Public School Code as amended (24 P.S. §1-111) and the Child Protective Services Law as amended (23 Pa C.S.A. §§ 6301 et. seq. and §6365).
24. Pennsylvania Human Relation Act 222:
- 24.1 Human Relations Act: 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.
25. Non Discrimination / Sexual Harassment:
- A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the GRANTEE, subcontractor or any person acting on behalf of the GRANTEE or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the CONTRACTOR nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.
- C. The CONTRACTOR and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The CONTRACTOR shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- E. The CONTRACTOR and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual

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Harassment Clause. If the CONTRACTOR or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.

- F. The CONTRACTOR shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- G. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the GRANTEE in the Contractor Responsibility File.

26. Anti-Pollution Legislation

- A. Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the specifications is a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation has been revised, amended, supplemented, replaced and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation shall not relieve Contractor of its obligation to comply with same.
- B. It is the responsibility of the Contractor to determine what local ordinances, if any, will affect its work. They shall check for any county, city, borough or township rules or regulations applicable to the area in which the project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, such chambers-of-commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the price bid, even though document of such local controlling agencies are not listed herein.

27. Erosion Control

- A. General Contractor shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soil Erosion and Sedimentation Control. Prior to any grading, the Contractor shall prepare an erosion control site plan and obtain Department of Environmental Resources approval.
- B. The plan shall be maintained at site and shall indicate how the Contractor plans to control erosion caused by storm water and prevent silt and sedimentation being distributed off site.
- C. Control shall be provided by channels, dikes, sedimentation basins, protection of stockpiled or uncontrolled soil or any other means necessary, all in accordance with the requirements of the Pennsylvania Department of Environmental Resources.

28. Public Works Construction Contracts

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In consideration of the funds awarded and activities funded under this CONTRACT which involve construction, reconstruction, alteration, repair, improvement, or maintenance of a building, structure, or improvement (“The Work”), the CONTRACTOR agrees to perform in accordance with the following:

- A. Steel Products Procurement Act. In the performance of any contract awarded for Work, the contract, subcontractors, material, men, or suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace Bessemer, or other steel-making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97-424 (96 Stat. 2136).

When unidentified steel products are supplied under a contract for Work, before any payment will be made, the contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the contractor must submit certification which satisfies the using agency that the contractor has fully complied with this provision. OB shall not provide for or make any payments to any person who has not complied with the Steel Products Procurement Act (hereinafter referred to as the “SPPA”). Any such payments made to any person by OB which should not have been made as a result of the SPPA shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier who did not comply with the SPPA.

In addition to withholding of payments, any person who willfully violates any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.

The CONTRACTOR shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

- B. Trade Practices Act. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. §773.101 et seq.), the CONTRACTOR cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries products, as listed below, is not permitted.
1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
 2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
 3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
 4. Spain: certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; prestressed concrete steel wire strand; and certain steel

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products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

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

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

- C. Public Works Contractor's Bond Law of 1967. Prior to the award of any contract for any Work on the Project, the contractor to whom the contract is to be awarded must furnish the following bonds which shall become binding upon the award of such contract.
1. A performance bond at 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall solely for the protection of the contracting body which awarded said contract.
 2. A payment bond at 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the CONTRACTOR, its contractor or to any of its subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- D. Pennsylvania Prevailing Wage Act. The CONTRACTOR, its subgrantees, contractors and subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 42 P.S. § 165-1 et seq. which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform work on the Project during the term hereof for the locality in which the work is to be performed.

29. SEVERABILITY

Should any section or any part of any section of this CONTRACT be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this CONTRACT.

30. AMERICANS WITH DISABILITIES ACT

During the term of this CONTRACT, the CONTRACTOR agrees as follows:

- A. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et. Seq., the CONTRACTOR understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this CONTRACT or from activities provided for under this CONTRACT. As a condition of accepting and executing this CONTRACT, the CONTRACTOR agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the COMMONWEALTH through contracts

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- B. The CONTRACTOR shall be responsible for and agrees to indemnify and hold harmless the COMMONWEALTH from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the COMMONWEALTH as a result of the CONTRACTOR failure to comply with provisions of paragraph A above.

31. HEALTH AND SAFETY

Bidders shall comply with the provisions of the Occupational Safety and Health Administration, Federal Act 91-596 of December 29, 1970, and with any other safety and health regulations for district in which the Work is performed.

32. BONDS & INSURANCE

- 32.1 The Bidder will be required to furnish a Bid Bond, Performance Bond and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the Contract Price in the form provided in the Contract Documents. Said Sureties shall be listed on the current Federal Register and have an AM Best rating of 'A-' or better and a financial rating of Class X or higher.
- 32.2 Insurance companies must be rated 'A-' or better in A.M. Best.
- 32.3 Bidder shall include the cost of the Bonds & Insurance in their Bid.
- 32.4 Bidder shall provide the insurance required in the General Conditions.

33. TAXES

A. Contractor's Responsibilities.

Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise that are purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.

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

B. Assignment of Refund Rights.

Owner shall be entitled to claim refunds of sales tax and use tax paid on these and other purchases of tangible personal property required in connection with the Work. The Contractor and all subcontractors hereby assign to Owner all rights to any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and

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courts in Pennsylvania having jurisdiction over such claims. The Owner and its agents shall have the right to review the books and records of the Contractor and all subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all subcontractors shall cooperate fully with Owner and its agents in pursuing any such refund claim and shall make available to the Owner any applicable documents.

C. Access to Accounting Records.

The Contractor shall check all materials, equipment and labor entering into the Work, and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract, and the system shall be satisfactory to Owner. The Owner or its representative shall be afforded access to, including the right to photocopy, all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Work, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by the law, after receipt of final payment.

D. Contracts with Subcontractors.

The Contractor agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with subcontractors. The Contractor further agrees that it will not file a claim for refund for any sales tax or use tax that is the subject of the assignment in Subparagraph B above. Contractor shall obtain from all subcontractors similar agreements that they will not file claims for refund for any sales tax or use tax that is the subject of the assignment in Subparagraph B above.

34. PRE-BID CONFERENCE

The Pre-bid Conference will be held on the date and time listed on the Invitation to Bidders. Representatives of Owner, Construction Manager and Architect will be present to discuss the Project. Construction Manager will transmit to all prospective Bidders of record such Addenda, as Construction Manager considers necessary in response to questions arising at the Conference.

Questions from this meeting requiring modification of Bidding Documents will be issued in the form of an addendum. Bidders may rely only on written answers to questions raised at pre-bid meeting as included in an Addendum.

35. ALTERNATES

All requested alternates as defined in Division 1 or the bid documents shall be bid. Provide prices for those alternates indicated on the Form of Proposal. Include changes to Contract Sum. Methods for bidding Alternates are as specified in Division 1.

35.1 The Bidder agrees to modify the base bid by the amounts stated for alternates as requested on the Bid Form and specified in the Bidding documents.

35.2 The Owner may accept or reject any or all of the alternates in any order.

35.3 Alternate work shall be completed within the same time frame as indicated on the Contract Documents for associated work. No alternate shall modify the project material allowances unless stated within the allowance description.

35.4 If there is no change in the contract amount for any alternate write NO CHANGE or zero (0) in the blank.

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METHACTON SCHOOL DISTRICT

- 35.5 If there is no bid for the Alternate write NO BID in the blank. If Owner selects alternate not bid, the bidder may not receive the award.
- 35.6 Enter the amount for each alternate on the line pre-marked as “ADD” or DEDUCT”. Where both the words “ADD and “DEDUCT” are provided for an alternate, strike through one of the words so that the appropriate word remains.
- 35.7 The failure to enter an amount in the blanks for an alternate shall be treated conclusively as a Bid of zero dollars for the work described in the alternate.

36. UNIT PRICES

Provide unit prices, if any, filled-in on the form of proposal in accordance with requirements specified in the proposal/bid form and bidding requirements. Unit costs will be used for adjustment of the Contract Sum if any are required. The Owner reserves the right to reject any unit prices bid.

37. ALLOWANCES

Include all allowances, if any, listed on the Bid Form and project drawings and specifications in the base bid price. Do not adjust allowances for any alternates unless specifically listed in the alternate.

38. CASH ALLOWANCES

- A. Cash allowances are not included in the Bidding Documents, nor are they otherwise applicable to the Project.

END OF SECTION 002113



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Check One:

- Contractor
- Subcontractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

Date Enrolled in E-Verify: _____

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

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

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

Authorized Representative Signature

Date of Signature

SECTION 00 43 13 - BID SECURITY – BID BOND

The following Document is the AIA Document AIA A310-2010 Bid Form for use on this Project.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Methacton School District
1001 Kriebel Mill Road
Eagleville, PA 19403

BOND AMOUNT: \$**PROJECT:**

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

2020 High School Front Entry Replacement Project
1005 Kriebel Mill Rd., Eagleville, PA 19403
Project No. 20.7.8

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

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

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

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1229747819)

Additions and Deletions Report for **AIA® Document A310™ – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:08:50 ET on 01/08/2020.

PAGE 1

Methacton School District
1001 Kriebel Mill Road
Eagleville, PA 19403

...

2020 High School Front Entry Replacement Project
1005 Kriebel Mill Rd., Eagleville, PA 19403
Project No. 20.7.8

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:08:50 ET on 01/08/2020 under Order No. 8754897437 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 00 45 13 – CONTRACTOR’S PREQUALIFICATION

The following Document is the AIA Document AIA A305 Contractor Prequalification Statement for use on this Project.

DRAFT AIA® Document A305™ - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: «Methacton School District »

ADDRESS: «1001 Kriebel Mill Road
Eagleview, PA 19403 »

SUBMITTED BY: « »

NAME: « »

ADDRESS: « »

PRINCIPAL OFFICE: « »

[« »] Corporation

[« »] Partnership

[« »] Individual

[« »] Joint Venture

[« »] Other « »

NAME OF PROJECT: (if applicable) «2020 High School Front Entry Replacement Project»

TYPE OF WORK: (file separate form for each Classification of Work)

[« »] General Construction

[« »] HVAC

[« »] Electrical

[« »] Plumbing

[« »] Other: (Specify) « »

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? « »

§ 1.2 How many years has your organization been in business under its present business name? « »

§ 1.2.1 Under what other or former names has your organization operated?

« »

§ 1.3 If your organization is a corporation, answer the following:

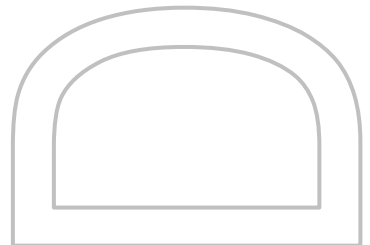
§ 1.3.1 Date of incorporation: « »

ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



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§ 1.3.2 State of incorporation: « »

§ 1.3.3 President's name: « »

§ 1.3.4 Vice-president's name(s)

« »

§ 1.3.5 Secretary's name: « »

§ 1.3.6 Treasurer's name: « »

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: « »

§ 1.4.2 Type of partnership (if applicable): « »

§ 1.4.3 Name(s) of general partner(s)

« »

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: « »

§ 1.5.2 Name of owner:

« »

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

« »

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

« »

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

« »

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

« »

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

« »

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

« »

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

« »

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

« »

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

« »

§ 3.4.1 State total worth of work in progress and under contract:

« »

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

« »

§ 3.5.1 State average annual amount of construction work performed during the past five years:

« »

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

« »

§ 4 REFERENCES

§ 4.1 Trade References:

« »

§ 4.2 Bank References:

« »

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

« »

§ 4.3.2 Name and address of agent:

« »

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

« »

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

« »

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

« »

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

§ 6 SIGNATURE

§ 6.1 Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

§ 6.2

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »

2020 HIGH SCHOOL FRONT ENTRY REPLACEMENT PROJECT
METHACTON SCHOOL DISTRICT

I state that _____ understands and
[Name of Company]

acknowledges that the above representations are material and important, and will be relied on by Methacton School District in awarding the contract(s) for which this bid is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Methacton School District of the true facts relating to the submission of bids for this contract.

[Signature]

[Name and Company Position]

Sworn to and subscribed before me

This _____ day of _____, 20__.

Notary Public My

Commission Expires:

SECTION 00 45 20 - INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. §§1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

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

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

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

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

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid. A statement that the bidder has been convicted or found liable for an act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit Owner from accepting a bid or awarding the Contract to such bidder but may be a ground for consideration on the question whether Owner should decline to award the Contract to such bidder on the basis of a lack of responsibility.

SECTION 00 52 00 - OWNER-CONTRACTOR AGREEMENT

The following Document is a DRAFT of the AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor for use on this Project.

DRAFT AIA® Document A101™ - 2017

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

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

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

«Methacton School District »« »
«1001 Kriebel Mill Road »
«Eagleville, PA 19403 »
« »

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

« »« »
« »
« »
« »

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

«2020 High School Front Entry Replacement Project»
«1005 Kriebel Mill Rd., Eagleville, PA 19403
Project No. 20.7.8»

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

«Shephard Restoration Engineers, Inc. »« »
«335 W. State Street, First Floor »
«Media, PA 19063 »
« »

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

«Schedule as follows:

Notice to Proceed	On or before Week of March 9, 2020
Submission and Approval of All Project Submittals	March 20, 2020
Commencement of the On-Site Work	April 13, 2020
Panels On-Site	May 1, 2020
Substantial Completion	May 22, 2020
Final Completion of the Project (including Punchlist)	May 29, 2020 »

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

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

§ 3.3 Substantial Completion

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

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

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

[] By the following date:

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

Portion of Work	Substantial Completion Date
<input type="text"/>	<input type="text"/>

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
<input type="text"/>	<input type="text"/>

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

Item	Price	Conditions for Acceptance
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Item	Price
<input type="text"/>	<input type="text"/>

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ 4.5 Liquidated damages, if any:

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

«As set forth in the General Conditions and elsewhere in the Contract Documents. »

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «30th » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «sixty » («60 ») days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

«As set forth in the General Conditions and elsewhere in the Contract Documents. »

§ 5.1.7.1.1 The following items are not subject to retainage:

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

« »

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

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

«As set forth in the General Conditions and elsewhere in the Contract Documents. »

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

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

« »

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

«Litigation in the Montgomery County Court of Common Pleas, with the parties waiving the right to a trial by jury. »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

«Mark Fretz »

«Director of Facilities »

«Methacton School District »

«Facilities Plant »

«4001-C Eagleville Rd. »

«Eagleville, PA 19403 »

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

« »

« »

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[«X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 73 00	Supplementary Conditions	January 14, 2020	10

.9 Other documents, if any, listed below:

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

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A101™ - 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«2020 High School Front Entry Replacement Project»
«1005 Kriebel Mill Rd., Eagleville, PA 19403 »

THE OWNER:
(Name, legal status and address)

«Methacton School District »« »
«1001 Kriebel Mill Road
Eagleville, PA 19403 »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

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

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

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance 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. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Property insurance provided by the Owner shall not cover any tools, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor shall include a waiver of subrogation.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm.

Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions. Notwithstanding, if the cause of any loss payment under such insurance is the fault of the Contractor, then the Contractor shall pay such deductible.

§ A.2.3.2 Deleted in its Entirety.

§ A.2.3.3 Deleted in its Entirety.

§ A.2.4 Deleted in its Entirety.

§ A.2.5 Deleted in its Entirety.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.1.1 Workers Compensation including, without limitation, Occupational Disease and Employer's Liability Insurance:

- a. Statutory – Amounts and coverage as required by Commonwealth of Pennsylvania.
- b. Employer's Liability – at least \$1,000,000 each accident: \$1,000,000 disease policy limits: \$1,000,000 disease each employee.

§ A.3.2.1.2 Public Liability including, without limitation, coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse and underground hazard coverage (X, C, U) contractual liability, products and completed operations with limits not less than those stated below.

- a. General Aggregate \$2,000,000
- b. Products and Completed Operations Aggregate \$2,000,000
- c. Per Project Aggregate \$2,000,000
- d. Personal and Advertising Injury \$1,000,000
- e. Each Occurrence \$1,000,000
- f. Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after Final Payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

§ A.3.2.1.3 Comprehensive Automobile Liability Insurance including, without limitation, coverage for owned, non-owned and hired vehicles with limits not less than those stated below.

a. Bodily Injury and Property Damage Combined, Each Occurrence \$1,000,000.

§ A.3.2.1.4 Umbrella Excess Liability Policies written on an excess basis with minimum coverage limits not less than \$5,000,000 for each occurrence and \$5,000,000 in the aggregate which provides excess coverage over all underlying insurance policies.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] § A.3.3.2.4 **Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.**

[« »] § A.3.3.2.5 **Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**

[« »] § A.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall furnish bonds from companies meeting all statutory requirements of and authorized to do business in the Commonwealth of Pennsylvania and the cost thereof shall be included in the Contract Sum. The amount of each Payment Bond and Performance Bond shall be equal to one hundred percent (100%) of the Contract Sum. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

SECTION 00 61 13.13 - PERFORMANCE BOND

The following Document is the AIA Document A312-2010 Performance Bond for use on this Project.

DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

«Methacton School District »
«1001 Kriebel Mill Road
Eagleville, PA 19403 »

CONSTRUCTION CONTRACT

Date: «»

Amount: \$ «»

Description:

(Name and location)

«2020 High School Front Entry Replacement Project»
«1005 Kriebel Mill Rd., Eagleville, PA 19403 »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

«Fidevia, LLC »
«750 Lititz Pike »
«Lititz, PA 17543 »
«717-625-3433 »
« »
« »

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: « »« »

Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: « »« »

Address: « »

SECTION 00 61 13.16 - PAYMENT BOND

The following Document is the AIA Document A312-2010 Payment Bond for use on this Project.

DRAFT AIA[®] Document A312[™] - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

«Methacton School District »
«1001 Kriebel Mill Road
Eagleville, PA 19403 »

CONSTRUCTION CONTRACT

Date: «»

Amount: \$ «»

Description:

(Name and location)

«2020 ~~High School~~ ~~isellaneous~~ Front Entry Replacement Projects»
«~~Methacton HS~~ 1005 Kriebel Mill Rd., Eagleville, PA 19403; ~~Woodland ES~~ 2700 Woodland Ave., Eagleville, PA; and ~~Worcester ES~~ 3017 W. Skippack Pk., Lansdale, PA»

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »
Title:

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

Signature:

Name and « »
Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

«Fidevia, LLC »
«750 Lititz Pike »
«Lititz, PA 17432 »
«-717-625-3433 »
« »
« »

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

SECTION 00 72 00 - GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

The following Document is the DRAFT AIA A201-2017 General Conditions of the Contract for Construction for use on this Project.

DRAFT AIA® Document A201™ - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«2020 High School Front Entry Replacement Project»
«1005 Kriebel Mill Rd., Eagleville, PA 19403 »

THE OWNER:

(Name, legal status and address)

«Methacton School District »« »
«1001 Kriebel Mill Road
Eagleville, PA 19403 »

THE ARCHITECT:

(Name, legal status and address)

«Shephard Restoration Engineers, Inc. »« »
«335 W. State Street, First Floor
Media, PA 19063 »

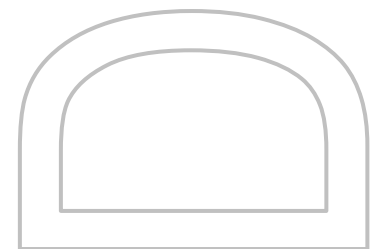
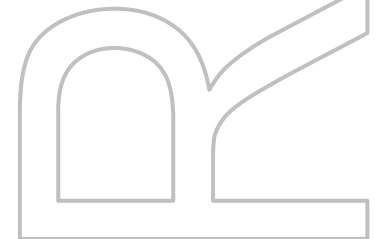
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall 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. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work 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.

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

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

and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS OF CONTRACT FOR CONSTRUCTION

The following provisions supplement, change, delete from, or add to the General Conditions of Contract for Construction AIA A201-2017 edition. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the article, paragraph, subparagraph or clause shall remain in effect. All references to the General Conditions shall mean the General Conditions as amended by these Supplementary Conditions.

1. Add the following at the end of Paragraph 1.2.1: "In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall provide the better or greater quality or greater quantity OR comply with the more stringent requirement, either or both in accordance with the Architect's interpretation."
2. Add the following at the end of Paragraph 2.1.1: The Owner's authorized representative is Mark Fretz, Facilities Director.
3. Delete Paragraphs 2.2.2, 2.2.3 and 2.2.4 in their entirety.
4. Modify Paragraph 2.3.3 by putting a period after the word "successor" and deleting the rest of the sentence.
5. Add the following at the end of Paragraph 2.3.4: "Contractor shall confirm the location of each utility prior to any excavation. The Contractor shall have no claims for surface or subsurface conditions, unless completely unforeseen. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements."
6. Modify Paragraph 2.3.5 as follows: "Delete the word "information" at the beginning of the paragraph and replace with "upon receipt of a written request from the Contractor, information..."
7. Modify Paragraph 2.4 as follows: "Delete the word "repeatedly" in the first sentence and delete the words "except to the extent required by Subparagraph 6.1.3" at the end of the paragraph and add the following sentence at the end of the paragraph: "This right shall be in addition to, and not in limitation of, the Owner's rights under Paragraph 12.2."
8. Replace Paragraph 2.4 with the following: "If the Contractor defaults or neglects to carry out the Work in any respect in accordance with the Contract Documents and fails to commence to correct such default or neglect within 48 hours after written notice thereof from the Architect or the Owner (except such period shall be 7 days if the notice is given after final payment), thereafter fails to use its best efforts to correct such default or neglect to the satisfaction of the Owner and Architect, or except where an extension of time is granted in writing by the Owner, fails to correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice to the Contractor and without prejudice to other remedies the Owner may have, make good such deficiencies. However, if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure and

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the Owner's administrative and legal expense, including the time of the Owner's personnel in dealing with such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.”

9. Add a new Subparagraph 2.5 as follows: "ADDITIONAL RIGHTS" "Owner's rights set forth in subparagraphs 2.3 and 2.4 shall be in addition to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.”
10. Replace Paragraph 3.2.1 with the following “Contractor warrants that it has carefully studied and reviewed the Contract Documents and that it has reported any errors, inconsistencies or omissions to the Architect. The Contractor hereby acknowledges and declares that to its knowledge the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and to fulfill all of its obligations under the Contract Documents. If the Contractor encounters an inconsistency in the construction documents, he shall immediately submit it to the Architect for resolution, said resolution to be based on functional requirements. In addition, if the Contractor performs any construction activity knowing or having reason to know that it involves a recognized error, inconsistency or omission in the Contract Documents, the Contractor shall be responsible for such performance and shall bear the costs for correction.”
11. Modify Paragraph 3.3.3 by adding the following sentences at the end as follows: “In any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.”
12. Add Paragraph 3.4.4 as follows: “If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the following provisions apply: The Contractor must submit to the Architect (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) an affidavit stating that (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Architect shall have no less than ten (10) working days for review. No substitution will be considered or allowed without the Contractor’s submittal of complete substantiating data and information as stated hereinbefore. Substitutions and alternates will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (iv) the manufacturer/fabricator refuses to certify or guarantee the performance or the

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specified product as required; and (v) when in the judgment of the Owner or Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations."

13. Modify Paragraph 3.7.4 as follows: Replace "14 days " with "seven (7) days"

14. Add the following at the end of Paragraph 3.9.1: "The proposed Superintendent's resume shall include at least three (3) recent projects of similar size and scope, with the names and telephone numbers of the Owner and Architect Representatives of each project."

15. Add Subparagraph 3.10.2.1 as follows: "In no event shall Contractor's Submittal Schedule be submitted more than 15 days from Notice to Proceed."

16. Add Subparagraph 3.13.1 as follows: Only materials that are specified and approved by the Architect may be brought on site. Within five (5) days after Notice to Proceed and in accordance with any requirements in the Project Manual, the General Trades Contractor shall communicate with the other Primes and submit a coordinated site logistics plan to the Owner identifying specific location(s) for lay-down of stored materials, construction trailers, contractor parking, equipment and vehicular access etc."

17. Add Paragraph 3.14.3 as follows: "A Contractor, subcontractor, or sub-subcontractor requiring the cutting of openings in new work installed by others shall have such openings cut and patched by the trade which installed the work and such cutting and patching shall be at the expense of the Contractor, subcontractor or sub-subcontractor requiring the opening. Approval to do such cutting and patching shall be received from the Architect prior to proceeding with the work and shall include installation of such reinforcement of the work as the Architect may direct. All blocking, bracing, reinforcement, or structural enhancement required due to cutting and patching shall be provided at no additional cost to Owner. All patching work shall match adjacent existing work unless otherwise noted."

18. Replace Paragraph 3.15.1 with the following: "Each Contractor shall have manpower dedicated to the disposing of construction waste and to keeping their work area clean on a daily basis. In addition to the requirements elsewhere in the Project Manual, the General Trades Contractor shall employ measures to minimize any dirt leaving the site and shall professionally clean any area outside of the footprint of the Owner's Construction Site on a daily basis."

19. Replace Paragraph 3.15.2 with the following: "If the Owner or Architect requests the Project to be cleaned up and the Contractor fails to do so within twenty four (24) hours, the Owner may do so immediately and the cost for same shall be charged to the Contractor."

20. Modify Paragraph 3.18.1 as follows: Delete everything after "but only" and replace with the following "to the proportional amount of fault attributable to the negligent acts omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, compared to the proportional amount of fault, if any, attributable to all parties indemnified hereunder."

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21. Modify Paragraph 5.2.1 as follows: After the words “shall notify” in the first sentence, insert “(by providing detailed list)”. Also, at the end of the first sentence, insert “This List shall be updated monthly and said update shall be submitted as a requirement with the Contractor’s monthly Application for Payment.”
22. Modify Paragraph 6.2.3 as follows: Delete the words “Owner shall be responsible” and replace with “Owner shall not be responsible”.
23. Modify Paragraph 6.2.4 as follows: Delete the word "wrongfully".
24. Add Paragraph 7.3.11 as follows: “For any adjustments to the Contract Sum that are based on any method other than the unit price method, the Contractor agrees to charge, and accept, as payment for overhead and profit, the following percentages of costs attributable to the change in the Work: Thirteen (13) percent of the cost of the Work performed by the Contractor or subcontractor’s own forces Or Five (5) percent of the cost of the Work performed as a subcontract to the Contractor or subcontractor. Overhead and Profit shall be calculated against the cost of the Work.
25. Replace Paragraph 8.3.1 with the following: "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the Contractor's right to seek an extension for such delay. The only delays for which the Contractor will be entitled to an extension of the time for completion will be delays caused by the Architect or the Owner, physical damage to the Project over which the Contractor has no control, labor disputes beyond the control of the Contractor, and unusually severe weather conditions not reasonably anticipatable. (Temperature, rain or other precipitation within a range of thirty percent of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions."
26. Replace Paragraph 8.3.3 with the following: "To the fullest extent permitted by law, any extension of time granted pursuant to paragraph 8.3.1 shall be the sole remedy which may be provided by the Owner, and the Contractor shall not be entitled to additional compensation or mitigation of Liquidated Damages for any delay listed in paragraph 8.3.1, including, without limitation, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration. The Contractor agrees that the likely possibility that the Contractor may accelerate performance of the Work to meet the Construction Schedule is within the contemplation of the parties and that such acceleration is solely with the discretion of the Contractor."
27. Replace Paragraph 9.3.1 with the following: "Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Owner-Contractor Agreement. The Contractor shall submit to the Architect, in triplicate, an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require. The form of Application for Payment shall be AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 - Continuation Sheet. No other forms of Application for Payment or method of submission will be acceptable. Continuation Sheet (G703) shall be prepared the same as in the Schedule of Values submitted by the Contractor.”

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28. Add Subparagraph 9.3.1.3 as follows: "In addition to any other requirements in the Project Manual, Contractor shall submit with each monthly Application for Payment 1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) partial release and waiver of lien arising out of the Contract.."
29. Replace Paragraph 9.3.2 with the following: "Payments to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in its next progress payment. The Contractor's request shall include the following information:
- a. A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
 - b. Certification that items have been tagged for delivery to the project and that they will not be used for another purpose.
 - c. A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.
 - d. Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
 - e. Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
 - f. Subsequent pay requests shall itemize the materials and their costs that were approved on previous pay requests and remain in off-site storage.
 - g. When a partial payment is allowed on account of material delivered on the site of the work or in the vicinity thereof or under possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense."
30. Add Paragraph 9.3.4 as follows: "The Contractor warrants and certifies with the submission of each Application for Payment that Contractor has or will supply the Owner, through the Architect, Wage Certifications that comply with the Secretary of Labor and Industry's requirements. The Contractor shall further certify that all Wage Certifications have been received from all subcontractors. Failure to submit Wage Certificates will be deemed to be reason to withhold all or part of the amount covered by an Application for Payment and shall be a default under the Contract."
31. Add Paragraph 9.3.5 as follows: "Partial or full payment to the Contractor(s) for material, equipment, or work in place shall not start the warranty periods specified in the Project Manual."
32. Add the following to Paragraph 9.4.1: "Not more than once each month, payments shall be made by the Owner as follows:

The Contractor shall be paid 90% of the earned sum when payment is due, 10% being retained to assure faithful performance of the Contract until the work is 50% complete. At the time the work is 50% complete, retainage shall be reduced to 5% provided that the Architect determines that satisfactory progress is being made in the work, and there is no other reason to hold more than 5% retainage in the interest of the Owner. When Substantial Completion is achieved, retainage shall be reduced as specified in the Contract Documents.

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Final payment shall be due the Contractor within 30 days after completion and acceptance by the Architect of all work included in the Contract, including all punch list items, and fulfillment by Contractor of all requirements of the Contract Documents for final acceptance.

The date of Substantial Completion shall be determined by certification.”

33. Modify Paragraph 9.5.1 by replacing clauses .1 through .7 with the following:

- “.1 The Contractor is in default of the performance of any of its obligations under the Contract Documents, including, but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; or failure to follow the directions of or instructions from the Architect or Owner.
- .2 The Contractor is in default of the performance of any of its obligations under another Contract that it has with the Owner.
- .3 The filing of third party claims or liens or reasonable evidence that third party claims or liens have been or will be filed.
- .4 The Work has not proceeded to the extent set forth in the Application for Payment.
- .5 Representations made by the Contractor are untrue.
- .6 The failure of the Contractor to make payments to its Subcontractors, Suppliers, or laborers.
- .7 Damage to the Owner's property or the property of another Contractor or person.
- .8 The determination by the Architect that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum.”

34. Replace Paragraph 9.8.1 with the following: “Substantial Completion of the Project shall be deemed to occur when the Architect determines that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and when all required occupancy permits have been issued so the Owner can occupy or utilize the Work for its intended use and, in addition, all requirements of the Contract Documents for Substantial Completion, including the following conditions, have been fulfilled as follows:

9.8.1.1 the Contractor has delivered an accurate and complete set of as built drawings and maintenance manuals to the Architect;

9.8.1.2 the Contractor has delivered to the Architect all written warranties and related documents required by the Contract Documents; and

9.8.1.3 the cost to complete the work, as reasonably determined by the Architect, is one percent (1%) or less of the Contract Sum.”

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35. Add Subparagraph 9.8.2.1 as follows: "It is the Contractor's responsibility to prepare and complete their own comprehensive lists (punch-lists) in order to submit for Substantial Completion. If after the list is submitted and upon inspection, it is found to be incomplete, lengthy or ill prepared, the Substantial Completion request will be denied. If it is required, because of the Contractor's inability to complete their punch list and, therefore, complete the Contract, that the Architect, or any of the Owner's representatives, is required to prepare punch lists, then according to 12.2.1, the Contractor will be responsible for such costs. The Architect and/or Owner will be compensated for such additional work at standard prevailing rates. The Owner will duly back-charge the Contractor for such additional costs and deduct such costs from retainage or Application for Payment. If the cost due the Architect as a result of Contractor's actions or inactions exceed the amount payable, the Contractor will be responsible to pay Owner for any overage."
36. Add the following at the end of Paragraph 9.10.1: "All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner."
37. Replace Paragraph 9.10.2 with the following: "Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect i) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work or which the Owner and Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, ii) consent of surety, if any, to final payment, iii) a Partial Release and Waiver of Claims (for work completed to date) and iv) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Contractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees."
38. At the end of Paragraph 9.10.3 add the following: "If at Substantial Completion there are remaining uncompleted items, an amount equal to 200 percent of the value of each item as determined by the Architect shall be withheld until said items are completed, and a Final Certificate of Payment issued by the Architect."
39. Add new Paragraph 9.11 as follows: "LIQUIDATED DAMAGES CLAUSE: Actual damages for delay in the time of completion are impossible to accurately determine. The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums indicated in the Contract Documents as Liquidated Damages for failure to complete the work within the time limits indicated in the Contract Documents. By submitting its bid, the Contractor asserts and agrees that the periods set forth for performing the Work are reasonable and that the Contractor's work can be completed by the dates indicated."
40. Add new Subparagraph 9.11.1 as follows: "The Owner shall have the right to deduct the total amount of any liquidated damages for which the Contractor may be liable from any monies otherwise due to the Contractor under the Contract, including any retainage held by the Owner." Notwithstanding the above, **the Owner wishes to indicate its desire to not assess Liquidated damages and, instead, emphasizes its wish that the Contractors complete on time and cooperate with one another in the event of any deviation(s) in the schedule. Contractors are responsible to coordinate their work and with each other.**

2020 HIGH SCHOOL FRONT ENTRY REPLACEMENT PROJECT
METHACTON SCHOOL DISTRICT

The Liquidated Damages are as follows:

\$500 per calendar day as outlined in the Project Manual General Conditions.

41. Add a new Paragraph 10.2.9 as follows: "The Contractor acknowledges that the safety of the Owner's students, employees, and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees, or guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities."
42. Add a new Paragraph 10.4.1 as follows: "Nothing in 10.4 shall be construed as relieving the Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented. The General Contractor shall provide the Owner a list of names and telephone numbers of the designated employees for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed on the jobsite."
43. Modify Paragraph 11.1.1 as follows: After the word "companies", add "(with a A- or better rating with A.M.Best's Company Key Rating)"
44. Modify Paragraph 11.3.1 by adding the following sentence at the end of the paragraph: "However, the scope of this waiver shall be limited to damages to the Work itself."
45. Replace Paragraph 12.2.1 with the following: "Within 48 hours after written notice from the Architect or the Owner (except such period shall be 7 days when notice is given after final payment) that the work does not conform to the Contract Documents, or immediately upon oral notice, if the nonconformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist, shall commence to correct such nonconformance, shall thereafter use its best efforts to correct such nonconformance to the satisfaction of the Architect and the Owner, and except where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the nonconformance is eliminated to the satisfaction of the Architect and the Owner within 30 days of such notice. The Contractor shall bear the costs of correcting the nonconformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this Subparagraph 12.2.1 may be given at any time. It is the intent that the obligations under this Subparagraph 12.2.1 shall continue to apply after final completion and final payment."
46. Add Subparagraph 12.2.1.1 as follows: "Work that is rejected or fails to conform to the requirements of the Contract Documents, that requires any review, research, recommendation, meetings or direction by the Architect or any of his Architects in order to substantiate same or to approve remedies or alternate solution will be subject to Paragraph 12.1. The Architect and/or Owner's Representative will be compensated for such additional work at standard prevailing rates. The Owner will duly back-charge the Contractor for such additional costs and deduct costs from retainage or Application for Payment."
47. Add Paragraph 12.2.6 as follows: "Nothing contained in Paragraph 12.2 shall decrease the responsibility set forth in the "Performance Bond".
48. Modify Paragraph 13.4.1 by deleting the words "so require" at the end of the paragraph and replacing with the words "do not permit the Contractor to arrange and pay."

49. Delete Subparagraphs 14.1.1.3 and 14.1.1.4

50. Replace Subparagraphs 14.2.1, 14.2.2, and 14.2.3 with the following:

“14.2.1 Events of Default; each of the following constitutes an event of default of the Contractor:

- .1 The failure of the Contractor to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner or the Architect or such lesser time as is provided in the Contract Documents, or thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, except where an extension of time is granted in writing by the Owner, to correct such failure within 30 consecutive days after written notice thereof.
- .2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor.

14.2.2 Owner's Remedies; upon the occurrence of an event of default the Owner will have the following remedies, which will be cumulative:

- .1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;
- .2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Price;
- .3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;
- .4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

14.2.3 Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect's additional services and costs, expenses or damages incurred by the Owner as a result of the event of default, including attorney's fees and the administrative expense of the Owner's staff, such excess will be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be the final determination of the amount owed, except for sums coming due thereafter. The obligations under this Subparagraph will survive the termination of this Agreement.”

51. Modify Paragraph 14.4.3 as follows: put a period after the word “termination” in the second line and delete the remainder of the sentence.

52. Add Paragraph 14.4.4 as follows: “If the Contract is terminated without cause and for the Owner's convenience and there exists an event of the Contractor's default, as defined in Paragraph 14.2 of these Supplementary Conditions, the Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under the Owner/Contractor Agreement.”

53. Add Paragraph 14.4.5 as follows: “The termination of the Contract shall be with or without prejudice to rights or remedies which exist at the time of termination.”

2020 HIGH SCHOOL FRONT ENTRY REPLACEMENT PROJECT
METHACTON SCHOOL DISTRICT

54. Modify Subparagraph 15.1.2 by replacing both references to “21 days” with “10 days”.
55. Modify Paragraph 15.1.6.2 by replacing the words “were abnormal .. reasonably anticipated and” with the word “that”.
56. Replace Subparagraph 15.1.7 with the following: “Except to the extent covered by the valid and collectible insurance required respectively to be carried by the Contractor or Owner pursuant to the Contract Documents, the Contractor and Owner waive all claims against each other for consequential damages arising out of or relating to this Contract; provided, however, that in no event shall this mutual waiver be deemed to preclude (i) an award of liquidated damages recoverable under the Agreement or (ii) the obligation of the Contractor to reimburse the Owner for any fines from governmental entities or additional costs and expenses for the Architect or other consultants, or separate contractors, arising out of any act or omission of the Contractor.”
57. Modify Paragraph 15.3.2 by replacing the words “by the” in the first sentence with the words “utilizing the rules of the”.
58. Replace Subparagraphs 15.4 (15.4.1 thru 15.4.4.3) in their entirety with the following: “Any claim not resolved in accordance with the Agreement shall be subject to litigation in the Montgomery County Court of Common Pleas, with the parties waiving the right to a trial by jury.”

SECTION 00 73 46 – WAGE DETERMINATION SCHEDULE

Attached are the wage rates of the Pennsylvania Prevailing Wage Rates, which will govern this project. Contractors are required to pay the Pennsylvania Prevailing Wage for each trade.

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

Project Name:	2020 High School Front Entry Replacement Project
Awarding Agency:	Methacton School District
Contract Award Date:	2/25/2020
Serial Number:	20-00180
Project Classification:	Building
Determination Date:	1/8/2020
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

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

Project: 20-00180 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/29/2017		\$47.30	\$34.85	\$82.15
Asbestos & Insulation Workers	5/1/2018		\$49.30	\$35.85	\$85.15
Asbestos & Insulation Workers	5/1/2019		\$51.20	\$36.95	\$88.15
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$45.25	\$27.59	\$72.84
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$45.83	\$27.59	\$73.42
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$46.54	\$27.59	\$74.13
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020		\$47.73	\$27.59	\$75.32
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$40.47	\$27.59	\$68.06
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020		\$41.50	\$27.59	\$69.09
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$19.68	\$19.64	\$39.32
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$19.93	\$19.49	\$39.42
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$20.24	\$19.69	\$39.93
Carpenter - Rodman (Surveying & Layout)	5/1/2020		\$20.75	\$19.49	\$40.24
Carpenters	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenters	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Carpenters	5/1/2019	4/30/2020	\$40.87	\$27.59	\$68.46
Carpenters	5/1/2020		\$41.90	\$27.59	\$69.49
Cement Masons	5/1/2017		\$36.45	\$31.76	\$68.21
Cement Masons	5/1/2018		\$37.50	\$32.26	\$69.76
Cement Masons	5/1/2019		\$38.50	\$32.81	\$71.31
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		\$43.45	\$33.22	\$76.67
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		\$44.70	\$33.22	\$77.92
Drywall Finisher	5/1/2017		\$37.11	\$26.75	\$63.86
Drywall Finisher	5/1/2018	4/30/2019	\$39.27	\$27.49	\$66.76
Drywall Finisher	5/1/2019		\$37.75	\$28.11	\$65.86
Electricians	4/30/2017		\$45.16	\$35.25	\$80.41
Electricians	4/29/2018		\$46.89	\$36.52	\$83.41
Electricians	5/1/2019		\$48.26	\$38.15	\$86.41
Elevator Constructor	1/1/2018		\$55.76	\$33.05	\$88.81

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

Project: 20-00180 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Floor Coverer	5/1/2019		\$44.37	\$28.44	\$72.81
Floor Coverer	5/1/2020		\$46.01	\$28.44	\$74.45
Floor Layer	5/1/2017		\$42.51	\$27.91	\$70.42
Floor Layer	5/1/2018		\$43.11	\$28.09	\$71.20
Glazier	5/1/2017		\$41.30	\$31.80	\$73.10
Glazier	5/1/2018	4/30/2019	\$43.32	\$32.33	\$75.65
Glazier	5/1/2019		\$43.87	\$33.38	\$77.25
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2017		\$42.56	\$29.30	\$71.86
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2018		\$51.46	\$30.60	\$82.06
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2019		\$52.66	\$30.85	\$83.51
Iron Workers (Riggers)	7/1/2017		\$39.83	\$27.92	\$67.75
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers	7/1/2018		\$42.88	\$30.60	\$73.48
Iron Workers	7/1/2019		\$49.30	\$34.41	\$83.71
Iron Workers	1/1/2020		\$49.80	\$34.41	\$84.21
Laborers (Class 01 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Laborers (Class 02 - See notes)	5/1/2017		\$30.85	\$25.65	\$56.50
Laborers (Class 03 - See notes)	5/1/2017		\$28.92	\$25.18	\$54.10
Laborers (Class 04 - See notes)	5/1/2017		\$28.95	\$24.95	\$53.90
Laborers (Class 05 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Landscape Laborer	5/1/2017		\$22.71	\$23.08	\$45.79
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.35
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.85
Millwright	7/1/2017		\$41.35	\$32.24	\$73.59
Millwright	5/1/2018		\$43.33	\$32.96	\$76.29
Millwright	5/1/2019		\$45.50	\$33.29	\$78.79
Operators (Building, Class 01 - See Notes)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators (Building, Class 01 - See Notes)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators (Building, Class 01 - See Notes)	5/1/2019		\$46.41	\$30.60	\$77.01
Operators (Building, Class 01 - See Notes)	5/1/2020		\$47.96	\$31.05	\$79.01
Operators (Building, Class 01 - See Notes)	5/1/2021		\$49.50	\$31.51	\$81.01
Operators (Building, Class 01A - See Notes)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators (Building, Class 01A - See Notes)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators (Building, Class 01A - See Notes)	5/1/2019		\$49.41	\$31.49	\$80.90
Operators (Building, Class 01A - See Notes)	5/1/2020		\$50.96	\$31.94	\$82.90
Operators (Building, Class 01A - See Notes)	5/1/2021		\$52.51	\$32.39	\$84.90
Operators (Building, Class 02 - See Notes)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators (Building, Class 02 - See Notes)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators (Building, Class 02 - See Notes)	5/1/2019		\$46.16	\$30.53	\$76.69
Operators (Building, Class 02 - See Notes)	5/1/2020		\$47.71	\$30.98	\$78.69

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

Project: 20-00180 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 02 - See Notes)	5/1/2021		\$49.25	\$31.44	\$80.69
Operators (Building, Class 02A - See Notes)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators (Building, Class 02A - See Notes)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators (Building, Class 02A - See Notes)	5/1/2019		\$49.17	\$31.41	\$80.58
Operators (Building, Class 02A - See Notes)	5/1/2020		\$50.71	\$31.87	\$82.58
Operators (Building, Class 02A - See Notes)	5/1/2021		\$52.26	\$32.32	\$84.58
Operators (Building, Class 03 - See Notes)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators (Building, Class 03 - See Notes)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators (Building, Class 03 - See Notes)	5/1/2019		\$42.08	\$29.32	\$71.40
Operators (Building, Class 03 - See Notes)	5/1/2020		\$43.62	\$29.78	\$73.40
Operators (Building, Class 03 - See Notes)	5/1/2021		\$45.16	\$30.24	\$75.40
Operators (Building, Class 04 - See Notes)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators (Building, Class 04 - See Notes)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators (Building, Class 04 - See Notes)	5/1/2019		\$41.78	\$29.23	\$71.01
Operators (Building, Class 04 - See Notes)	5/1/2020		\$43.32	\$29.69	\$73.01
Operators (Building, Class 04 - See Notes)	5/1/2021		\$44.87	\$30.14	\$75.01
Operators (Building, Class 05 - See Notes)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators (Building, Class 05 - See Notes)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators (Building, Class 05 - See Notes)	5/1/2019		\$40.06	\$28.72	\$68.78
Operators (Building, Class 05 - See Notes)	5/1/2020		\$41.60	\$29.18	\$70.78
Operators (Building, Class 05 - See Notes)	5/1/2021		\$43.14	\$29.64	\$72.78
Operators (Building, Class 06 - See Notes)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators (Building, Class 06 - See Notes)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators (Building, Class 06 - See Notes)	5/1/2019		\$39.07	\$28.43	\$67.50
Operators (Building, Class 06 - See Notes)	5/1/2020		\$40.61	\$28.89	\$69.50
Operators (Building, Class 06 - See Notes)	5/1/2021		\$42.16	\$29.34	\$71.50
Operators (Building, Class 07A- See Notes)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators (Building, Class 07A- See Notes)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators (Building, Class 07A- See Notes)	5/1/2019		\$56.30	\$35.11	\$91.41
Operators (Building, Class 07A- See Notes)	5/1/2020		\$58.16	\$35.65	\$93.81
Operators (Building, Class 07A- See Notes)	5/1/2021		\$60.00	\$36.21	\$96.21
Operators (Building, Class 07B- See Notes)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators (Building, Class 07B- See Notes)	5/1/2018		\$55.70	\$32.92	\$88.62
Operators (Building, Class 07B- See Notes)	5/1/2019		\$56.00	\$35.03	\$91.03
Operators (Building, Class 07B- See Notes)	5/1/2020		\$57.86	\$35.57	\$93.43
Operators (Building, Class 07B- See Notes)	5/1/2021		\$59.72	\$36.11	\$95.83
Painters Class 1 (see notes)	5/1/2017		\$37.82	\$26.46	\$64.28
Painters Class 1 (see notes)	5/1/2018	4/30/2019	\$38.64	\$27.64	\$66.28
Painters Class 1 (see notes)	5/1/2019		\$39.04	\$28.99	\$68.03
Painters Class 2 (see notes)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters Class 2 (see notes)	2/1/2018		\$54.14	\$27.27	\$81.41
Painters Class 2 (see notes)	2/1/2019		\$55.52	\$28.39	\$83.91
Painters Class 3 (see notes)	5/1/2017		\$38.20	\$26.46	\$64.66
Painters Class 3 (see notes)	5/1/2019		\$39.42	\$28.99	\$68.41

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

Project: 20-00180 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plasterers	5/1/2017		\$37.42	\$28.83	\$66.25
Plasterers	5/1/2018		\$37.42	\$30.04	\$67.46
Plasterers	5/1/2019		\$37.72	\$30.74	\$68.46
plumber	5/1/2018	4/30/2019	\$53.45	\$33.54	\$86.99
plumber	5/1/2019		\$55.45	\$34.54	\$89.99
Plumbers	5/1/2017		\$51.42	\$32.57	\$83.99
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.95
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.70
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Sheet Metal Workers	5/1/2017		\$46.42	\$39.51	\$85.93
Sheet Metal Workers	5/1/2018		\$47.58	\$41.60	\$89.18
Sheet Metal Workers	5/1/2019		\$49.79	\$42.89	\$92.68
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	5/1/2019		\$57.20	\$28.32	\$85.52
Steamfitters	5/1/2017		\$54.64	\$32.53	\$87.17
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Steamfitters	5/1/2019		\$58.17	\$35.99	\$94.16
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Grinder	5/1/2019		\$43.88	\$22.73	\$66.61
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Tile Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Tile Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Tile Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02

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

Project: 20-00180 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 1(see notes)	5/1/2017		\$30.46	\$17.96	\$48.42
Truckdriver class 1(see notes)	5/1/2018		\$31.93	\$17.96	\$49.89
Truckdriver class 1(see notes)	5/1/2019		\$32.21	\$19.19	\$51.40
Truckdriver class 1(see notes)	5/1/2020		\$34.93	\$17.96	\$52.89
Truckdriver class 1(see notes)	5/1/2021		\$36.48	\$17.96	\$54.44
Truckdriver class 2 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 2 (see notes)	5/1/2018		\$32.03	\$17.96	\$49.99
Truckdriver class 2 (see notes)	5/1/2019		\$32.31	\$19.19	\$51.50
Truckdriver class 2 (see notes)	5/1/2020		\$35.03	\$17.96	\$52.99
Truckdriver class 2 (see notes)	5/1/2021		\$36.58	\$17.96	\$54.54
Truckdriver class 3 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 3 (see notes)	5/1/2018		\$32.28	\$17.96	\$50.24
Truckdriver class 3 (see notes)	5/1/2019		\$32.56	\$19.19	\$51.75
Truckdriver class 3 (see notes)	5/1/2020		\$35.28	\$17.96	\$53.24
Truckdriver class 3 (see notes)	5/1/2021		\$36.83	\$17.96	\$54.79
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 20-00180 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$51.42	\$27.39	\$78.81
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$53.20	\$27.69	\$80.89
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$54.98	\$28.04	\$83.02
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$57.22	\$28.04	\$85.26
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$59.93	\$27.69	\$87.62
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$47.81	\$28.04	\$75.85
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$49.76	\$28.04	\$77.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$52.11	\$27.69	\$79.80
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$35.77	\$21.19	\$56.96
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$37.01	\$21.34	\$58.35
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$38.25	\$21.34	\$59.59
Carpenter - Rodman (Surveying & Layout)	5/1/2020	4/30/2021	\$39.81	\$21.34	\$61.15
Carpenter - Rodman (Surveying & Layout)	5/1/2021		\$41.69	\$21.34	\$63.03
Carpenter	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter	5/1/2019	4/30/2020	\$47.81	\$28.04	\$75.85
Carpenter	5/1/2020	4/30/2021	\$49.76	\$28.04	\$77.80
Carpenter	5/1/2021		\$51.76	\$28.04	\$79.80
Carpenters	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenters	5/1/2018		\$46.56	\$27.39	\$73.95
Carpenters	5/1/2019		\$48.46	\$27.39	\$75.85
Carpenters	5/1/2020		\$50.41	\$27.39	\$77.80
Carpenters	5/1/2021		\$52.41	\$27.39	\$79.80
Cement Masons	5/1/2017		\$34.45	\$31.51	\$65.96
Cement Masons	5/1/2018		\$35.65	\$32.01	\$67.66
Cement Masons	5/1/2019		\$37.90	\$31.51	\$69.41
Cement Masons	5/1/2020		\$39.70	\$31.51	\$71.21
Cement Masons	5/1/2021		\$41.55	\$31.51	\$73.06
Electric Lineman	5/29/2017		\$52.60	\$26.37	\$78.97
Electric Lineman	5/28/2018		\$53.64	\$27.45	\$81.09
Electric Lineman	5/27/2019		\$54.66	\$28.56	\$83.22
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$44.20	\$31.26	\$75.46
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers	7/1/2019		\$49.30	\$34.41	\$83.71
Iron Workers	1/1/2020		\$49.80	\$34.41	\$84.21
Laborers (Class 01 - See notes)	5/1/2017		\$29.75	\$25.65	\$55.40
Laborers (Class 01 - See notes)	5/1/2018		\$31.25	\$25.65	\$56.90
Laborers (Class 01 - See notes)	5/1/2019		\$32.80	\$25.65	\$58.45
Laborers (Class 01 - See notes)	5/1/2020		\$34.45	\$25.65	\$60.10
Laborers (Class 01 - See notes)	5/1/2021		\$36.20	\$25.65	\$61.85
Laborers (Class 02 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 02 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10
Laborers (Class 02 - See notes)	5/1/2019		\$33.00	\$25.65	\$58.65

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

Project: 20-00180 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - See notes)	5/1/2020		\$34.65	\$25.65	\$60.30
Laborers (Class 02 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 03 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 03 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10
Laborers (Class 03 - See notes)	5/1/2019		\$33.00	\$25.65	\$58.65
Laborers (Class 03 - See notes)	5/1/2020		\$34.65	\$25.65	\$60.30
Laborers (Class 03 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 04 - See notes)	5/1/2017		\$24.55	\$25.65	\$50.20
Laborers (Class 04 - See notes)	5/1/2018		\$26.05	\$25.65	\$51.70
Laborers (Class 04 - See notes)	5/1/2019		\$27.60	\$25.65	\$53.25
Laborers (Class 04 - See notes)	5/1/2020		\$29.25	\$25.65	\$54.90
Laborers (Class 04 - See notes)	5/1/2021		\$31.00	\$25.65	\$56.65
Laborers (Class 05 - See notes)	5/1/2017		\$30.60	\$25.65	\$56.25
Laborers (Class 05 - See notes)	5/1/2018		\$32.10	\$25.65	\$57.75
Laborers (Class 05 - See notes)	5/1/2019		\$33.65	\$25.65	\$59.30
Laborers (Class 05 - See notes)	5/1/2020		\$35.30	\$25.65	\$60.95
Laborers (Class 05 - See notes)	5/1/2021		\$37.05	\$25.65	\$62.70
Laborers (Class 06 - See notes)	5/1/2017		\$30.65	\$25.65	\$56.30
Laborers (Class 06 - See notes)	5/1/2018		\$32.15	\$25.65	\$57.80
Laborers (Class 06 - See notes)	5/1/2019		\$33.70	\$25.65	\$59.35
Laborers (Class 06 - See notes)	5/1/2020		\$35.35	\$25.65	\$61.00
Laborers (Class 06 - See notes)	5/1/2021		\$37.10	\$25.65	\$62.75
Laborers (Class 07 - See notes)	5/1/2017		\$30.50	\$25.65	\$56.15
Laborers (Class 07 - See notes)	5/1/2018		\$32.00	\$25.65	\$57.65
Laborers (Class 07 - See notes)	5/1/2019		\$33.55	\$25.65	\$59.20
Laborers (Class 07 - See notes)	5/1/2020		\$35.20	\$25.65	\$60.85
Laborers (Class 07 - See notes)	5/1/2021		\$36.95	\$25.65	\$62.60
Laborers (Class 08 - See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 08 - See notes)	5/1/2018		\$31.75	\$25.65	\$57.40
Laborers (Class 08 - See notes)	5/1/2019		\$33.30	\$25.65	\$58.95
Laborers (Class 08 - See notes)	5/1/2020		\$34.95	\$25.65	\$60.60
Laborers (Class 08 - See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 09 - See notes)	5/1/2017		\$30.10	\$25.65	\$55.75
Laborers (Class 09 - See notes)	5/1/2018		\$31.60	\$25.65	\$57.25
Laborers (Class 09 - See notes)	5/1/2019		\$33.15	\$25.65	\$58.80
Laborers (Class 09 - See notes)	5/1/2020		\$34.80	\$25.65	\$60.45
Laborers (Class 09 - See notes)	5/1/2021		\$36.55	\$25.65	\$62.20
Laborers (Class 10- See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 10- See notes)	5/1/2018		\$33.30	\$25.65	\$58.95
Laborers (Class 10- See notes)	5/1/2018		\$31.75	\$25.65	\$57.40
Laborers (Class 10- See notes)	5/1/2020		\$34.95	\$25.65	\$60.60
Laborers (Class 10- See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 11 -See Notes)	5/1/2017		\$30.15	\$25.65	\$55.80
Laborers (Class 11 -See Notes)	5/1/2018		\$31.55	\$25.65	\$57.20

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

Project: 20-00180 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 11 -See Notes)	5/1/2019		\$33.10	\$25.65	\$58.75
Laborers (Class 11 -See Notes)	5/1/2020		\$34.75	\$25.65	\$60.40
Laborers (Class 11 -See Notes)	5/1/2021		\$36.50	\$25.65	\$62.15
Laborers (Class 12 -See Notes)	5/1/2017		\$31.85	\$25.65	\$57.50
Laborers (Class 12 -See Notes)	5/1/2018		\$32.45	\$25.65	\$58.10
Laborers (Class 12 -See Notes)	5/1/2019		\$34.00	\$25.65	\$59.65
Laborers (Class 12 -See Notes)	5/1/2020		\$35.65	\$25.65	\$61.30
Laborers (Class 12 -See Notes)	5/1/2021		\$37.40	\$25.65	\$63.05
Laborers (Class 13 -See Notes)	5/1/2017		\$33.88	\$25.65	\$59.53
Laborers (Class 13 -See Notes)	5/1/2018		\$35.38	\$25.65	\$61.03
Laborers (Class 13 -See Notes)	5/1/2019		\$36.93	\$25.65	\$62.58
Laborers (Class 13 -See Notes)	5/1/2020		\$38.58	\$25.65	\$64.23
Laborers (Class 13 -See Notes)	5/1/2021		\$40.33	\$25.65	\$65.98
Laborers (Class 14 -See Notes)	5/1/2017		\$30.00	\$25.65	\$55.65
Laborers (Class 14 -See Notes)	5/1/2018		\$31.50	\$25.65	\$57.15
Laborers (Class 14 -See Notes)	5/1/2019		\$33.05	\$25.65	\$58.70
Laborers (Class 14 -See Notes)	5/1/2020		\$34.70	\$25.65	\$60.35
Laborers (Class 14 -See Notes)	5/1/2021		\$36.45	\$25.65	\$62.10
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		\$23.52	\$17.58	\$41.10
Laborers Utility (PGW ONLY)	5/1/2017		\$30.55	\$17.58	\$48.13
Landscape Laborer	4/1/2016		\$21.19	\$22.65	\$43.84
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2018		\$40.05	\$26.73	\$66.78

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

Project: 20-00180 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.70	\$32.92	\$88.62
Painters (Bridges, Stacks, Towers)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters (Bridges, Stacks, Towers)	2/1/2018		\$54.14	\$27.27	\$81.41
Painters (Bridges, Stacks, Towers)	2/1/2019		\$55.52	\$28.39	\$83.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$51.91	\$32.53	\$84.44
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Truckdriver class 1(see notes)	5/1/2017		\$30.31	\$17.96	\$48.27
Truckdriver class 1(see notes)	5/1/2018		\$31.78	\$17.96	\$49.74
Truckdriver class 1(see notes)	5/1/2019		\$32.06	\$19.19	\$51.25
Truckdriver class 1(see notes)	5/1/2020		\$34.78	\$17.96	\$52.74
Truckdriver class 1(see notes)	5/1/2021		\$36.33	\$17.96	\$54.29
Truckdriver class 2 (see notes)	5/1/2017		\$30.41	\$17.96	\$48.37
Truckdriver class 2 (see notes)	5/1/2018		\$31.88	\$17.96	\$49.84
Truckdriver class 2 (see notes)	5/1/2019		\$32.16	\$19.19	\$51.35
Truckdriver class 2 (see notes)	5/1/2020		\$34.88	\$17.96	\$52.84
Truckdriver class 2 (see notes)	5/1/2021		\$36.43	\$17.96	\$54.39
Truckdriver class 3 (see notes)	5/1/2017		\$30.66	\$17.96	\$48.62
Truckdriver class 3 (see notes)	5/1/2018		\$32.13	\$17.96	\$50.09
Truckdriver class 3 (see notes)	5/1/2019		\$32.41	\$19.19	\$51.60
Truckdriver class 3 (see notes)	5/1/2020		\$35.13	\$17.96	\$53.09
Truckdriver class 3 (see notes)	5/1/2021		\$36.68	\$17.96	\$54.64

SECTION 01 02 50 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Project identification.
 - 2. Type of Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Overview of building.
 - 6. Scope summary.
- B. Related Sections include the following:
 - 1. Division 1 Section “Temporary Facilities and Controls” for limitations and procedures governing temporary use of Owner’s facilities.

1.03 PROJECT IDENTIFICATION

- A. Project Identification: 2020 High School Front Entry Replacement Project (20.7.8)
Project Location: Methacton High School, 1005 Kriebel Mill Road, Eagleville, PA 19403
- B. Owner: Methacton School District
- C. Engineer: Shephard Restoration Engineers, Inc.
- D. The work consists of the replacement of the existing stone façade with new brick and metal panel façade system.

1.04 TYPE OF CONTRACT

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

1.05 WORK PHASES

- A. Refer to Contract Document drawing for extent of work and alternate information.
- B. Before commencing Work, submit a schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.06 WORK UNDER OTHER CONTRACTS

- A. The 2020 High School Re-Roofing Project at the Methacton High School will be contracted directly by Methacton School District.

2020 HIGH SCHOOL FRONT ENTRY REPLACEMENT PROJECT
METHACTON SCHOOL DISTRICT

- B. The 2020 High School Canopy & Pads Project at the Methacton High School will be contracted directly by Methacton School District
- C. The 2020 High School MEP Project 2-5 at the Methacton High School will be contracted directly by Methacton School District.
- D. The 2020 High School Woodshop Conversion Project at the Methacton High School will be contracted directly by Methacton School District.
- E. The 2020 High School Egress & Security Project at the Methacton High School will be contracted directly by Methacton School District.
- F. The 2020 High School Storage Building Project at the Methacton High School will be contracted directly by Methacton School District.

1.07 PROJECT DESCRIPTION

- A. Scope: Methacton High School is a two-story masonry and steel structure that has approximately one (1) linear mile of facade, composed of brick, cast stone, stucco, limestone and storefront window systems. It consists of several wings built at different times, the earliest dating back to 1961 which was the original school. Subsequent additions were built prior to 1971, between 1993-1999 and 2003. Despite the age differences, the wings all typically conform to the same exterior architectural appearance. There is semi-private courtyard in the middle of the school footprint with a breeze way to access it from the east. The facades are nearly identical on each wing of the building, consisting of the following exposed materials: brick, replacement windows/doors, cast stone or limestone ornamentation.

The front façade originally had a cast stone and brick façade. During the façade restoration project, it was discovered that the mechanical fasteners for the brick and stone had deteriorated. The façade was no longer anchored to the back wall. As part of an emergency stabilization project, the brick and stone was removed from above the overhang.

- B. Base Bid – Scope of Work:
 - 1. The scope of work for this project is to furnish and install the following:
 - a. Remove remaining brick and stone at base of wall.
 - b. Inspect existing air/vapor barrier. Re-apply as required. Install additional air/vapor barrier on CMU where stone/brick is removed.
 - c. Install new metal panel system.
 - d. Install new brick veneer.
 - e. Remove existing EIFS ceiling to complete work. Install new stucco ceiling system.
 - f. Install new pre-manufactured canopy.
 - g. Install new signage.
- C. Exclusions to the work include:
 - 1. Modification of existing roofing system or flashings unless specifically noted on the drawings.
 - 2. Modification of existing window systems unless specifically noted on the drawings.
 - 3. Execution of any repairs to the façade.
- D. Base Bid – General Conditions:

2020 HIGH SCHOOL FRONT ENTRY REPLACEMENT PROJECT
METHACTON SCHOOL DISTRICT

1. In general, the Base Bid work includes all work as specified on the drawings, specifications and Bid Form.
 2. Selective demolition of existing materials as needed to execute the work shown on the drawings.
 3. All costs related to bonds, insurance, mobilization/demobilization and permits per the Bid Form. The Contractor shall:
 - a. Obtain necessary permits for installation of pedestrian protection (as needed by MSD), street closures and installation of swing stages, lifts or other equipment necessary to facilitate the work as identified in the Construction Document.
 - b. Provide equipment, mechanics, labor and basic materials needed to perform the work.
 - c. Protect all openings in the areas of work from weather at the end of each work day.
 - d. Protect all site and roof drains from debris and open drains at the end of each work day.
 - e. Cover all vents, louvers, air conditioning units and any other vents from saw-cutting dust and debris.
 - f. Install adequate protection of the existing roof membranes. Long-term storage of heavy materials and equipment is prohibited on the roof.
 - g. Protect and clean all windows, sidewalks and vegetation free of dust and debris from adjacent and overhead work.
 - h. Install appropriate tie-offs for equipment after daily work is completed.
 4. Workers will NOT permitted to utilize a restroom facilities located within the building.
 5. All workers shall have Methacton School District issued identification on their person at all times.
 6. Insurance certificates shall be provided prior to the start of work and shall be current throughout the scope of the work.
 7. Damage to cars or injury to pedestrians from falling elements is the sole responsibility of the contractor.
 8. Repair of damage to surrounding grassy, landscaped or paved areas is the sole responsibility of the Contractor. Photo or video documentation of surrounding areas is recommended prior to mobilization.
- E. Miscellaneous Unit Costs: Unit costs for tasks provided on the bid form will be utilized **to add AND deduct work** from the scope. Change orders will be tracked throughout the project, if needed.
- F. Alternates:
1. Add Alternate No. 1: Eliminate canopy scope of work and install 18” deep fascia.
 2. Add Alternate No. 2: Eliminate canopy and ceiling scope of work.
- G. Allowances: N/A

The final scope of work will be determined by the Base Bid work as indicated in the Contract Documents and Alternates as selected by Owner.

END OF SECTION 01 02 50

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of Contract.
 - 3. Work phases.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
 - 7. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: 2020 High School Front Entry Replacement Project.
 - 1. Project Location: 1005 Kriebel Mill Road, Eagleville, PA.
- B. Owner: Methacton School District.
 - 1. Owner's Representative: Fidevia, 750 Lititz Pike, Lititz, Pennsylvania 17543; (tel) 717-625-3433 (fax) 717-625-3239.
- C. Architect/Engineer: The Contract Documents, dated January 14, 2020, were prepared for this Project by Shephard Restoration Engineers, Inc., 335 W. State Street, First Floor, Media, PA 19063.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under one contract. The Contract for this Project includes the following:
 - 1. General Construction Contract.
- B. Contractor is responsible for the review of all Contract Documents and coordination of its work as defined therein. See Section 010250, Summary of Work.

1.5 USE OF PREMISES

- A. The Project Schedule and Milestone Narrative is enumerated in the Contract Documents.

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- B. Material Deliveries: The General Construction Contractor shall coordinate site logistics with the Owner and Owner's Representative prior to installation. Contractor should notify the Owner's Representative of deliveries so that the Owner can coordinate as necessary. Staging areas will be located in accordance with the Overall Site Plan included at the end of this Specification Section.
- C. Milestone Narrative: Based on a Notice to Proceed (NTP), Construction Schedules shall incorporate and comply with the following milestones:
 - 1. NOTICE TO PROCEED (NTP) – On or before Week of March 9, 2020.
 - 2. SUBMISSION and APPROVAL of ALL PROJECT SUBMITTALS – March 20, 2020.
 - 3. COMMENCEMENT of the WORK ON-SITE – April 13, 2020
 - 4. PANELS ON-SITE – May 1, 2020
 - 5. SUBSTANTIAL COMPLETION – May 22, 2020.
 - 6. FINAL COMPLETION of ENTIRE PROJECT (including Punchlist) – May 29, 2020.
- D. Employee Conduct: All Contractor employees at any tier shall conform and abide by the following:
 - 1. Obey posted speed limits.
 - 2. No alcohol, drugs, tobacco products, smoking, or firearms shall be permitted on school property.
 - 3. No profanity or fighting.
 - 4. Shirts shall be worn at all times.
 - 5. Hard hats, safety glasses and ear protection as required by OSHA shall be utilized.
 - 6. Trash shall be cleaned up daily.
 - 7. No fraternizing with students or school employees.

1.6 WORK RESTRICTIONS

- A. On-Site Work Hours: With the exception of holidays, the Work shall take place any time Monday through Friday 7:00 a.m. to 5:00 p.m. Deliveries and removals shall take place Monday through Friday, between 9:00 a.m. and 2:00 p.m. Additional days and hours to accommodate the schedule must be coordinated with the Owner.
- B. The site will be occupied during construction. The Contractor must coordinate activities and cooperate with adjacent uses including any of their construction activities. Contractor must also schedule, coordinate and perform construction activities to avoid disruption of ongoing operations. Contractor must schedule and perform certain work on weekends and holidays to avoid disruptions. This may include utility work.
- C. Site Security: Storage, staging and coordination of access by Contractor is in accordance with Contract Drawings to facilitate the work. All areas must be protected from damage and repaired by the Contractor if damage occurs. The Masonry Contractor is responsible to maintain a secure work area at all times.

1.7 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

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B. Concurrent Work:

1. The 2020 High School Re-Roofing Project at the Methacton High School will be contracted directly by Methacton School District.
2. The 2020 High School Canopy & Pads Project at the Methacton High School will be contracted directly by Methacton School District.
3. The 2020 High School MEP Projects 2-5 at the Methacton High School will be contracted directly by Methacton School District.
4. The 2020 High School Woodshop Conversion Project at the Methacton High School will be contracted directly by Methacton School District.
5. The 2020 High School Egress & Security Project at the Methacton High School will be contracted directly by Methacton School District.
6. The 2020 High School Storage Building Project at the Methacton High School will be contracted directly by Methacton School District.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.”

1.9 MISCELLANEOUS PROVISIONS

- A. Local Municipal Approvals & Permits: The Owner shall pay for the cost of the building permits. Contractor is responsible for any licensing and/or inspection fees required for the work. The Contractor shall secure and arrange for all the necessary utility connections and municipal or agency approvals or other permits required for the Project unless specified otherwise.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

- 3.1 Contractor shall complete all work in the time period specified in the contract. Contractor(s) shall include all necessary time and the related cost required including but not limited to; overtime, shift work, weekends and holidays in order to complete the work as specified within the contract time.

END OF SECTION

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items reasonably inferable to be part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES – GENERAL CONSTRUCTION

- A. Alternate No. GC-1: All labor, material, equipment, etc. necessary to DELETE canopy from Base Bid and install 18” deep Aluminum Fascia, as indicated on the Drawings.
- B. Alternate No. GC-2: All labor, material, equipment, etc. necessary to DELETE canopy and removal of EIFS ceiling and installation of stucco ceiling from scope of work, as indicated on the Drawings.

END OF SECTION

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: For Change Order proposals use AIA forms provided by the Architect.

1.5 ALLOWANCES

A. **CASH** Allowances are not included.

B. Material Allowance Adjustment: If a material allowance is included in the work, prior to performing any work included in a material allowance, the Contractor shall review the work with the Construction Manager. No work shall be performed without prior approval of the Construction Manager. The Construction Manager will verify and adjust material allowance amounts, based on the quantity of work required and by final measurement of work-in-place. The Contractor shall provide the Construction Manager with the following information:

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: The Architect may issue a Construction Change Directive on AIA Document. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

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PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

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SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect within ten (10) days from issuance of NTP but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.

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- d. Contractor's name and address.
- e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Breakdown payment applications as follows:
 - a. General Construction: Divisions 01 through 10.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion,

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and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Partial Waivers: With each Application for Payment, submit Owner's form of partial release for construction period covered by the previous application.
 - 1. Submit partial release on each item for amount requested in previous application, before deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full release.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit releases.
 - 4. Submit final Application for Payment with or preceded by final releases from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit partial releases on forms provided, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Products list.
 - 5. Schedule of unit prices.
 - 6. Submittals Schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 10. Initial progress report.
 - 11. Report of preconstruction conference.
 - 12. Certificates of insurance and insurance policies.
 - 13. Performance and payment bonds.
 - 14. Data needed to acquire Owner's insurance.

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- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that any claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
- B. Contractor shall participate in coordination requirements.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Contractor shall coordinate its construction operations with Owner's Representative to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Project closeout activities.

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- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

- A. Key Personnel Names: Within 5 days after signing Agreement, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Owner's Representative will schedule a preconstruction conference not later than 10 days after the notice of award. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, Architect, Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.

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- l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
3. Minutes: Owner's Representative will record and distribute meeting minutes.
- C. Progress Meetings: The Owner's Representative shall conduct progress meetings at weekly intervals.
1. Attendees: In addition to representatives of Owner and Architect, Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction that is behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.

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- 20) Documentation of information for payment requests.
3. Minutes: The Owner's Representative shall record and distribute to Contractor and Architect, the meeting minutes.
4. Reporting: Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Field condition reports.
 - 6. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.

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- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- C. Contractor's Construction Schedule: Within ten (10) days of notice of award, submit four hard copies of initial schedule, large enough to show entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit four copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- E. Daily Construction Reports: Submit two copies at weekly intervals.
- F. Material Location Reports: Submit two copies at weekly intervals.

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- G. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- H. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing, work stages, area separations, interim milestones and partial Owner occupancy.
 - 4. Review time required for review of submittals and resubmittals.
 - 5. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 6. Review and finalize list of construction activities to be included in schedule.
 - 7. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of sub-contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with initial schedule. Include submittals required during the first 30 days of construction. List those required to maintain orderly progress of the Work.
 - a. At Contractor's option, show submittals on the initial Construction Schedule, instead of tabulating them separately.

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3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)
- A. General: Prepare network diagrams using AON (activity-on-node) format.
 - B. CPM Schedule: Prepare combined Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.
 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use as delineated in Paragraph 3.10 of AIA A201 as amended in the Project Manual.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
 - C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 1. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Final Completion.
 - a. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order. Contractor understands that it is likely that some unforeseen condition may be encountered at the site.
 - b. Contractor further understands that the Project Schedule has 20 calendar days of Owner "float" built in for such concealed or unknown conditions; therefore, by way of example, a 35 day delay due to the encountering and necessary removal of historical artifacts will result in a 15 day extension of the Project Schedule.
 2. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing.
 3. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
 4. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 20 days, as separate activities in schedule. Procurement

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- cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
5. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 7. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 8. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 9. Format: Mark the critical path. Locate the critical path near center of network; locate paths with the most float near the edges.
 - a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.
- D. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).
- E. Schedule Updating: Updated CPM schedule shall include:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
 8. Percentage completion of each activity.
- F. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Owner may in its sole discretion waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
- G. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.

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2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report, and provide to Construction Manager on a weekly basis, recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions.
 6. Accidents.
 7. Meetings and significant decisions.
 8. Unusual events (refer to special reports).
 9. Stoppages, delays, shortages, and losses.
 10. Meter readings and similar recordings.
 11. Emergency procedures.
 12. Orders and requests of authorities having jurisdiction.
 13. Change Orders received and implemented.
 14. Construction Change Directives received and implemented.
 15. Services connected and disconnected.
 16. Equipment or system tests and startups.
 17. Partial Completions and occupancies.
 18. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

END OF SECTION

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 8. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

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

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Architect for Contractor's use in preparing submittals upon execution of the required release forms and written approval of the Owner. Consult the office of the Architect for information pertaining to the process for the release of CAD files.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with

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other submittals until related submittals are received.

- C. Submittals Schedule: Comply with requirements in Project Manual for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 3. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. Identification: For hard copies, place a permanent label or title block on each submittal for identification. For electronic copies, attach a .PDF with this information.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- 1.5 Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- 1.6 Additional Hard Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- 1.7 Transmittal: For hard copies, package each submittal individually and appropriately for transmittal and handling. For electronic copies, attach .PDF with the following information. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

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- 1 Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.

- 2 On an attached separate sheet (or .PDF), prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

- 1.8 Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.

- 1.9 Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- 1.10 Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

PART 2 - PRODUCTS

- 2.1 ACTION SUBMITTALS
 - A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.

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- h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
4. Submit Product Data concurrent with Samples.
5. Submit .PDF copy of each, via email, unless otherwise indicated.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 - 3. Number of Copies: Submit copies of each submittal, as follows:
 - a. For hard copies, submit four (4) blue- or black-line prints, unless otherwise indicated.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality- control

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comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit three (3) sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.

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3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: For hard copies, submit two (2) copies of each submittal, unless otherwise indicated. For electronic copies, submit a .PDF. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 1. Name of evaluation organization.
 2. Date of evaluation.

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3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.

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T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

U. Safety Data Sheets (SDSs): Submit information directly to Owner; do not submit to Architect.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Final Unrestricted Release: When the Architect marks a submittal "No Exceptions Taken," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
2. Final-But-Restricted Release: When the Architect marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
3. Returned for Resubmittal: When the Architect marks a submittal "Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without

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- delay. Repeat if necessary to obtain different action mark.
4. Do not use, or allow others to use, submittals marked "Not Approved" at the Project Site or elsewhere where Work is in progress.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing: The responsibility for testing are defined as follows:
 - 1. Testing required by the IBC, Chapter 17 will be performed by the Owner's Testing Agency in accordance with Section 1704.1.
 - 2. Other testing required for the installation of material shall be performed by the Contractor at the Contractor's expense.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- D. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

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- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term, such as "carpentry", does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; unless more stringent requirements are indicated in specific specification Section; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

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1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

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- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities that are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - e. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

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3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 49.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

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3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

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- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	(601) 634-2355
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
	Available from General Services Administration www.apps.fss.gsa.gov/pub/fedspecs/index.cfm	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	See MILSPEC	(215) 697-6257
MS	See MILSPEC	

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MIL	Military Specification and Standards	(800) 872-2253
MILSPEC	Available from Department of Defense Single Stock Point www.dodssp.daps.mil	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(202) 272-5434

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA BOCA International, Inc. (708) 799-2300
www.bocai.org

CABO Council of American Building Officials
(See ICC)

IAPMO International Association of Plumbing and Mechanical Officials (The) (909) 595-8449
www.iapmo.org

ICBO International Conference of Building Officials (800) 284-4406
www.icbo.org (562) 699-0541

ICBO ICBO Evaluation Service, Inc. (800) 423-6587
ES www.icbo.org/ICBO_ES/

ICC International Code Council, Inc. (703) 931-4533
(Formerly: CABO - Council of American Building Officials)
www.intlcode.org

SBCCI Southern Building Code Congress International, Inc. (205) 591-1853
www.sbcci.org

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE Army Corps of Engineers
www.usace.army.mil

CPSC Consumer Product Safety Commission (800) 638-2772
www.cpsc.gov (301) 504-0990

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DOC	Department of Commerce www.doc.gov	(202) 482-2000
EPA	Environmental Protection Agency www.epa.gov	(202) 260-2090
FAA	Federal Aviation Administration www.faa.gov	(202) 366-4000
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(202) 708-5082
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley Laboratory (See LBNL)	
LBNL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-5605
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

- D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

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CAPUC (See CPUC)

CBHF State of California, Department of Consumer Affairs
Bureau of Home Furnishings and Thermal Insulation
www.dca.ca.gov/bhfti

(800) 952-5210
(916) 574-2041

TFS Texas Forest Service Forest
Products Laboratory
www.txforestservation.tamu.edu

(936) 639-8180

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution Requirements" for progress cleaning requirements.
 - 4. Divisions 02 through 49 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer and Water Services: By Owner. Water hydrants are available for use. All connections to be in good condition and leaks in piping / connections to be repaired immediately.
- C. Electric Power Service: By General Contractor. Electric services are limited on-site therefore General Construction Contractor shall provide its own generator, as needed to complete the Work.

1.4 SUBMITTALS

- A. Site Logistics Plan: General Construction Contractor shall follow the "Overall Site Plan" included at the end of Specification Section 011000, which designates areas for construction fencing, temporary facilities, staging areas, and parking areas for construction personnel.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lumber and Plywood: Comply with requirements in Project Drawings.
- B. Open-Mesh Plastic Fencing: Heavyweight orange colored plastic, open mesh, safety fence, 4 feet high

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with posts set in a compacted mixture of gravel and earth.

- C. Temporary Scaffold Protection: Provide two bays of scaffold with plank and orange fencing from the front entrance towards the driveway by 20' for the purpose of emergency egress during construction.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Owner's field office is not required. If necessary, Contractor field office to be located onsite in accordance with the Overall Site Plan.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.
 - 2. Construct sheds of non-combustible materials.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated, with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to Owner's system or municipal system as directed by authorities having jurisdiction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Owner's sanitary facilities are not available for Contractor use.
- D. Electric Power Service: Provide electric power service for all construction operations of sufficient size, capacity, and power characteristics required for construction operations.
- E. Isolation of Work Areas in Occupied Facilities: Orange security fencing shall be provided as per indicated on the "Overall Site Plan."

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1. General Construction Contractor shall perform daily construction cleanup and final cleanup.
- F. General Construction Contractor shall provide superintendent with cellular telephone for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: See Overall Site Plan for parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- E. Temporary Signs: Provide signs as indicated below and on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution Requirements" for progress cleaning requirements.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction. Comply with requirements specified in

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Division 31 Sections.

1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
 - D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion. Comply with requirements specified in Division 32 Sections.
 - E. Site Enclosure Fence: Before construction operations begin, furnish and install orange construction fencing in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of materials to minimize the opportunity for theft and vandalism.
 2. Relocate as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner and other Contractors employed at the site. Completely remove when construction needs can be met by use of permanent construction. Clean and repair damage caused by installation or by use.
 - G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 1. Prohibit smoking on school campus.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
- 3.5 OPERATION, TERMINATION, AND REMOVAL
- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
 - B. Maintenance: Maintain facilities in good operating condition until removal.
 - C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
 - D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Repair, in kind and to Owner's satisfaction, any damage that occurred during

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completion of the Work, to driveways, roads, landscape areas and/or any other improvements located within the construction areas noted on the “Overall Site Plan”.

END OF SECTION

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

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1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Initial Submittal: As required by the Project Manual, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 4. Completed List: As required by the Project Manual, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit 3 copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form provided at end of this Section.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. 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, who will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for

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1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Unless otherwise specified, Contractor shall provide a one-year warranty on all labor and products supplied under this Contract. Warranties specified in other Sections shall be in addition to, and run concurrent with, the warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."
- D. The warranty period on labor and material shall begin at date of Substantial Completion in part or whole. Contractor shall make provisions as required to extend the manufacturer's warranty from time of initial operation of systems or equipment until Substantial Completion is given in writing.
- E. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 - a. Substitutions may be considered if submitted prior to receipt of Bids.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 - a. Substitutions may be considered if submitted prior to receipt of Bids.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that comply with requirements.
 - a. Substitutions may be considered if submitted prior to receipt of Bids.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered if submitted prior to receipt of Bids.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

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7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS FOR BIDDING

- A. Timing: Architect will consider requests for substitution, as noted by "or equal as approved by the architect..." in the specifications, if received not less than 10 days prior to receipt of Bids.
 1. Requests received after that time may be considered by the Architect.
 2. Requests for substitution including the "Substitution Request Form," Manufacturer's Letter (noted below), and all back up information shall be submitted to the Architect at the same time for review.
 3. Only Substitutions approved by addendum shall be include in the Bid.
 4. Any Substitution request not approved by Addendum is considered rejected.
- B. Conditions: Architect will consider Bidder's request for substitution (to be considered "as equals") when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution are proposed as an "equal to" the basis-of-design and/or specified product(s) and require a Letter from the Manufacturer, on the manufacturer's letterhead, signed and dated, with the following statement(s) and information:
 - a. "The product meets or exceeds all the design requirements and performance of the basis-of-design and/or specified product(s)."
 - b. Recognizing product difference due to patents, list all differences and how those variations still meet or exceed the design and performance specifications. Otherwise, write "No differences at all."

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Note - Failure to submit this letter or not providing product differences is a basis of product rejection by the Architect.

2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted with fully executed "Substitution Request Form" attached to end of this Section and with the Manufacturer's Letter noted previously.
5. Requested substitution is compatible with other portions of the Work.
6. Requested substitution has been coordinated with other portions of the Work.
7. Requested substitution provides specified warranty.
8. If requested substitution involves more than one contract, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 61 00 – DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and handling
- C. Storage and protection

1.2 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weathertight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, place on sloped supports, above ground.
- C. Provide offsite storage and protection when site does not permit onsite storage or protection.
- D. Cover Products subject to deterioration when site does not permit onsite storage or protection.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

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PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 70 00 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

- 1. Construction layout.
- 2. Field engineering and surveying.
- 3. General installation of products.
- 4. Progress cleaning.
- 5. Protection of installed construction.
- 6. Correction of the Work.

- B. Related Sections include the following:

- 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
- 2. Division 01 Section "Submittal Procedures" for submitting surveys.
- 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

- 1. Before construction, verify the location and points of connection of utility services.

- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

- 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
- 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

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- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation." Contractor shall follow requirement of General and Supplementary Conditions governing Requests for Information.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

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- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. Site: Maintain Project site free of waste materials and debris.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Remove liquid spills promptly.
 - 4. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- C. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- D. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

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- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Advise Owner of changeover in heat and other utilities.
 - 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 10. Complete final cleaning requirements.

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11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
12. Repair, in kind and to Owner's satisfaction, any damage that occurred, during completion of the Work, to driveways, roads, landscape areas and/or any other improvements located within the construction areas noted on the "Overall Site Plan".

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, which must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

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2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.
- D. Prior to the expiration of warranties, a one-year site visit/inspection shall be scheduled by the Owner's Representative and attended by Contractor, Owner and Owner's Representative to evaluate the installations of work and identify any necessary repairs and or replacement to the work by Contractor and/ or his subcontractors.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Leave Project clean and ready for Owner's use.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain trees, shrubs, and other plants until final acceptance, but in no case, less than sixty days after substantial completion of planting.
- C. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees to proper grades or vertical position, as required. Spray, as required, to keep trees free of insects and disease.
- D. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.

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- E. Seeded lawns, not less than sixty days after Substantial Completion:
 - 1. If seeded in the Fall, and not given full sixty days of maintenance, or if not considered acceptable at that time, continue maintenance the following Spring until acceptable lawn is established.

- F. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regarding and replanting, as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

END OF SECTION

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

- 1. Operation and maintenance documentation directory.
- 2. Emergency manuals.
- 3. Maintenance manuals for the care and maintenance of products and materials.

- B. Related Sections include the following:

- 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
- 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
- 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
- 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS

- A. Initial Submittal: Submit electronically a .PDF of each manual at the time of requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return electronic copy with comments within 10 days after issuance of Substantial Completion Certificate.
- B. Final Submittal: Submit one hard copy and one electronic copy of each manual in final form at least 10 days before final completion.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:

- 1. List of documents.
- 2. Table of contents.

- B. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

2.2 MANUALS, GENERAL

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- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

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2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name, and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one hard copy and one electronic copy of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one hard copy and one electronic copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

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- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Changes made by Change Order or Construction Change Directive.
 - e. Changes made following Architect's written orders.
 - f. Details not on the original Contract Drawings.
 - g. Field records for variable and concealed conditions.
 - h. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets. Include scanned copy in .PDF format at project closeout.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name of products and materials, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.

5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION

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SECTION 02 06 00 - SELECTIVE DEMOLITION AND SALVAGE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Agreement
- B. Division 1 – General Requirements

1.2 SUMMARY

- A. The work specified in this section includes removal of designated construction; dismantling and cutting as indicated and necessary for the completion of the Work; disposal of materials; storage of removed materials for reinstallation; and protection of items to remain.
 - 1. Remove and dispose of designated portions of existing building elements indicated to be removed.
 - 2. Provide adequate protection of electrical conduits, piping and heating elements during demolition.
 - 3. Provide and maintain temporary barriers, protection and security devices.
 - 4. Remove and dispose of rubbish and debris resulting from demolition operations.
 - 5. Protect all existing exterior masonry, including but not limited to the brick and cast stone facades unless noted otherwise in the Contract Documents.
 - 6. Remove electrical/security devices as indicated and turn over to owner for installation.
- B. Coordinate activities with Owner designated Construction Manager for site access.
- C. Coordinate with other general contractors onsite for access and order of operations to complete the work in a timely manner.

1.3 SUBMITTALS

- A. Permits:
 - 1. Obtain permits, as required from the Township, Department of Licenses and Inspections and other applicable Municipalities.
 - 2. Furnish the Owner with copies of the demolition permit(s). Post permits as required.
- B. Arrange for the disposal of debris resulting from the demolition, to locations outside the project site and obtain written permits and releases from the owners of the property where the materials will be deposited. Submit to the Owner two (2) copies of each permit and of releases from each property owner absolving Owner from any and all responsibility in connection with the disposal of the debris.
- C. Pre-demolition Photographs (digital) and video: Show existing conditions of adjoining construction and improvements, including finished surfaces that might be misconstrued as

damaged caused by demolition operations. Submit before work begins.

1.4 JOB CONDITIONS

- A. Conduct operations with a minimum interference to public or private thoroughfares.
- B. Maintain protected egress and access at all times.
- C. Do not obstruct public roadways or sidewalks without proper permits.
- D. Protect from damage adjacent property and all existing materials, equipment and fixtures which are to remain or be relocated.

1.5 QUALITY ASSURANCE

- A. Comply with all laws, rules and regulations of governmental authorities having jurisdiction over the dismantling work.
- B. Perform the dismantling work in accordance with the applicable rules of the Safety Requirements for Dismantling, American National Standard A10.6.
 - 1. Dismantling work shall include complete removal of all material as noted on Contract Documents unless otherwise instructed by the Owner.

1.6 PROTECTION

- A. Refer to Section 01 50 00, Temporary Facilities and Controls.

1.7 FIRE PROTECTION

- A. Perform the dismantling work in such a manner as to prevent fires. Remove debris promptly. No materials shall be burned on the site. Protect combustible materials against ignition during acetylene cutting operation.
- B. Keep stairways and exit ways unobstructed and available for use at all times.

PART 2 - PRODUCTS

2.1 EXISTING MATERIALS

- A. Remove, store and protect from damage the following materials to be reinstalled.
 - 1. Electrical and Security devices.

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Contractor is encouraged to photo or video document existing conditions prior to mobilization.
- B. Demolition operations shall be performed in such a manner that no damage to existing facilities or injury to persons will result from the performance of the Work.
- C. The contractor shall review and visually survey areas marked for demolition before beginning demolition.
- D. The use of equipment or wrecking devices shall be subject to the approval of building owner; however, such approval does not relieve the contractor of responsibilities described above.
- E. Demolish indicated materials, appurtenances and building elements in an orderly and careful manner and in compliance with authorities having jurisdiction.
- F. Protect piping and electrical conduits adjacent to the existing window.
- G. Notify Design Professional immediately if adjacent structural elements appear to be endangered. Take precautionary measures until endangered structures are permanently stabilized.
- H. DO NOT demolish or remove more openings than can be replaced and completed in the same day. NO areas are to be left open to the elements overnight. "Boarding-up" of door openings is strongly discouraged.

3.2 PREPARATION

- A. Visit the site and examine all conditions that may affect the Work. Observe the areas in which the Work is to be confined and all limitations. No additional compensation will be approved for items not included in the Contractor's bid.
- B. Note items to be saved, reused and/or turned over to Owner.
- C. Protection:
 - 1. Contractor shall be responsible for protection of property during course of work. Lawns, shrubbery, paved areas, and building shall be protected from damage in accordance with the provided site plan. Repair damage at no extra cost to Owner.
 - 2. Preparation work shall be limited to those areas that can be covered on same day and/or before arrival of inclement weather.
 - 3. Provide at site, prior to commencing removal of debris, a dumpster or dump truck to be located where directed by Owner. Remove dumpster from premises when full and empty at approved dumping or refuse area. Deliver empty dumpster to site for further use. Upon job completion, dumpster shall be removed from premises. Spilled or scattered debris shall be cleaned up immediately.
 - 4. Arrange work sequence to avoid damage to newly constructed work. Move

equipment and ground storage areas as work progresses.

3.3 DISMANTLING

- A. The Contract Documents designate the building elements requiring restoration or replacement.
- B. Dismantle building elements only to the extent required.
- C. Remove elements scheduled for restoration or replacement without damaging adjacent elements which are to remain.
- D. Provide shoring, bracing, falsework or cripples prior to dismantling as necessary to protect persons and property and to retain pieces surrounding the removed material in existing, sound positions.
- E. Dismantle indicated materials, appurtenances, building elements and structures in an orderly and careful manner and in compliance with authorities having jurisdiction.
- F. Monitor on a regular basis the materials surrounding removed units for indications of shifting or movement due to the dismantling operations.
- G. Notify Design Professional immediately if adjacent structures appear to be endangered. Take precautionary measures to stabilize or protect endangered structures.

3.4 SALVAGE

- A. Material as specified to be recovered from demolition operations and reused on the project shall remain the property of Owner. With Owner permission, other materials shall become the property of the contractor. Material salvaged for Owner shall be placed in storage areas designated by Owner. Material that is not salvaged for Owner shall be removed from the site and properly discarded.

3.5 FIELD QUALITY CONTROL

- A. At no cost to Owner, restore:
 - 1. Areas demolished in excess of that required.
 - 2. Damage to adjacent building elements or structures caused by the demolition work.
 - 3. Landscaping disturbed for installation of new work.

3.6 CLEANING AND DISPOSAL

- A. Remove contaminated, vermin infested or dangerous materials encountered from site and dispose of by safe means.

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- B. Do not burn or bury materials on site.
- C. Regularly remove demolished materials from work area to a location on site designated by Owner. Maintain in clean and neat order and in condition acceptable to Owner.
 - 1. Save designated materials for reuse.
 - 2. Save items for Owner, if any, as indicated on the Drawings or as requested by Owner during dismantling work.
- D. Contractor shall dispose of all construction debris.

END OF SECTION 02 06 00

SECTION 04 81 00 - UNIT MASONRY ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes unit masonry assemblies consisting of the following:
 - 1. Face brick.

1.3 SUBMITTALS

- A. Product Data: For each different masonry unit, accessory, and other manufactured product specified.
- B. Samples for Initial Selection: For the following:
 - 1. Brick Samples in small-scale form showing the full range of colors and textures available.
- C. Samples for Verification: For the following:
 - 1. Full-size units for each different exposed masonry unit required, showing the full range of exposed colors, textures, and dimensions to be expected in the completed construction.

1.4 QUALITY ASSURANCE

- A. Mason Qualifications
 - 1. Mason for the work of this Section shall be a firm with a minimum of five (5) years experience in construction of brick masonry structures.
- B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.
- C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

- D. Mockups: Before installing unit masonry, build mockups to verify selections made under sample Submittals and to demonstrate aesthetic effects and quality of workmanship. Build mockups to comply with the following requirements, using materials indicated for the completed Work:
1. Locate mockups in the locations indicated or, if not indicated, as directed by Design Professional.
 2. Build mockups for the following types of masonry in sizes indicated:
 - a. Brick: 24 inches by 24 inches.
 3. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface.
 4. Notify Design Professional seven days in advance of dates and times when mockups will be constructed.
 5. Protect accepted mockups from the elements with weather-resistant membrane.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
 - a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
 - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups, unless such deviations are specifically approved by Architect in writing.
 8. Demolish and remove mockups when directed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery

containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.

- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.6 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover masonry work with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

- 1. Extend cover a minimum of 24 inches (600 mm) down both sides and hold cover securely in place.

- B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602, Section 2104.3 of the Uniform Building Code.

- 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 45 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

- C. Hot-Weather Requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide artificial shade and wind breaks and use cooled materials as required.

- 1. When ambient temperature exceeds or 90 deg F (32 deg C) with a wind velocity greater than 8 mph (13 km/h), do not spread mortar beds more than 48 inches (1200 mm) ahead of masonry. Set masonry units within one minute of spreading mortar.

PART 2 - PRODUCTS

2.1 BRICK

- A. General: Provide shapes indicated and as follows for each form of brick required:

- 1. Provide units without cores or frogs and with exposed surfaces finished for ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces.

- B. Face Brick: ASTM C 216, Grade MW or SW, Type FBX, FBS, FBA, and as follows:

- 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi (20.7 MPa), 4400 psi (30.3 MPa), 5500 psi (37.9 MPa), 6400 psi (44.1 MPa), 8000 psi (55.2 MPa), 8400 psi (57.9 MPa).

2. Initial Rate of Absorption: Less than 20 g/30 sq. in. (20 g/194 sq. cm) per minute when tested per ASTM C 67.
3. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
4. Surface Coloring: Brick with surface coloring, other than flashed or sand-finished brick, shall withstand 50 cycles of freezing and thawing per ASTM C 67 with no observable difference in the applied finish when viewed from 10 feet (3 m).
5. Size: Manufactured to the following actual dimensions:
 - a. Modular: 3-1/2 to 3-5/8 inches (89 to 92 mm) wide by 2-1/4 inches (57 mm) high by 7-1/2 to 7-5/8 inches (190 to 194 mm) long.
6. Application: Use where brick is exposed, unless otherwise indicated.
7. Where shown to "match existing," provide face brick matching color range, texture, and size of existing adjacent brickwork.
8. Color and Texture: Match existing brick as directed by the Architect. For the purpose of completing a bid, Contractor shall include an allowance of \$650.00 per thousand for the brick.

2.2 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91.
- D. Aggregate for Mortar: ASTM C 144; except for joints less than 1/4 inch (6.5 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
- E. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar.
- F. Water: Potable.

2.3 TIES AND ANCHORS, GENERAL

- A. General: Provide ties and anchors, as required to anchor work, made from materials that comply with this Article, unless otherwise indicated.
- B. Hot-Dip Galvanized Carbon-Steel Wire: ASTM A 82; with ASTM A 153, Class B-2 coating.

- C. Galvanized Steel Sheet: ASTM A 653/A 653M, G60 (Z180), commercial-quality, steel sheet zinc coated by hot-dip process on continuous lines before fabrication.

2.4 MISCELLANEOUS ACCESSORIES

- A. Anchor Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153, Class C; of diameter and length indicated and in the following configurations:

- 1. Nonheaded bolts, bent in manner indicated.

- B. Postinstalled Anchors: Anchors as described below, with capability to sustain, without failure, load imposed within factors of safety indicated, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.

- 1. Type: Expansion anchors.

- 2. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Alloy Group 1 or 4) for bolts and nuts; ASTM A 666 or ASTM A 276, Type 304 or 316, for anchors.

- 3. For Postinstalled Anchors in Grouted Masonry Units: Capability to sustain, without failure, a load equal to six times the loads imposed.

- C. Weeps for Reconstructed areas:

- 1. Stainless steel wool made from 306 or greater stainless steel.

- D. Copper end dams and drip edges.

- 1. Provide copper end dams ends of all flashing runs and controls joints
- 2. Provide copper drip edges were drip edge will be exposed beyond face of wall.

2.5 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Fabricate from the following metal complying with requirements specified in Division 7 Section "Sheet Metal Flashing and Trim" and below:

2.6 MASONRY CLEANERS

- A. Job-Mixed Detergent Solution: Solution of 1/2-cup (0.14-L) dry measure tetrasodium polyphosphate and 1/2-cup (0.14-L) dry measure laundry detergent dissolved in 1 gal. (4 L) of water.

- B. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly

approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Available Products: Subject to compliance with requirements, products that may be used to clean unit masonry surfaces include, but are not limited to, the following:
 - a. Cleaners for Red and Light-Colored Brick Not Subject to Metallic Staining with Mortar Not Subject to Bleaching:
 - 1) 202 New Masonry Detergent; Diedrich Technologies, Inc.
 - 2) Sure Klean No. 600 Detergent; ProSoCo, Inc.

2.7 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 1. Do not use calcium chloride in mortar or grout.
- B. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification.
 1. Use Type N for all work.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cut masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
- C. Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

3.2 CONSTRUCTION TOLERANCES

- A. Comply with tolerances in ACI 530.1/ASCE 6/TMS 602 and the following:

- B. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/4 inch in 20 feet (6 mm in 6 m), nor 1/2 inch (12 mm) maximum.
- C. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), nor 1/2 inch (12 mm) maximum.
- D. For conspicuous horizontal lines, such as exposed lintels, sills, parapets, and reveals, do not vary from level by more than 1/4 inch in 20 feet (6 mm in 6 m), nor 1/2 inch (12 mm) maximum.
- E. For exposed bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm). Do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
- F. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm). Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch (3 mm).

3.3 MORTAR BEDDING AND JOINTING

- A. Lay hollow masonry units as follows:
 - 1. With full mortar coverage on horizontal and vertical face shells.
 - 2. Bed webs in mortar in starting course on footings and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be filled with grout.
 - 3. For starting course on footings where cells are not grouted, spread out full mortar bed, including areas under cells.
- B. Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than the joint thickness, unless otherwise indicated.

3.4 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application.

- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing the surfaces thoroughly with clear water.
 - 5. Clean brick by the bucket-and-brush hand-cleaning method described in BIA Technical Notes No. 20, using job-mixed detergent solution.
 - 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 7. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2 applicable to type of stain on exposed surfaces.

3.5 MASONRY WASTE DISPOSAL

- A. Excess Masonry Waste: Remove excess, clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 04 81 00

SECTION 07 11 13 - BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Cold-applied, emulsified- asphalt dampproofing.
- B. Related Requirements:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include recommendations for method of application, primer, number of coats, coverage or thickness, and protection course.

1.03 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each product, signed by manufacturers.

1.04 QUALITY ASSURANCE

- A. Source Limitations: Obtain primary dampproofing materials and primers through one source from a single manufacturer. Provide secondary materials recommended by manufacturer of primary materials.
- B. Manufacturer's Representative must certify that existing coating meets all conditions to be a warranted system. Contractor shall make all modifications necessary to existing dampproofing for provide a warranted system.

1.05 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt dampproofing to be performed according to manufacturers' written instructions.

PART 2 - PRODUCTS

2.01 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. Manufacturers: Subject to compliance with requirements, provide the following:
 - 1. Carlisle, Barriseal-r.
- B. Trowel Coats: ASTM D 1227, Type II, Class 1.
- C. Fibered Brush and Spray Coats: ASTM D 1227, Type II, Class 1.

- D. Brush and Spray Coats: ASTM D 1227, Type III, Class 1.

2.02 MISCELLANEOUS MATERIALS

- A. Emulsified-Asphalt Primer: ASTM D 1227, Type III, Class 1, except diluted with water as recommended by manufacturer.
- B. Asphalt-Coated Glass Fabric: ASTM D 1668, Type I.
- C. Patching Compound: manufacturer's fibered mastic of type recommended by dampproofing manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, with applicator present, for compliance with requirements for surface smoothness and other conditions affecting performance of work.
 - 1. Begin dampproofing application only after substrate construction and penetrating work have been completed and unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protection of Other Work: Mask or otherwise protect adjoining exposed surfaces from being stained, spotted, or coated with dampproofing. Prevent dampproofing materials from entering and clogging weep holes and drains.
- B. Clean substrates of projections and substances detrimental to work; fill voids, seal joints, and apply bond breakers if any, as recommended by prime material manufacturer.
- C. Apply patching compound for filling and patching honeycombs, reveals and other imperfections.

3.03 APPLICATION, GENERAL

- A. Comply with manufacturer's written recommendations unless more stringent requirements are indicated or required by Project conditions to ensure satisfactory performance of dampproofing.
 - 1. Apply additional coats if recommended by manufacturer or required to achieve coverages indicated.
 - 2. Allow each coat of dampproofing to cure six hours before applying subsequent coats.
 - 3. Allow 48 hours drying time prior to backfilling.
- B. Apply dampproofing to footings and foundation walls where opposite side of wall faces building interior whether indicated or not.
 - 1. Apply from brick/stone shelf to top of footing, extend over top of footing, and down a minimum of 6 inches over outside face of footing.
 - 2. Extend 12 inches onto intersecting walls and footings, but do not extend onto surfaces exposed to view when Project is completed.

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3. Install flashings and corner protection stripping at internal and external corners, changes in plane, construction joints, cracks, and where shown as "reinforced," by embedding an 8-inch- wide strip of asphalt-coated glass fabric in a heavy coat of dampproofing.
 - a. Dampproofing coat required for embedding fabric is in addition to other coats required.

3.04 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. On CMU: Apply 2 brush or spray coats at not less than 1.5 gal./100 sq. ft. for first coat and 1 gal./100 sq. ft. for second coat, 1 fibered brush or spray coat at not less than 3 gal./100 sq. ft., or 1 trowel coat at not less than 4 gal./100 sq. ft.

3.05 CLEANING

- A. Remove dampproofing materials from surfaces not intended to receive dampproofing.

END OF SECTION 07 11 13

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Glass-fiber blanket insulation.
- B. Related Requirements:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.03 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.01 GLASS-FIBER BLANKET INSULATION

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. CertainTeed Corporation.
 - 2. Guardian Building Products, Inc.
 - 3. Johns Manville.
 - 4. Knauf Insulation.
 - 5. Owens Corning.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean substrates of substances that are harmful to insulation or that interfere with insulation attachment.

3.02 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.03 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Glass-Fiber or Mineral-Wool Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
- C. Miscellaneous Voids: Install glass-fiber blanket insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation. Apply according to manufacturer's written instructions.

3.04 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00

SECTION 07 42 13 - METAL PLATE WALL PANEL SYSTEM

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Metal wall panels and accessories used for exterior wall cladding, parapets, fascia and soffits as the siding component of a rain screen system.
 - 1. Related Requirements:
 - a. Section 07 11 13 – Bituminous Dampproofing.
 - b. Section 07 9000 – Joint Sealers.

1.02 REFERENCES

- A. Reference Standards:
 - 1. ASTM International (ASTM):
 - a. ASTM A480/A480M-14b Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet and Strip.
 - 2. Testing Application Standards (TAS)
 - a. TAS 201 – 94 Impact Test Procedures for High Velocity Hurricane Zones
 - b. TAS 202- 94 Criteria for Testing Impact on Nonimpact Resistant Building Envelope Components using Uniform Static Pressure.
 - c. TAS 203 – 94 Criteria for testing Products Subject to Cyclic Wind Pressure Loading
 - d. AAMA 2605-11 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
 - 3. Specialty Steel Industry of North America (SSINA):
 - a. Designer Handbook Special Finishes for Stainless Steel.

1.03 SUBMITTALS

- A. Product Data: Manufacturer’s standard specifications, descriptive literature and certifications, including:
 - 1. Product Data Sheets.
 - 2. Standard color charts.
 - 3. Blank warranty forms.
 - a. Certification letter prepared, stamped, signed and dated by Professional Engineer, registered to practice in state where metal wall panel system is to be installed, verifying that metal wall panel system design meets building code and project design criteria.
- B. Shop Drawings: Show job specific information, including:
 - 1. Overall dimensioned plans, elevations and sections indicating full extent of metal panel work with each panel identified by
 - 2. manufacturer’s location number.
 - 3. Each panel fully dimensioned with finished openings for doors and windows; utility penetrations; connections to adjacent panels and structural members including type and number of fasteners; mechanical and electrical rough-in items; built-in mounting plates for miscellaneous items; and other special conditions.

- C. Samples:
 - 1. Color chip no less than 2" x 2" for color approval.
- D. Manufacturer's Written Instructions, including:
 - 1. Delivery, storage and handling.
 - 2. Preparation and Installation.
 - 3. Maintenance.
- E. Warranty: Fully executed, issued in Customer's name, and registered with manufacturer, including:
 - 1. Manufacturer's five-year warranty, from date of substantial completion, against defects in materials and workmanship.
 - 2. Manufacturer's twenty-year warranty, from date of substantial completion, against defects in sprayed fluoropolymer finish.

1.04 QUALITY ASSURANCE

- A. Authorized Installer: Trained and certified by manufacturer or otherwise acceptable to manufacturer, experienced in performing work of this section and specialized in installation of work similar to that required for this project.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in accordance with manufacturer's written instructions.
- B. Deliver materials in manufacturer's original packaging with identification labels intact.
- C. Store materials protected from exposure to harmful weather conditions and at temperature conditions in accordance with manufacturer's written instructions.
- D. Remove packaging materials from site and dispose of at appropriate recycling facilities.
- E. Remove protective film from panels only after installed.

PART 2 - PRODUCTS

2.01 METAL WALL PANELS

- A. Aluminum Plate Wall Panel System
 - 1. Basis of Design Manufacturer: Protean Construction Products, Inc.
 - a. Contact: 11901 Riverwood Dr.; Burnsville, MN 55337; Phone: 952-895-4000; Email: info@protean.com; Website: <http://www.protean.com>.
 - 2. Single Source Responsibility: Provide components and materials specified in this section from a single manufacturer.
- B. Basis of Design: Product: Protean AP-2500RS Series Aluminum Plate Rainscreen Panels used for exterior wall cladding, parapets, fascia and soffits as the siding component of a rainscreen system that also includes a ventilated drainage plane and a vapor-permeable air barrier provided under separate contracts; and, meeting ASTM E283, E330 and E331.

1. Configuration: Rectangular shaped; fabricated with formed welded corners; open vertical joints; closed horizontal joints; and weep holes, drainage channels, back ventilation and pressure equalization.
2. Custom fabricated from solid plate with an integrated drainage channel.
3. Aluminum fastener clips to be pre-attached to panels by manufacturer.
4. Aluminum stiffeners shall be pre-attached to the panel assembly at 24-inches on center to assure flatness or as required by design calculations to assure conformance with specified wind loads.
5. Panels shall have a flatness criteria not to exceed 0.1875" within 24" in any direction.
6. Normal dimensional tolerances on length and width of +/- 0.023" up to 48" (+/- 0.064" over 48") and +/- 0.1875" diagonal.
7. Material: Type 3003/3105 aluminum alloy sheet and plate meeting ASTM B209:
 - a. Aluminum thickness: **0.125 inch (3.18 mm)**.
 - b. Standard color meeting AAMA 2605: 70 percent PVDF fluoropolymer coating; 18-standard colors in coil or spray application.
8. [Material: Type 5005 aluminum alloy sheet and plate meeting ASTM B209:]
9. Panel Dimensions:
 - a. Depth: 1.5 inch (38 mm).
 - b. Width: As shown on drawings.
 - c. Length: As shown on drawings.
10. Performance:
 - a. Minimum wind load: 20 lb/ft² (97.6 kg/m²).
 - b. Maximum allowable deflection: L/180.
11. Installation Method: Concealed clips and fasteners on sub-girt framing system.

2.02 ACCESSORIES

- A. Attachment Clips and Fasteners: All panels shall be positively attached to the structure at pre-attached clips with project specific fasteners provided by manufacturer. These concealed fasteners shall be of a type and size to resist design loads. No exposed fasteners will be accepted, unless noted otherwise.
- B. Vertical joint drainage to be formed into contiguous metal sheet as part of the panel.
- C. Flashing and trim shall be provided as called out in the contract drawings.
- D. Subgirts/hat channels and blocking shall be furnished as part of the scope of this work as noted on the contract drawings as required to provide a complete wall assembly.

PART 3 - EXECUTION

3.01 DELIVERY AND STORAGE

- A. Panels and accessories shall be crated so that they do not sustain damage during shipment.
- B. Store materials so that they are protected from weather, either indoors or under loose fitting tarps so that air can circulate to dry condensation. Store on a flat surface and block to allow drainage.

3.02 EXAMINATION

- A. Verify that substrates are acceptable for installation of metal wall panels in accordance with manufacturer's written instructions.
 - 1. Ensure structure and substrate is adequate to support metal wall panels.
- B. Notify Design Professional of unacceptable conditions upon discovery.
- C. Proceed with preparation and installation only after unacceptable conditions have been corrected.

3.03 PREPARATION

- A. Protect adjacent materials and products from damage during installation of metal wall panels.
- B. Prepare substrates to receive metal wall panels and accessories in accordance with manufacturer's written instructions.

3.04 INSTALLATION

- A. Install metal wall panels in accordance with manufacturer's written instructions and approved submittals.
- B. Install metal wall panels plumb and level.
- C. Accurately fit, align, securely fasten and install free from distortion or defects.
- D. Remove protective film only after installation

3.05 CLEANING

- A. Clean-up waste and debris daily during installation.
- B. Upon completion, remove surplus materials, remaining debris, tools and equipment.
- C. Collect recyclable waste and dispose of as directed.

3.06 PROTECTION

- A. Protect installed product from damage during subsequent construction.
- B. Repair damage to adjacent products caused by installation of metal wall panels.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Formed wall sheet metal fabrications.
2. Roof coping.

B. Related Requirements:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.
2. Section 07 – Metal Plate Wall Panel System

1.02 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:

1. Identification of material, thickness, weight, and finish for each item and location in Project.
2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
4. Details of termination points and assemblies, including fixed points.
5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
6. Details of edge conditions, including ridges, valleys, rakes, crickets, and counterflashings as applicable.
7. Details of special conditions.
8. Details of connections to adjoining work.

C. Samples for Verification: For each type of exposed finish required, prepared on samples of size indicated below:

1. Sheet Metal Flashing: 6 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
3. Accessories and Miscellaneous Materials: Full-size Sample.

1.03 REFERENCES

- A. Reference Standards: Applicable requirements of the latest published standards referenced herein apply to the work of this section.
 - 1. Copper Development Association (CDA):
 - a. "Copper in Architecture Handbook." Comply with applicable recommendations and details. Conform to dimensions and profiles shown.
 - 2. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
 - a. "Architectural Sheet Metal Manual." Comply with applicable recommendations and details. Conform to dimensions and profiles shown.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified fabricator.
- B. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- C. Warranty: Sample of special warranty.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- D. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.06 WARRANTY

- A. Repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 SHEET METAL FLASHING AND TRIM

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.

2.02 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. Surface: Smooth, flat.
 - 2. Color: As selected by Architect from manufacturer's full range.
 - 3. Exposed Coil-Coated Finishes:
 - a. Three-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.03 EMBEDDED FLASHING MATERIALS

- A. Flexible Flashing: Use the following unless otherwise indicated:
 - 1. Copper-Laminated Flashing: 5-oz./sq. ft. (1.5-kg/sq. m) copper sheet bonded between 2 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) Advanced Building Products Inc.; Copper Fabric Flashing.
 - 2) Dayton Superior Corporation, Dur-O-Wal Division; Copper Fabric Thru-Wall Flashing.
 - 3) Hohmann & Barnard, Inc.; H & B C-Fab Flashing.
 - 4) Sandell Manufacturing Co., Inc.; Copper Fabric Flashing.
 - 5) York Manufacturing, Inc.; Multi-Flash 500.

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- B. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- C. Copper end dams and drip edges.
 - 1. Provide copper end dams ends of all flashing runs and controls joints
 - 2. Provide copper drip edges were drip edge will be exposed beyond face of wall.

2.04 COPINGS

- A. Fabricate in minimum of 96-inch long, but not exceeding 10 feet- long sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight.
 - 1. Coping profile: as indicated on drawings.
 - 2. Joint Style: Butt, with 12-inch wide, concealed back up plate and 6-inch wide exposed cover plates.
 - 3. Fabricate from the following materials:
 - a. Powder coated aluminum.

2.05 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- B. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.

2.06 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Copper Sheet: Copper, hardware bronze or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

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- D. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.07 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- E. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" and by FMG Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.

- H. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
- I. Do not use graphite pencils to mark metal surfaces.

2.08 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- long, but not exceeding 12-foot- long, sections, under copings, at shelf angles, and where indicated.
 - 1. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings.
 - 2. Form with 4-inch- high, end dams where flashing is discontinuous.
 - 3. Fabricate from stainless steel, 0.016 inch thick.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 5. Install sealant tape where indicated.
 - 6. Torch cutting of sheet metal flashing and trim is not permitted.
 - 7. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.

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1. Coat back side of uncoated aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood blocking not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws; and will penetrate metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints as shown and as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 degrees F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 degrees F.
 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 - Joint Sealants.
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder aluminum sheet.
 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.03 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, and similar flashings to extend 4 inches beyond wall openings.

3.04 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.05 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 62 00

SECTION 07 90 00 – JOINT SEALERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Agreement
- B. Division 1 - General Requirements
- C. Division 4 – Section 04 81 00 Unit Masonry
- D. Division 7 – Section 07 42 13 Metal Plate Wall Panel System
- E. Division 9 – Section 09 22 00 Stucco

1.2 SUMMARY

- A. The work specified in this Section consists of furnishing all labor, materials, tools and equipment to perform all work necessary for and incidental to the sealing and caulking of joints and cracks, including removal of existing sealants, grinding to create joints, joint fillers, joint backing and accessories, as shown on the Contract Drawings, as specified herein and as required for a complete and proper installation.
- B. The work shall include the proper cleaning and preparation of the surfaces to receive sealers; the furnishing, application, protection and curing of the sealers and accessory materials; and cleaning of adjacent surfaces.
- C. Joint and crack sealing includes, but is not limited to, the following:
 - 1. Joints required at new deck installation.
 - 2. Other joint locations as shown on the Contract Drawings.

1.3 SUBMITTALS

- A. Submit the following in accordance with Division 1:
 - 1. Product Data:
 - a. Furnish manufacturer's current technical data and installation instructions for manufactured materials and products.
 - b. Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
 - c. Furnish product manufacturer's certification, for each product specified herein, that each product meets or exceeds specified requirements.

2. Samples:
 - a. Submit two (2) samples of each compound and filler, six (6) inches in length illustrating sealant colors for selection.
 - b. Provide samples of the sealant to be used at exposed locations. Include samples with sealant color as applied, and expected color change due to environmental conditions.
3. Laboratory Data: Submit results of laboratory adhesion testing for applicable sealant and substrates per ASTM C794.
4. Certification from the manufacturer stating in writing that the manufacturer:
 - a. Is familiar with the project and aware of the job conditions.
 - b. Agrees that the specified products are appropriate for the intended application.
 - c. Will determine quantities of material to accomplish the intended result.
 - d. Agrees to provide necessary supervision and direction to ensure the product's satisfactory application. Will assist the Contractor to insure quality of application.
 - e. Approves of the proposed applicator.
5. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

B. Mock-up Installations:

1. Mock-up installation is required for new control joints and other exposed areas. Minimum length of application is 4'-0". Rejected installations shall be removed and reapplied until accepted by Owner at no additional cost to the Owner. Mock-ups will be inspected for color and application methods. Accepted samples may remain as part of permanent work.

1.4 QUALITY ASSURANCE

A. Referenced Standards:

1. American Society for Testing and Materials:
 - a. C794, Adhesion-in-Peel with Elastomeric Joint Sealants.
 - b. C920, Elastomeric Joint Sealants.
 - c. C1193, Guide for Use of Joint Sealants.
 - d. C1330, Cylindrical Sealant backing for Use with Cold-Applied Sealants.
 - e. D1667, Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (closed-cell foam).

B. Manufacturer's Qualifications: Manufacturer shall specialize in the manufacture of products specified herein with documented experience. Provide documentation that the proposed materials have been manufactured by the same source and successfully installed on past projects of comparable scope and complexity.

C. Applicator Qualifications: Product applicator shall demonstrate qualifications to perform the work of this Section by submitting the following documentation:

1. Certification or license by the manufacturer as an approved applicator of the product to be used.
2. Demonstrated experience on past projects of comparable scope and complexity.

- D. Source Limitations: Obtain each type of sealant through one source from a single manufacturer.
- E. Manufacturer's Representative Services: Engage the services of the product manufacturer's field service representative to supervise the initial application of each sealing compound and perform the following technical services:
 - 1. Conduct a pre-installation conference with representatives of the Contractor, the Design Professional and the applicator performing the sealing and caulking work to provide detailed instructions and procedures to be used in the installation of the sealing compounds, including surface preparation, mixing, application and curing.
 - 2. Witness the initial mixing and application of each sealing compound at the job site in the presence of the Design Professional. Make subsequent site visits, as needed or as requested by the Design Professional, to provide necessary supervision and direction to ensure that the sealing compounds are being installed properly and as intended.
 - 3. Submit a technical service report within seven (7) days after a site visit to document the discussions, observations and recommendations made on site.
- F. Jobsite Mock-Up: Prior to the commencement of sealant installation, prepare a mock-up sample application at the locations identified on the Contract Documents. Mock-up must be approved by Owner prior to wholesale installation. Rejected samples shall be removed until accepted at no additional cost to the Owner. Mock-up shall constitute standard of acceptance for the remaining work.

1.5 PERFORMANCE REQUIREMENTS

- A. Sealants and caulking are required to establish and maintain airtight and watertight continuous seals on a permanent basis, within recognized limitations of wear and aging for each application.
- B. Mixing and application of sealing compound shall be in strict accordance with the manufacturer's printed directions.
- C. The following types of failures will be judged to be defective work: Water leakage, air infiltration, hardening, cracking, crumbling, melting, shrinkage, improper profile, loss of adhesion or cohesion, inadequate curing, or staining of adjacent surfaces.
- D. Make repairs to defective work within five (5) days after receipt of written notice from the Owner.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all products in manufacturer's original containers, with seals unbroken, labels, product, and manufacturer's names intact and legible.
- B. Store all products in a manner to prevent damage, in a secure place, away from construction operations. Provide protection from the elements until ready for use.
- C. Handle and store in accordance with the manufacturer's recommendations.

1.7 JOB CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.
- B. Do not proceed with the installation of sealants under adverse weather conditions, when joint to be sealed is damp, wet or frozen, or when temperatures are below or above the manufacturer's recommended limitations for installation. Consult the manufacturer for specific instructions before proceeding.

1.8 WARRANTY

- A. Installation Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, watertight seal, exhibit loss of adhesion or cohesion, or do not cure.
- B. Manufacturer's Warranty: Industry standard warranty specifically concerning the compatibility of sealants, primers and backer rods recommended, and adhesive of caulking materials to receiving surfaces.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Multi-component Modified Polyurethane Sealant: ASTM C920, Type M, Grade NS, Class 25, Uses NT, T, M, A and O.
 - 1. Acceptable Products/Manufacturers:
 - a. Sikaflex 2C/NS; Sika Corporation, Lyndhurst, NJ, 07071, (800) 933-SIKA.
 - b. Vulkem 922; Mameco International, Cleveland, OH, 44128, (800) 321-7906.
 - c. Sonolastic NP2; BASF Construction Chemicals, Shakopee, MN, 55379, (800) 433-9517.
 - d. Dymeric 511; Tremco Incorporated, Beachwood, OH, 44122, (800) 852-9068.
 - e. Or approved equal.
- B. Sealant Application: Multi-component sealant conforming to ASTM C 920, Type M shall be used at all conditions requiring sealant work.
- C. Sealant Color:
 - 1. Color shall be selected by the Owner from manufacturer's standard color range.

2.2 ACCESSORIES

- A. Primer: Non-staining type recommended by the manufacturer of the sealant for the specific joint surface and conditions.

- B. Joint Cleaner: Non-corrosive and non-staining type recommended by the manufacturer of the sealant for the specific joint surface and conditions and compatible with joint forming materials.
- C. Joint Sealant Backing:
 - 1. Backer Rod for Elastomeric Sealants: ASTM C330, Type C or ASTM D1667. Extruded, closed cell polyurethane foam or polyurethane jacketed polyurethane foam, non-bleeding, non-staining, oversized 30 to 50 percent, compatible with joint substrate, primer, sealant and joint filler as applicable.
 - a. Acceptable Products/Manufacturers:
 - 1) HBR Backer Rod; Applied Extrusion Technologies, Inc., New Castle, DE, 19720, (800) 688-2044.
 - 2) Closed-Cell Backer-Rod; BASF Construction Chemicals, Shakopee, MN, 55379, (800) 433-9517.
 - 3) Expand-o-Foam 900; Williams Products Inc., Troy, MI, 48084, (800) 521-9594.
 - 4) Greenrod Polyethylene Backer Rod; Nomaco, Inc., Zebulon, NC, 27597, (800) 345-7279.
 - 5) Or approved equal.
 - 2. Sheet Expansion Joint Filler: Formed polyurethane strips.
 - a. Acceptable Manufacturers:
 - 1) Illbruck, Will-Seal, Pelham, NH, 03076, (800) 274-2813.
 - 2) Sandell Manufacturing Co., Schenectady, NY, 12303, (800) 283-3888.
 - 3) Progress Unlimited, Inc., Lynbrook, NY, 11563, (800) 777-7664.
 - 4) W. R. Meadows, Inc., Hampshire, IL, 60140, (800) 342-5976
 - 5) Or approved equal.
 - 3. Backer rod width must be 25% larger than joint width.
 - D. Bond Breaker Tape: Polyethylene tape or other plastic tape recommended by the sealant manufacturer representative to prevent sealant from adhering to joint substrate or filler material for the specific joint surface and conditions.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Completely remove existing sealants, caulking, joint fillers and other accessory items from joints and face of masonry units to be repaired. For concrete or masonry, prepare surface by grinding. For non-porous surfaces, use the 2-rag method to remove surface dirt.
- B. If existing sealant is found to be oil-based, determine whether oil has penetrated the material around the joint and notify the Design Professional in writing.
- C. Remove loose materials and foreign matter from joints or cracks to be sealed or caulked. Joint surfaces shall be free of dust, dirt, oil, grease, rust, lacquers, release agents, moisture, or other matter which might impair adhesion of sealant.
- D. Clean and prime joints in accordance with manufacturer's instructions.

1. Test to assure cleaner will not stain or damage adjacent surfaces.
- E. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- F. Protect elements surrounding the work of this Section from damage or disfiguration.

3.2 APPLICATION

- A. Install all materials in accordance with the manufacturer's instructions and ASTM C1193, unless otherwise directed.
- B. Do not install sealant at a temperature below 40 degrees F. unless the manufacturer specifically permits application of sealant at a lower temperature. Consult with the manufacturer's technical representative.
- C. Where joint filler is required, set filler back at uniform depth in relation to width. Install joint fillers so that joint depth does not exceed joint width. Use bond breaker at back of joints to control sealant depth at joints not requiring a joint filler.
- D. Apply waterproofing treatments or masonry coatings after application of joint sealant where both tasks are detailed or specified. Do not apply sealants to masonry joints where a repellent, coating or preservative has been applied.
- E. Prepare sealants that require mixing following manufacturer's recommended procedures, mixing thoroughly.
- F. Do not apply sealants to joints that are not completely dry.
- G. Install sealant in uniform, continuous beads with a gun, with proper size nozzles, or with a knife as required. Apply sufficient pressure to fill all voids without gaps or air pockets and allow joint filler material, where used, to create a "bow tie profile" wherever possible. Leave surface of sealant as a concave, smooth bead, free of ridges, wrinkles, sags, air pockets and embedded impurities.
- H. Apply sealants to a depth of fifty percent (50%) of the joint width, but in not less than 1/4".
- I. Tool joints as recommended by manufacturer to eliminate air pockets and voids, and to provide a smooth, neat appearance. Immediately remove excess sealant.
- J. Apply materials only within manufacturer's specified application life period. If inspection indicates that application life is expired or if the prescribed application period has elapsed, discard remainder of sealant.
- K. Confine work to joint areas shown. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces due to spillage and migration of compound out of the joints.
- L. Remove masking material immediately after tooling.

- M. Cure sealant in compliance with manufacturer's recommendations to obtain high early bond strength, internal cohesive strength and surface durability.

3.3 FIELD QUALITY CONTROL

- A. Verify that the substrate surfaces and joint openings are clean and ready to receive work.
- B. Verify that field measurements are as indicated on the Contract Drawings and as recommended by sealant manufacturer.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Start of sealant application means acceptance of surfaces and joint openings, and full responsibility of completed work.
- E. Protect installed work during remainder of construction period in accordance with the requirements of Section 01 70 00. Ensure that completed work will be without damage or deterioration at substantial completion.
- F. Upon completion, carefully examine all sealant and caulking work. Replace or restore all damaged and defective sealant work at the direction of the Design Professional.

3.4 CLEANING

- A. As work progresses, remove excess materials from adjacent surfaces with cleaning materials recommended by the sealant manufacturer.
- B. Leave finished work in neat and clean condition.
- C. Prior to removal of scaffolding, inspect installed work and remove all residues from these surfaces.
- D. Remove all spilled or spattered materials from all surfaces. When adjacent surfaces or other work has been damaged or stained as a result of sealing and caulking work, repair all damaged surfaces and remove all stains to the satisfaction of the Owner.

END OF SECTION 07 90 00

SECTION 09 22 00 – STUCCO

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Agreement
- B. Division 1 – General Requirements
- C. Division 7 – Section 07 90 00 – Joint Sealers

1.2 SUMMARY

- A. Section includes: Installation of the Portland cement stucco as an exterior wall cladding. The extent of stucco base and finish coat assembly is as indicated on the drawings.
- B. The types of stucco base coat assembly include:
 - 1. Factory blended cement plaster base coat for jobsite mixing to provide scratch and brown coats to receive cement colored stucco finish.
- C. Products installed but not supplied under this section:
 - 1. Joint sealant: Refer to Division 7, Section 07 90 00. Installation of joint sealant shall be by coating applicator or a separate installer. Joint sealant installer shall be experienced and competent in the installation of elastomeric construction sealants.
- D. Scratch and Brown stucco that is a factory blended formulation of Portland cement, lime, and proprietary ingredients. For use with jobsite added ASTM C 897 stucco sand and clean potable water.
 - 1. Scratch and Brown Functional Criteria:
 - a. Substrate conditions:
 - 1) Substrates shall be sound, dry and free of dust, dirt, and other contaminants.
 - 2) Remove defective surface materials, including existing coatings. Substrate shall be approved by stucco applicator prior to commencing with the application.
 - 3) Substrate Dimensional Tolerances: flat with ½ inch (6.4 mm) within any 4-foot (1.219 m) radius to maintain a uniform thickness of base coat material.
 - 4) Maximum deflection of substrate assembly under positive or negative design loads shall not exceed L/360 of span.
 - 2. Expansion Joints:
 - a. Continuous expansion joints shall be installed at all areas of dissimilar materials.

- b. Per ASTM C 1063, ½ inch expansion and or contraction joints shall be installed in walls not more than 144 ft² in area. The distance between joints shall not exceed 18 ft. in either direction or a length-to-width ratio of 2-1/2 to 1 inch.
- c. Location and frequency of control joints to be detailed by the designer and shown on drawings where applicable.

1.3 SUBMITTALS

- A. General: Applicator to submit:
 - 1. Manufacturer's technical information including installation instructions and recommendations.
 - 2. Samples: Submit samples for approval. Samples shall be of materials specified and of suitable size required to accurately represent each color and texture to be used on project. Prepare each sample using same tools and techniques for actual project application. Approved samples shall be maintained and available at job site.

1.4 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies: Install stucco base coat assembly to comply with all applicable codes and standards and with requirements of local agencies having jurisdiction.
- B. Manufacturer: Shall have marketed stucco products in United States for at least ten years; shall have completed projects of same building size and type as this project.
- C. Applicator Qualifications: Applicators specializing in the installation of exterior stucco assembly with a minimum of five (5) years experience in work similar to that required by this section.
- D. Single Source Responsibility: All stucco base coat and finish materials shall be from a single manufacturing source.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver manufactured materials in original packages or containers, with manufacturer's labels intact and legible.
- B. Keep materials dry, above freezing, stored off ground, under cover and away from damp surfaces. At the time they are mixed, all materials shall be at a minimum temperature of 40oF.
- C. Remove wet, frozen, damaged or detrimental materials from site immediately.

1.6 PROJECT SITE AND INSTALLATION CONDITIONS

- A. Environmental Conditions: Comply with manufacturer's recommendations of environmental conditions affecting product installation requirements.

1. Installation Ambient Air Temperature: Minimum of 40oF and rising, and remain so for 48 hours thereafter. Maximum Ambient Air Temperature of 120oF. Protect stucco from uneven and excessive evaporation during hot, dry weather.
2. Do not use frozen materials in cement stucco.
3. Do not apply cement stucco to frozen surfaces or surfaces containing frost or ice.
4. Inclement Weather: Do not apply base coat during inclement weather, unless appropriate protection is employed.
5. Wall and Substrate Temperatures: Avoid, when possible, installation of the base coat and the finish coats over substrates that are over 120oF.

B. Protection:

1. Protect adjacent finished surfaces prior to stuccoing.
2. Maintain protection in place until completion of work.
3. Protect finished work when stopping for the day or when completing an area.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Stucco base and finish coats: LaHabra Stucco, by ParexLahabra, Inc., 4125 E. LaPalma Avenue, Anaheim, CA 92807 (877) LHSSTUCCO.
- B. Or Approved Equal.

2.2 MATERIALS

- A. Lath and Trim Accessories: Conform to ASTM C1063 lathing and furring.
 1. Exterior components field walls: Minimum 17 gauge self-furred stucco netting. Expanded metal diamond lath may also be used in accordance with ASTM C897.
 2. Terminations: J-Metal or Stucco stop, general purpose type with expanded or perforated flanges.
 3. Corner Reinforcement (galvanized welded wire, minimum 18 gage): Manufacturer's standard pre-formed corner reinforcement made from 1.7 lbs. per square yard of diamond mesh lath.
 4. Square Edge Corner Beads: expanded or flanged to suit application (for square corners).
 5. Round-Edged Corner Beads: expanded or flanged to suit application (for rounded corners).
 6. Control Joints: Single component control joints with ¼-inch slots and ¾-inch grounds, or equal.
 7. Expansion Joints: Two piece adjustable expansion joints, free floating adjustments from 1/4 inch to 5/8 inch.
 8. Weep Screeds: foundation weep screed, with perforations and minimum 3-1/2 inch vertical attachment flange.
 9. All fasteners for attaching lath shall be galvanized steel:
- B. Portland cement stucco base coat: Manufacturer's standard factory formulated, sanded scratch and brown stucco base coats consisting of Portland cement, lime properly graded aggregate, fibers, and proprietary ingredients.
- C. Water: Potable.

- D. Sand: Comply with all requirements of ASTM C 897.
- E. Finish coat, Cement Stucco:
 - 1. Colored stucco finish coat, consisting of Portland cement, lime, properly graded aggregate, colorant and proprietary ingredients.
- F. Sheathing:
 - 1. ¾" thick pressure treated plywood.

PART 3 - EXECUTION

3.1 INSTRUCTIONS

- A. Compliance: Comply with manufacturer's instructions for installation of base and finish coats.

3.2 INSPECTION

- A. Substrate Examination: Examine prior to base coat installation as follows:
 - 1. Substrate shall be examined for soundness, and/or other harmful conditions.
 - 2. Substrate shall be free of dust, dirt, efflorescence, and other harmful contaminants.
 - 3. Notify contractor of discrepancies preventing installation of the stucco assembly.
- B. Verify that lath is tight, properly secured, and that all accessories are properly set.
- C. Examine substrates, grounds and accessories to ensure that finished stucco work will be true to line, plane, level and plumb.

3.3 INSTALLATION

- A. General: Apply stucco base coat in accordance with manufacturer's instructions and recommendations as written in data sheets, and in compliance with requirements of applicable codes, regulations and agencies having jurisdiction.
- B. Interrupt stucco application only at junctions of stucco planes, at openings, at control joints or at expansion joints.
- C. Base Coat:
 - 1. Apply scratch coat to a thickness of 3/8 inch using sufficient trowel pressure to key stucco into lath or onto direct bond substrate.
 - 2. Scratch horizontally in order to provide for a key with the brown coat.
 - 3. Apply brown coat after 48 hour curing over scratch coat to a thickness of 3/8 inch using sufficient trowel pressure or spray velocity to key brown coat into scratch coat.
 - 4. Darby, then rod surface to true plane.
 - 5. Float or lightly broom surface to provide bond with cement finish coat.

6. Tool brown coat to provide a V-joint at intersection of stucco with frames or other items of metal, wood, or plastic that act as stucco grounds.

D. Finish Coat: Cement Stucco Finish

1. Apply exterior wall finish coat after 7 – 10 days to thickness recommended by manufacturer to achieve texture indicated, using sufficient trowel pressure or spray velocity to bond finish coat to base coat.
2. Apply exterior wall finish in number of coats and consistency required by manufacturer to achieve texture to match approved sample.
3. Fog Coat: As needed, apply sufficient coats to ensure uniform color and consistency. Let dry, then mist with water two times a day for two days.
4. Water Repellent: After cement stucco finish has fully cured for 28 days, apply water repellent by brush, roller, or spray at a rate that is recommended by manufacturer. Apply from corner to corner, starting at bottom and working to top.

3.4 CURING

- A. Moist cure cement base coat with a fog spray of clean water in sufficiently frequent applications to maintain stucco uniformly moist for a minimum of 48 hours following applications.
- B. Moist cure cement finish coats a fog spray of clean water in sufficiently frequent applications to maintain stucco uniformly moist for a minimum of 48 hours following applications.

3.5 CLEANING

A. Patching:

1. Repair damaged exterior wall finish coat to match surrounding finish.

B. Cleanup:

1. Remove all excess finish wall coat to match surrounding finish.
2. Remove all excess materials from the project site.

END OF SECTION 09 22 00

SECTION 10 53 00 - HANGER ROD CANOPIES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Work in this section includes furnishing and installation of extruded aluminum overhead hanger rod style canopies as manufactured by Mapes Industries Inc.
- B. Related Items and Considerations
 - 1. Flashing of various designs may be required. Generic flashing supplied by Manufacturer. Specialty flashing to be supplied by installer.
 - 2. Determine wall construction, make-up and thickness.
 - 3. Ensure adequate wall condition to carry canopy loads where required.
 - 4. Consider water drainage away from canopy where necessary.
 - 5. Any necessary removal or relocation of existing structures, obstructions or materials.

1.02 QUALITY ASSURANCE

- A. All canopy work must be supplied and installed by single contractor. Supply and installation cannot be completed by separate contractors.

1.03 FIELD MEASUREMENT

- A. Confirm dimensions prior to preparation of shop drawings when possible.
- B. If requested, supply manufacturer s standard literature and specifications for canopies.
- C. Submit shop drawings showing structural component locations/positions, material dimensions and details of construction and assembly.

1.04 PERFEORMANCE REQUIREMENTS

- A. Canopy must conform to local building codes.
- B. PE Stamped calculations are required and must be signed and sealed by an engineer licensed within the state canopy is installed.

1.05 DELIVER, STORAGE, HANDLING

- A. Deliver and store all canopy components in protected areas.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Mapes Canopies
Lincoln, Nebraska

2020 HIGH SCHOOL FRONT ENTRY REPLACEMENT PROJECT
METHACTON SCHOOL DISTRICT

Phone: 1-888-273-1132.

Fax: 1-877-455-6572.

B. Or Approved Equal.

2.02 MATERIALS

- A. Decking shall consist of 3" extruded flat soffit .078 decking.
- B. Intermediate framing members shall be extruded aluminum, alloy 6063-T6, in profile and thickness shown per Manufacturer's recommendation.
- C. Hanger rods and attachment hardware shall be a standard finish.
- D. Fascia shall be standard extruded 12" Smooth Face style.

2.03 FINISHES

- A. Finish type shall be 2-Coat Kynar Finish. Color to be selected by Owner from manufacturer's standard colors.

2.04 FABRICATION

- A. All extruded aluminum canopies are shipped with the materials precut to size for field assembly.
- B. All connections shall be mechanically assembled utilizing 3/16 fasteners with a minimum shear stress of 350 lb. Pre-welded or factory-welded connections are not acceptable.
- C. Concealed drainage. Water shall drain from covered surfaces into intermediate trough and be directed grade.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Confirm that surrounding area is ready for the canopy installation.
- B. Installer shall confirm dimensions and elevations to be as shown on drawings provided by Manufacturer.
- C. Erection shall be performed by an approved installer.

3.02 INSTALLATION

- A. Installation shall be in strict accordance with manufacturer's shop drawings. Particular attention should be given to protecting the finish during handling and erection.

3.03 After installation, entire system shall be left in a clean condition.

END OF SECTION 10 53 00